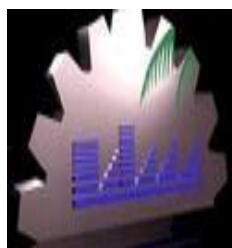


# REQUEST FOR BID

## **Request for Bid (RFB)**

for

### **e-tender cum e-auction of Prime Industrial Plots at Verna, Goa (3<sup>rd</sup> ROUND)**



**17<sup>th</sup> August, 2022**

**NIT / Tender No: GIDC/22-23/01, dated: 17<sup>th</sup> August, 2022**

**Goa Industrial Development Corporation (Goa-IDC)**

**Plot No. 13-A-2, EDC Complex,**

**Patto Plaza, Panaji-Goa 403001**

e-mail : [eauctiongidc@gmail.com](mailto:eauctiongidc@gmail.com)

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## **1. DISCLAIMER**

- 1.1 The information contained in this e-tender cum e-auction RFB document or subsequently provided to intending bidder(s), whether verbally or in documentary or any other form, by or on behalf of the Goa Industrial Development Corporation (Goa IDC), (the “**Authority**” or “**Goa IDC**”) or any of its Directors, employees or advisors, handholding Department, is provided to Bidder(s) on the terms and conditions set out in this e-tender cum e-auction RFB document and such other terms and conditions subject to which such information is provided.
- 1.2 This e-tender cum e-auction RFB document is not an agreement and is neither an offer nor invitation by Goa IDC to the intending bidders or any other person. The purpose of this e-tender cum e-auction RFB document is to provide interested parties with information that may be useful to them in the formulation of their Bid for expressing their interest pursuant to this e-auction (the “**Bid**”) for the respective plot(s) that they intend to bid for.
- 1.3 This e-tender cum e-auction RFB document includes statements, which reflect various assumptions and assessments arrived at by Goa IDC in relation to the e-tender cum e-Auction process. Such assumptions, assessments and statements do not purport to contain all the information that each intending bidder(s) may require. This e-tender cum e-auction RFB document may not be appropriate for all persons, and it is not possible for Goa IDC, its Directors, employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this e-tender cum e-auction documents. The assumptions, assessments, statements and information contained in this e-tender cum e-auction RFB document may not be complete, accurate, adequate or correct. Each intending bidder should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this e-tender cum e-auction RFB document and obtain independent advice from appropriate sources.
- 1.4 Information provided in this e-tender cum e-auction RFB document to the intending bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Goa IDC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- 1.5 Goa IDC, its Directors, employees and advisors make no representation or warranty and shall have no liability to any person, including any intending bidder, 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 e-auction document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the e-tender

cum e-auction RFB document and any assessment, assumption, statement or information contained therein or deemed to form part of this e-tender cum e-auction RFB document.

- 1.6 Goa IDC also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any intending bidder upon the statements contained in this e-tender cum e-auction RFB document. Goa IDC may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this e-tender cum e-auction RFB document.
- 1.7 By acceptance of this RFB, the Bidder(s) agree that information contained herein supersedes document(s) or earlier information, if any, in relation to the allotment of the Industrial Plot(s) by Goa IDC. The e-tender cum e-auction RFB document and any information herewith will be superseded by any later written information on the same subject made available to the recipient by or on behalf of the Goa IDC.
- 1.8 Each Bidder agrees, understands and accepts that the information contained in the e-tender cum e-auction RFB document is subject to change without notice. Further, in no event, may it be assumed that there shall be no deviation or change in any of the information mentioned herein. The Goa IDC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in the e-tender cum e-auction RFB document.
- 1.9 The issue of this RFB does not imply that Goa IDC is bound to select or to allot any or all the plot(s) to the respective Selected Bidder(s), as the case may be, without assigning any reasons whatsoever.
- 1.10 The e-tender cum e-auction RFB document has not been filed, registered or approved in any jurisdiction. Recipients of the Bidding Documents resident in jurisdictions outside India should inform themselves of, and observe any applicable legal requirements.
- 1.11 The Goa IDC reserves its right at any time to alter, update, amend, modify, cancel and recall the RFB or any part of it.
- 1.12 The Goa IDC is not bound to accept any or all the offers. The Goa IDC reserves its right to reject any or all the Bids / offers for any or all of the plot(s) without assigning any reason. No Bidder shall have any cause of action or claim against the Goa IDC or its officers, Directors, employees, consultants, agents, successors or assignees for rejection of its offer.
- 1.13 Each Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to site visits, attending pre-bid meeting(s), preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Goa IDC or any other costs incurred in connection with or relating to, its Bid. All such costs and expenses shall be borne by the

Bidder and the Goa IDC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of its Bid, regardless of the conduct or outcome of the Bidding Process.

- 1.14 By responding to the RFB, the Bidder shall be deemed to have confirmed that it has fully satisfied and understood the terms and conditions of the RFB. The Bidder hereby expressly waives any and all claims in respect thereof.
- 1.15 The Bidder should confirm that the document downloaded by them from the Government of Goa, eProcurement System (<https://eprocure.goa.gov.in/nicgep/app>) is complete in all respects including all annexures, addendums, attachments, etc. (if any). In the event that the document or any part thereof is mutilated or missing, the Bidder shall notify the Goa IDC immediately. If no intimation is received within the last date for submission of pre-bid queries, it shall be presumed that the e-tender cum e-auction RFB documents received by the Bidder is complete in all respects and that the Bidder is fully satisfied with the document. No extension of time shall be granted to any Bidder for submission of its bid on the ground that the Bidder did not obtain the complete set of the documents.
- 1.16 All Bids, including any and all supporting documents submitted therewith, pursuant to the e-tender cum e-auction RFB document, once submitted, shall become the property of the Goa IDC. Provided however, that the Bidder shall have deemed to have licensed and authorised the Goa IDC, its officers, employees, advisers, consultants and agents to copy, adapt, disclose or to use, as the Goa IDC may deem fit, all information and material contained in the Bid for the purposes of the Bidding Process including, without limitation, evaluation of the Bid(s).
- 1.17 All further updates to this RFB / Bidding Documents shall only be made on the Government of Goa's, eProcurement System (<https://eprocure.goa.gov.in/nicgep/app>) and it shall be deemed that the Bidders who submitted the Bids have downloaded and read each of the same. The Goa IDC shall not be liable in any manner whatsoever for any Bidder not having read any / all the amendments, updates, clarifications, etc, if any.
- 1.18 This RFB document refers to all 37 plots of Goa IDC listed in the Notice Inviting Tender (NIT) for which this e-tender cum e-auction RFB has been initiated. Bidder(s) are required to refer the same separately in specific context with the respective plot(s) that the bidder intends to bid for in the Government of Goa's eProcurement System (<https://eprocure.goa.gov.in/nicgep/app>).
- 1.19 Goa IDC shall not be liable / responsible for any error / bid submitted by any Bidder(s) in the link of a different plot. Exchange of plot(s) / alternative plot, shall not be considered.

## **2. NOTICE INVITING TENDER (NIT)**

(only through Electronic Tender through the Government of Goa eProcurement System  
<https://eprocure.goa.gov.in/nicgep/app>)



GOA INDUSTRIAL DEVELOPMENT CORPORATION  
(A GOVERNMENT OF GOA UNDERTAKING)  
Plot No. 13A/2, EDC Complex, Patto Plaza, Panaji-Goa. India 403 001

**NIT / Tender No: GIDC/22-23/01**

**Dated: 17<sup>th</sup> August, 2022**

1. The Goa Industrial Development Corporation (Goa IDC) is a statutory body constituted by the Government of Goa under the Goa Industrial Development Act, 1965 for the purpose of securing and assisting in the rapid and orderly establishment and organisation of industries in industrial areas and industrial estates in the State of Goa.
2. Goa IDC (the “**Authority**”), has successfully carried out 02 (two) round of e-tender cum e-auction process for plots at Verna and the Selected Bidders have been issued the Offer of Allotment for the respective Plots. Now, Goa IDC has decided to carry out the 3<sup>rd</sup> (third) round of the e-tender cum e-auction of select prime “Industrial Undertaking” Use<sup>1</sup> plots situated at Verna, Goa to reputed entities on long term lease basis. The period of the lease shall initially be 30 (thirty) years, that shall be extendable on the request of the allottee for a total term of 95 years, in case the industry is fully set up and in operations within the first 5 years. The Authority shall be entering into a Deed of Lease with the selected Bidder(s) for the respective plot(s).
3. Pursuant to this NIT, the Authority invites digitally signed and encrypted Bids on a “**single stage two-part**” on **e-tender cum e-auction basis for each of the 37 Plots at Verna, Goa, through the Government of Goa eProcurement System** (<https://eprocure.goa.gov.in/nicgep/app>) as per the following Schedule:

### **Schedule of e-tender cum e-auction process:**

<b>Sl. No.</b>	<b>Event Description</b>	<b>Date</b>
1.	Release of RFB Document on eProcurement System / RFB Advertisement	<b><u>17/08/2022</u></b>
2.	Last Date for receiving Queries	<b><u>05/09/2022</u></b>
3.	Pre-bid Meeting	<b><u>07/09/2022</u></b>
4.	Uploading of response to Pre-bid Queries on eProcurement System	<b><u>12/09/2022</u></b>
5.	Bid Due Date for all 37 Plots (Only online mode)	On <b><u>07/10/2022</u></b> at <b><u>6:30 pm</u></b> <b><u>(IST)</u></b> for all 37 plots

<sup>1</sup> Activities permissible under the term “Industrial Undertaking”, shall be as defined in this RFB and mean as under clause 3 (h) – (i), (ii), (iii), (iv) & (v) of the Goa-IDC Allotment Regulations, 2014. (Read with Goa IDC Allotment (Second Amendment) Regulations, 2021).

**Schedule of Opening of online Bids & E-auction:**

Event Description	Day	Date for Bid Opening (Technical & Financial Bid) & e-auction	Time for Bid Opening (Technical & Financial Bid)	Time Slot for e-auction on each day	Slot Time on each day
Opening of online Bids & E-auction	Day 1	<u>10/10/2022</u>	<b>Technical Bid:</b> 10:00 AM (IST)  <b>Financial Bid:</b> 12:00 PM (IST) (of Technically Qualified Bids only)	Slot 1	Start Time: 1400 Hrs (IST) End Time: 1430 Hrs (IST)
	Day 2	<u>11/10/2022</u>		Slot 2	Start Time: 1500 Hrs (IST) End Time: 1530 Hrs (IST)
	Day 3	<u>12/10/2022</u>		Slot 3	Start Time: 1600 Hrs (IST) End Time: 1630 Hrs (IST)
	Day 4	<u>13/10/2022</u>		Slot 4	Start Time: 1700 Hrs (IST) End Time: 1730 Hrs (IST)
	Day 5	<u>14/10/2022</u>			

**Details of Plots, Base Rate / Premium, EMD, Participation Fee and e-auction Slots:**

S. No	Plot No.	Area of Plot in Sq. Mts.	Base Rate per Sq. Mt.	Base Premium Price of Plot in INR	EMD in INR	Bid Participation Fee (Tender Fee) in INR including GST  (Non - Refundable)	Time Slot for e-auction
<b>DAY 1 (10/10/2022)</b>							
1	I-14	35993	5700	20,51,60,100	1,02,58,005	17,700	Slot 1
2	I-24A	4030	5700	2,29,71,000	11,48,550	17,700	Slot 1
3	I-16	45000	5700	25,65,00,000	1,28,25,000	17,700	Slot 2
4	I-23	25850	5700	14,73,45,000	73,67,250	17,700	Slot 2
5	I-19	30000	5700	17,10,00,000	85,50,000	17,700	Slot 3
6	I-26	26500	5700	15,10,50,000	75,52,500	17,700	Slot 3
7	I-28	1500	5700	85,50,000	4,27,500	10,089	Slot 4
8	I-24H	1425	5700	81,22,500	4,06,125	9,585	Slot 4
<b>DAY 2 (11/10/2022)</b>							
9	I-15	37500	5700	21,37,50,000	1,06,87,500	17,700	Slot 1
10	I-17	45000	5700	25,65,00,000	1,28,25,000	17,700	Slot 1
11	I-18	30000	5700	17,10,00,000	85,50,000	17,700	Slot 2
12	I-21	25175	5700	14,34,97,500	71,74,875	17,700	Slot 2

S. No	Plot No.	Area of Plot in Sq. Mts.	Base Rate per Sq. Mt.	Base Premium Price of Plot in INR	EMD in INR	Bid Participation Fee (Tender Fee) in INR including GST (Non - Refundable)	Time Slot for e-auction
13	I-25	23500	5700	13,39,50,000	66,97,500	17,700	Slot 3
14	I-29	15225	5700	8,67,82,500	43,39,125	17,700	Slot 3
15	I-24C	1425	5700	81,22,500	4,06,125	9,585	Slot 4
16	I-27	1800	5700	1,02,60,000	5,13,000	12,107	Slot 4
<b>DAY 3 (12/10/2022)</b>							
17	I-22A	2992	5700	1,70,54,400	8,52,720	17,700	Slot 1
18	I-22C	2000	5700	1,14,00,000	5,70,000	13,452	Slot 1
19	I-24E	1425	5700	81,22,500	4,06,125	9,585	Slot 2
20	I-22G	992	5700	56,54,400	2,82,720	6,672	Slot 2
21	I-22I	1000	5700	57,00,000	2,85,000	6,726	Slot 3
22	I-22K	2000	5700	1,14,00,000	5,70,000	13,452	Slot 3
23	I-24L	4030	5700	2,29,71,000	11,48,550	17,700	Slot 4
24	I-24J	1425	5700	81,22,500	4,06,125	9,585	Slot 4
<b>DAY 4 (13/10/2022)</b>							
25	I-22B	2000	5700	1,14,00,000	5,70,000	13,452	Slot 1
26	I-22D	1000	5700	57,00,000	2,85,000	6,726	Slot 1
27	I-22F	992	5700	56,54,400	2,82,720	6,672	Slot 2
28	I-22H	1000	5700	57,00,000	2,85,000	6,726	Slot 2
29	I-22J	2000	5700	1,14,00,000	5,70,000	13,452	Slot 3
30	I-22L	2992	5700	1,70,54,400	8,52,720	17,700	Slot 3
31	I-24K	2138	5700	1,21,86,600	6,09,330	14,380	Slot 4
32	I-24I	1425	5700	81,22,500	4,06,125	9,585	Slot 4
<b>DAY 5 (14/10/2022)</b>							
33	I-24G	1417	5700	80,76,900	4,03,845	9,531	Slot 1
34	I-24B	2138	5700	1,21,86,600	6,09,330	14,380	Slot 1
35	I-24D	1425	5700	81,22,500	4,06,125	9,585	Slot 2
36	I-24F	1417	5700	80,76,900	4,03,845	9,531	Slot 2
37	I-22E	1000	5700	57,00,000	2,85,000	6,726	Slot 3

- The detailed e-tender cum e-auction RFB document can be viewed and/or downloaded from Goa IDC's bid posting on the Government of Goa's eProcurement System (<https://eprocure.goa.gov.in/nicgep/app>) from **17/08/2022** to **14/10/2022**.
- Goa Industrial Development Corporation reserves its right to reject any or all the Bids received for any or all the plots, or annul the RFB process for any or all the plots at any



stage in the paramount interest of the Corporation / Government of Goa and without assigning any reasons whatsoever.

6. For any details/clarifications regarding the e-tender cum e-Auction registration etc, applicants are requested to contact service provider on details provided on <https://eprocure.goa.gov.in/nicgep/app>.
7. All further updates regarding this RFB process, including clarifications, addenda, etc., if any, shall be posted only on <https://eprocure.goa.gov.in/nicgep/app>.
8. The submission of the e-tender and e-Auction will be held only in the online mode through the Government of Goa's eProcurement System (<https://eprocure.goa.gov.in/nicgep/app>) and no hard copy / physical submission shall be accepted during the RFB process.

**Managing Director  
Goa Industrial Development Corporation**

### 3. SCHEDULE OF BIDDING PROCESS

Sr. No	Event	Tentative Schedule
1.	Publication of advertisement in newspaper(s)	<b><u>17/08/2022</u></b> onwards
2.	Availability of the RFB on the Government of Goa eProcurement System ( <a href="https://eprocure.goa.gov.in/nicgep/app">https://eprocure.goa.gov.in/nicgep/app</a> )	from <b><u>17/08/2022</u></b> to <b><u>07/10/2022</u></b>
3.	Last Date for submission of pre-bid Queries by email to Goa IDC  (pre-bid queries to be emailed only to: <a href="mailto:eauctiongdc@gmail.com">eauctiongdc@gmail.com</a> )	<b><u>05/09/2022</u></b>
4.	Pre-bid meeting at Goa IDC Head Quarters  (Considering the constraints to Bidders due to the ongoing Pandemic (COVID-19), an option to Bidders for attending the pre-bid meeting through Video Conference shall be provided on specific request by Bidders. Bidders will be required to send a formal request to Goa IDC ( <a href="mailto:eauctiongdc@gmail.com">eauctiongdc@gmail.com</a> only) with details (names, designation, mobile number and email id) of its representative that intend to attend the meeting. Goa IDC shall share the link of the pre-bid meeting to their respective email ids directly).	On <b><u>07/09/2022 3:00 pm (IST)</u></b> together for <b><u>all 37 plots</u></b>
5.	Bid due date (online mode only)	On <b><u>07/10/2022 at 6:30 pm (IST)</u></b> for all 37 plots
6.	Opening of online Bids and “Initial Plot Rate” Offers	<b><u>As per Schedule in NIT</u></b>
7.	<b>e-auction process</b>  (Only bidders who have successfully submitted their online Bids, their Technical submissions have been determined as “Responsive” & Financial Bids have been opened, shall be eligible to participate in the e-auction process for the plot(s) for which they have submitted their Bid(s), subject to clauses 9.19 & 9.20).	<b><u>As per Schedule in NIT</u></b>
8.	Issuance of Offer of Allotment to the Selected Bidder(s) for respective plot(s)	To be announced later

## **4. DEFINITIONS / KEY TERMS**

### **4.1 Definitions**

Unless defined otherwise, the following terms wherever used in this RFB document shall have the following meanings:

- 4.1.1 **“Allotee”** shall mean the entity in favour of which the Allotment Order shall be issued and with whom the Lease Deed shall be entered into by Goa IDC; the Bidder/Bidding Entity shall hold minimum 51% equity shareholding in the Allotee.
- 4.1.2 **“Applicable Laws”** means any law, act, legislation, statute, rule, directive, circular, ordinance, notification, exemption, regulation, judgments /orders of a competent court, tribunal, regulatory bodies and quasi-judicial body or any interpretation thereof enacted, issued, or promulgated by any Authority and applicable to either the Authority, to Bidders or to the H1 Bidder or to the Selected Bidder.
- 4.1.3 **“Authority”** means the Goa Industrial Development Corporation (Goa IDC), a Government of Goa Undertaking and shall include its legal representatives, successors, administrators and permitted assigns or any other Agency designated by the Government of Goa.
- 4.1.4 **“Allotment Offer”** or **“Offer of Allotment”** or **“Allotment Letter”** means the letter issued by Goa IDC to the Selected Bidder, notifying the Bidder’s / Applicant’s selection as the Highest Bidder for the Plot and Goa IDC’s intent for allotment of the Plot, whereby the Selected Bidder shall be required to fulfil the conditions stipulated in the letter within the specified timelines.
- 4.1.5 **“Allotment Order”** means the order issued by Goa IDC to the Selected Bidder / Allotee confirming the fulfilment of the conditions of the Offer of Allotment and approval of the Detailed Project Report (DPR) submitted by the Selected Bidder, requiring the Allotee to come forward for joint inspection of the Plot, entering into the Lease Deed and taking the possession of the Plot, within the specified timeframe.
- 4.1.6 **“Authorized Signatory”** shall have the meaning given to it in Clause 9.11.
- 4.1.7 **“Auction Plot Rate”** mean the premium price quoted by the Bidder for the plot per square meter during the e-auction process, in accordance with the terms and conditions of this RFB document.
- 4.1.8 **“Bidder/Bidding Entity”** or **“Applicant”** shall be either a person, who has attained majority, a group of persons, Company, Proprietary Firm, Partnership Firm, Joint Venture, or Registered Co-operative Society; In case of person / group of persons, the bidder must be a Citizen of India and he/she should be competent to enter into a contract; No change in name of the Bidder will be allowed under any circumstances; that has

submitted a bid in response to the RFB and in favour of whom the Offer of Allotment shall be issued by Goa IDC; who if allotted the Plot, undertakes to abide by the terms and conditions of the RFB. The Bidder/Bidding Entity shall hold minimum 51% equity shareholding in the Allotee.

- 4.1.9 **“Building Byelaws/Regulations”** shall mean the byelaws / regulations prescribed in the Goa (Regulations of Land Development and Building Construction) Act, 2008 and the Goa Land Development and Building Construction Regulations, 2010 and amendments thereto as notified by the Government of Goa.
- 4.1.10 **“Blood Relation”** or **“Relative”** in relation to an individual, means the husband, wife, brother or sister or any lineal ascendant or descendant of that individual, as defined in Section 2(41) of the Income Tax Act.
- 4.1.11 **“Base Premium Price of Plot”** or **“Base Plot Rate”** shall mean the base premium price of the plot per square meter that has been fixed by the Authority in clause 7 of the DATA SHEET and below which the Initial Plot Rate and the Auction Plot Rate will not be accepted.
- 4.1.12 **“Bid”** or **“bid”** or **“Proposal”** shall mean the documents submitted by a Bidder through the online bid pursuant to this RFB, along with any additional information/clarifications required/ sought by the Authority, and the Financial bid. The Bid shall be strictly in the formats provided by the Authority (where provided) and only through the online mode.
- 4.1.13 **“Bid Due Date”** shall mean the last date and time for submission of Bids, as mentioned as in the Schedule of Bidding Process.
- 4.1.14 **“Bid Validity Period”** shall mean a period of 180 (one hundred and eighty) days from the Bid Due Date or such extended period as may be requested by the Authority.
- 4.1.15 **“Bid Document”** or **“Bidding Document”** or **“RFB document”** or **“RFP”** means this Bidding Document issued by the Authority for e-tender cum e-auction of Plots at Verna, Goa and shall include any annexures, modifications, Corrigendum (a)/ Amendment(s) or clarification thereto. The Bidding Documents shall comprise of as follows:
- a. This RFB document;
  - b. The draft Lease Deed;
  - c. Any Annexures, Corrigendum(s)/ Amendment(s)/ clarification(s) to the RFB document issued by the Authority subsequent to the issue of the RFB document will also be considered an integral part of the Bidding Document.

In case of any conflict between the provisions of this RFB and the provisions of the Lease Deed, the provisions of the Lease Deed shall prevail over the provisions of this RFB.

- 4.1.16 **“Business Day/ business day”** means a Government of Goa working day other than a public holiday as declared by the Government of Goa.
- 4.1.17 **“Company” or “Corporate Entity”** means a company as defined in the Companies Act 1956 and the Companies Act, 2013 and/or the amendments made thereunder.
- 4.1.18 **“Commencement Date” or “Effective Date of Contract”** means the date of issue of the Allotment Order.
- 4.1.19 **“Conditions Precedent”** shall mean the allotment pre-conditions as in clause 12 of the DATA SHEET of this RFB.
- 4.1.20 **“Corrigendum(a) and Amendment(s)”** shall have the meaning given to it in Clause 9.4.
- 4.1.21 **“Day”** means calendar day.
- 4.1.22 **“Detailed Project Report” or “DPR”** shall mean the report that shall be required to be submitted by the Selected Bidder within 30 days of the date of issuance of the Offer of Allotment, comprising the details of the proposed industry in the format as prescribed by Goa IDC. **The Bidder / Applicant shall also confirm the details of the proposed Allottee, including the shareholding / ownership pattern, name, incorporation details and proof, limited to the manner as permitted in this RFB, for placing before the Evaluation Committee of Goa IDC for approval.**
- 4.1.23 **“Earnest Money Deposit” or “EMD” or “Bid Security”** shall mean the amount specified in the Notice Inviting Tender (NIT) for each plot that has to be deposited by bidders only through the modes specified in the online portal, in accordance with Clause 9.9.3.
- 4.1.24 **“e-Auction”** shall have the meaning given to in Clause 5.2.
- 4.1.25 **“Evaluation Committee”** shall mean the committee constituted by the Authority for scrutinising the Technical Submissions, reviewing, approving and recommending the Detailed Project Report (DPR) submitted by the Selected Bidder for each plot. The Evaluation carried out by the Evaluation Committee shall be placed before the Selection Committee for decision / approval.
- 4.1.26 **“Financial Criteria”** shall have the meaning given to it in Clause 8.1.2
- 4.1.27 **“H-1 Bidder”** is the Highest/ Selected Bidder, who has submitted the Highest Premium price (Auction Plot Rate) in the e-Auction process.

4.1.28 **“Industrial Undertaking”** shall have the meaning as given in clause 3 (h) – (i), (ii), (iii), (iv) & (v) of the Goa-IDC Allotment Regulations, 2014 read with Goa IDC Allotment (Second Amendment) Regulations, 2021 and be as below:

- i) Manufacturing Industry related to manufacture (manufacturing, processing, etc. classified as per the National Industrial Classification which is used to issue Udyog Adhar Memorandum / Udhyam registration by Ministry of MSME and for large scale Industry and Internal Trade Ministry of Commerce & Industry) of all types of goods except tobacco products and any other product/activity barred by the specific orders of the Government or ‘by the Corporation’;
- ii) Captive warehousing means warehousing required for storage of its own raw material or finished goods by a manufacturing unit, provided such a manufacturing unit is located within the State of Goa;
- iii) Information Technology, Units including ITES & BPO Services employing a minimum of 50 persons;
- iv) Research & Development Centre’s employing a minimum of 25 persons;
- v) Automobile/Aircraft/Ships repair & services with showroom area not exceeding 10% of the built up area;

The industry shall be subject to the norms prescribed under the environmental guidelines issued by the Government from time to time and will be restricted to industries in the Green and Orange categories only.

4.1.29 **“Initial Plot Rate” or “Financial Bid”** means the premium price bid for the plot per square meter that is submitted by a Bidder along with the online bid submission, in accordance with the terms and conditions of this RFB document.

4.1.30 **“Lease Deed”** means the Lease **Deed** required to be entered into between the Allottee and Goa IDC and all the attached documents which includes General Conditions (GC), the Special Conditions (SC), and the Appendices; the Lease Deed shall have to be duly registered by the Allottee with the applicable Sub-registrar’s office of the Government of Goa.; the draft Lease Deed is enclosed with the Bidding Documents as Volume II and shall be binding on the Selected Bidder.

4.1.31 **“Lease Period”** shall mean the Period of lease for the allotted plot as specified in clause 5 of the DATA SHEET of this RFB; The Lease Period shall commence from the date of issuance of the Allotment Order.

4.1.32 **“Managing Director”** is the Managing Director of the Goa Industrial Development Corporation.

4.1.33 **“Members of Family” or “Family”** shall mean and include the following:

- (i) the wife or husband as the case may be of the Goa IDC employee whether residing with the employee or not but does not include a wife or husband, as the case may be separated from the employee by a decree or order of a competent court;
- (ii) Son or daughter or step son or step daughter of the employee and wholly dependent on him, but does not include a child or step child who is no longer in any way dependent on the employee or whose custody the employee has been deprived by or under any law;
- (iii) Any other person related or Relation, whether by Blood Relation or marriage to the employee or to the employee's wife or husband and wholly dependent on the employee.

4.1.34 **"Partnership"** is the relation between persons who have agreed to share the profits of a business carried on by all or any of them acting for all. Persons who have entered into partnership with one another are called individually, "partners" and collectively "a firm"; and as defined as per the Partnership Act 1932 and amendments thereto.

4.1.35 **"Person"** includes firms, companies, corporations and association or bodies of individuals, whether incorporated or not.

4.1.36 **"Pre-Bid Meeting"** means pre-bid meeting to be held as per the schedule indicated in the Schedule of Bidding Process.

4.1.37 **"Statutory Authority"** or **"Regulatory Authority"** means any Government department, Local Government council, inspection authority, courts, tribunal, regulatory bodies and quasi-judicial body, any other statutory authority of Government of India or the Government of Goa, authority exercising any sovereign function, and includes any Municipal, Panchayat or Local authority.

4.1.38 **"Selection Committee"** shall mean the committee constituted by the Government of Goa for monitoring the e-auctioning proceeding.

4.1.39 **"Selected Bidder"** means the Bidder/Applicant in the name and style of its registration on the Government of Goa eProcurement System (<https://eprocure.goa.gov.in/nicgep/app>) selected through this e-tender cum e-auction process as the H1 Bidder to whom the Offer of Allotment would be issued by Goa IDC / Authority for the respective plot.

4.1.40 **"Site" or "Plot"** means the respective land extent for which this e-tender cum e-auction RFB has been invited and specifically participated by the Bidder / Applicant.

4.1.41 **"Technical Criteria"** shall have the meaning given to it in Clause 8.1.1.

4.1.42 **"Technically Qualified Bidder"** means a bidder whose Technical submission is responsive and meets the requirements to the satisfaction of the Authority as per the

terms and conditions of the RFB and is eligible for participating in the e-auction and also opening of their Financial Bid / Initial Plot Rate Offer.

4.1.43 **“Technical Submission”** means the information submitted by a Bidder in accordance with Section 9 of the RFB.

## **4.2 Rules of Construction**

- 4.2.1 A reference to singular includes the plural and vice-versa where the context so requires;
- 4.2.2 A reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinated legislation issued under, that legislation or legislative provision;
- 4.2.3 The metric system of measurement shall be used for the purpose of the Lease Deed;
- 4.2.4 Headings do not affect the interpretation of this RFB document;
- 4.2.5 A reference to any person includes that person's executors, administrators, substitutes, successors and permitted assigns;
- 4.2.6 A reference to a day, month or year is relevant to a day, month or year in accordance with the Gregorian calendar; unless otherwise specified in this RFB document;
- 4.2.7 A reference to ₹, Rs., INR or Rupees is to the lawful currency of the Republic of India unless specified otherwise;
- 4.2.8 A reference to an agreement, deed, instrument or other document include the same as amended, notated, supplemented, varied or replaced from time to time;
- 4.2.9 The expressions "including", "includes" and "include" have the meaning as if followed by "without limitation";
- 4.2.10 The expression "writing" or "written" shall include communications by electronic mail and letter;
- 4.2.11 If there is any difference between a number expressed both in figures and words, the latter shall prevail. This shall also apply to all documents and communication received by Goa IDC / the Authority from the Bidders.

## **4.3 Governing Law and Jurisdiction of Courts**

- 4.3.1 The RFB / Bidding Documents and Bidding Process shall be governed by and construed in accordance with the laws of India and the Courts / High Court of Bombay at Goa shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.



## **5. INTRODUCTION**

### **5.1 Background**

- 5.1.1 The Goa Industrial Development Corporation (Goa IDC) is a statutory body constituted by the Government of Goa under the Goa Industrial Development Act, 1965 for the purpose of securing and assisting in the rapid and orderly establishment and organisation of industries in industrial estates in the State of Goa.
- 5.1.2 Goa-IDC, herein after also referred to as the (“**Authority**”) has successfully carried out 02 (two) round of e-tender cum e-auction process for plots at Verna and the Selected Bidders have been issued the Offer of Allotment for the respective Plots. Now, Goa IDC has decided to carry out the 3<sup>rd</sup> (third) round of the e-tender cum e-auction of its select prime “Industrial Undertaking” use plots situated at Verna, Goa for leasing out on long lease basis. The period of the lease shall initially be 30 (thirty) years, that shall be extendable at the request of the Allottee for a total term of 95 years, in case the said industry is fully set up and in operations within the first 5 years of the Lease Period.
- 5.1.3 The Authority shall be entering into the Lease Deed with the respective Allottee(s) for each of the plot(s).
- 5.1.4 The Authority has decided to carry out a single stage two-part competitive bidding process for the selection of Allottees for each of the 37 plots identified for bidding through this e-tender cum e-auction process on the Government of Goa eProcurement System (<https://eprocure.goa.gov.in/nicgep/app>).

### **5.2 The e-tender cum e-auction process**

- 5.2.1 The process will be taken up in two stages, strictly through the online mode and **no physical / hard copy submission is required to be made, until completion of the e-auction process and intimation by Goa IDC to the Highest Bidder / Selected Bidder.**
- 5.2.1.1 **In the first stage (e-tender),**
- (i) Bidders are required to submit their Bids in two parts, namely a Technical submission and a Financial Bid (Initial Plot Rate). A Bidder is permitted to submit its Bid for more than one plot.
  - (ii) The Bidder(s), who successfully submit their Technical and Financial Bid (Initial Plot Rate Offer) for the respective plot through the online portal shall be considered as (subject to the Technical Submissions being in order and produced in original by the Bidder before Goa IDC for verification, prior to issuance of Offer of Allotment) as eligible to participate in the e-auction process only for the plot for which the Technical and Financial Bid has been submitted, subject to clauses 9.19 and 9.20 of this RFB. In case of failure of the Bidder to produce the originals of the documents before Goa IDC for

verification on the date fixed by Goa IDC or the documents submitted are found to be in non-compliance to the RFB conditions, the bid of the Bidder shall be summarily rejected and EMD of such Bidder shall be forfeited.

- (iii) The Technical Bid submitted by the Bidder for each plot shall be opened on the date and time specified in the NIT. Upon confirming that the requisite Technical submissions have been submitted by the Bidders and determining that the Technical submission is “Responsive” as per clause 9.19, the **Financial Bid /Initial Plot Rate** Offers shall be opened. The Financial Bids of the Bidders who have not submitted any or all of the required Technical submissions or the EMD and/or the Bid Participation Fee (Tender Fee) and/or the Bid Processing Fee will not be opened and the Bid shall be rejected. The decision of the Authority in this regard shall be final and binding on the Bidders. The detailed evaluation (including verification with originals) of the Technical submissions shall however be carried out by Goa IDC for the Highest Bidder, upon conclusion of the e-auction process, and the Highest of the Financial Bid / Initial Plot Rate and/or the Auction Plot Rate, quoted by the Bidder, shall be considered for acceptance, subject to the “Responsive” outcome of the evaluation of the Technical submissions.
- (iv) The e-procure online portal shall not accept any **Financial Bid /Initial Plot Rate** quoted below the Base Plot Rate specified in clause 7 of the DATA SHEET, for online submission. Further, the Bid / Bidder quoting the least **Financial Bid /Initial Plot Rate** Offer amongst all Bidders in compliance with respective provisions of this bid document shall be eliminated from the bidding process and shall not be eligible for participating in the e-auction process. The EMD of such bidder shall be returned upon completion of this Bid Process. The elimination shall however not be carried out in case the total number of eligible Bidders for a Plot is less than five (05). In the event of identical Initial Plot Rate Offers have been submitted by more than one Bidder, all such Bidders shall be assigned the same rank for the purposes of determination of eligible Bidders.
- (v) The balance Bidders whose **Financial Bid /Initial Plot Rate** Offer has been opened shall be eligible for participating in the e-auction. It shall however not be mandatory for the eligible bidder(s) to participate in the e-auction.
- (vi) However, in the event the number of Bidders eligible to participate in the e-auction is less than five, then all the Bidders whose Financial Bid have been opened shall be allowed to participate in the e-auction.
- (vii) The highest **Financial Bid /Initial Plot Rate** received for a Plot shall be set as the minimum floor price for commencement of the e-auction process for the Plot.

- (viii) In the event that a single Financial Bid / Initial Plot Rate offer has been received for a Plot, the e-auction process for the Plot shall still be carried out and the Bidder shall be declared as the Highest Bidder / Selected Bidder, after completion of the e-auction time. It shall however not be mandatory for the Bidder to participate in the e-auction. However, in case the **Financial Bid /Initial Plot Rate** offer of such Bidder is noted to be the Base Plot Rate as specified in para 7 of the DATA SHEET, then in such case the Offer of Allotment to such Bidder shall be made at specified Base Plot Rate plus INR 100.

**5.2.1.2 In the second stage (e-auction),**

- (i) Only the Bidders who have submitted their Technical and Financial Bid for a Plot through the online portal and whose Financial Bid / Initial Plot Rate has been opened shall be eligible for participating in the second stage, i.e. the e-auction process, subject to the conditions laid at clause 5.2.1.1(iv) of this RFB. However, in the event that a single Financial Bid / Initial Plot Rate offer has been received for a Plot, the e-auction for the Plot shall still be carried out and the Bidder shall be declared as the Highest Bidder / Selected Bidder as specified in clause 5.2.1.1(viii).
- (ii) The Bidders shall be required to log-in in to the online portal with their respective log-in ID's and participate in the live e-auction process for the Plot at the scheduled time and date as specified in the NIT.
- (iii) During the live e-auction process, the identity of the Bidders shall be kept confidential and shall remain undisclosed until the completion of e-auction process.
- (iv) It shall be at the choice of the Bidder to participate in the live e-auction and not mandatory. Failure to log-in / participate in the live e-auction shall be at the sole risk of the Bidder and the Authority shall under no circumstances be held responsible for any such eventualities.
- (v) In case the Bidder chooses not to participate in the Auction, in such case the Initial Plot Rate Offer of the Bidder shall be considered as his/her best and final offer, subject to clause 5.2.1(viii).
- (vi) In case of a tie in the Financial Bid / Initial Plot Rate offer received, which is also the Highest Initial Plot Rate offer set as the minimum floor price for commencement of the e-auction process for the Plot, and in the event that no higher offer is received in the e-auction, then in such case, Goa IDC shall reserve the right to invite the tie Bidders to separately submit their "final revised Plot Rate" offer in a sealed envelope to Goa IDC prior to date and time, as specified by Goa IDC. The Bidder emerging as the Highest Bidder at the opening of such sealed envelope "final revised Plot Rate" shall be declared as the Selected Bidder. Goa IDC shall also reserve the right to devise any

other alternative competitive process for determination of the Selected Bidder in such tie case.

- 5.2.2 Upon completion of the live e-auction process, the Highest Bidder(s) quoting the **Highest Auction Plot Rate** or the **Highest Initial Plot Rate**, whichever is higher, for the respective Plot(s) shall be invited by Goa IDC to come forward for verification of the original documents and submission of the Notarised Documents, the scanned copies of which have been submitted as part of the Technical submissions made online. Representatives of the Bidders shall be required to attend the office of Goa IDC on such specified date along with a letter of authority from the Bidder. E-mails providing the authorisation shall not be considered. While advance notice of at least 3 (three) calendar days shall be provided for the same by Goa IDC, requests to reschedule of the same shall not be entertained by Goa IDC. Goa IDC reserves the right to send such communication to the Highest Bidder by email only. Failure to attend or failure to produce the original documents for verification and/or submit any or all of the required Technical submissions shall lead to rejection of the Bid and EMD of such Bidder shall be forfeited. The decision of the Authority in this regard shall be final and binding on the Bidders. In such an event, Goa IDC shall invite the 2<sup>nd</sup> Highest Bidder in the e-auction to match the Highest Auction Plot Rate offer received. In the event the 2<sup>nd</sup> Highest Bidder does not agree to match the Highest Auction Plot Rate offer received within the stipulated timeframe, Goa IDC shall invite the 3<sup>rd</sup> Highest Bidder in the e-auction to match the Highest Auction Plot Rate offer received. In the event the 3<sup>rd</sup> Highest Bidder does not agree to match the Highest Auction Plot Rate offer received within the stipulated timeframe, Goa IDC shall annul the e-tender cum e-auction process for the said Plot and decide to invite fresh bids for the plot. Failure to match the Highest Auction Plot Rate shall not be considered as a default and shall not entail the forfeiture of EMD.
- 5.2.3 The Bidder(s) having quoted the Highest **Auction Plot Rate** offer or the **Highest Initial Plot Rate**, whichever is higher, during the e-auction process shall be identified as the Selected Bidder(s) / Allottee(s) for the respective Plots, subject to the provisions of clause 5.2.2.
- 5.2.4 In case of plots where only one Financial Bid has been received for any Plot, the e-auction process shall still be carried out. It shall however not be mandatory for the Bidder to participate in the e-auction. In such case, the Bid received shall be declared as the Highest Bidder / Selected Bidder as specified in clause 5.2.1.1(viii).
- 5.2.5 In the event that no Bidder participates in the e-auction or any Bidder does not participate in the e-auction, the Initial Plot Price offers submitted by such Bidders shall be considered as their best and final offer for the purpose of evaluation and determination of the Highest Bidder / Highest Bid, subject to clause 5.2.1.1(viii).
- 5.2.6 The details of the e-tender cum e-auction Process are specified in Section 13.

### 5.3 Description of the Plots

- 5.3.1 In all, 37 plots have been identified by Goa IDC that are envisaged to be leased to the respective selected Allottee(s) quoting the highest Auction Plot Rate. The details of the 37 Plots along with plot nos. and their corresponding areas (In Square Metres) is at **Table 1** of this RFB.
- 5.3.2 The master plan / layout and location plan of the plots is at **Annexure-2** of this RFB for information of bidders. The Plot Layout Plan and Contour Layout Plan is also provided separately along with this RFB as **Enclosure-1** and **Enclosure-2**, respectively. The Bidders are required to visit the location and carry out their own and independent inspection and assessment of the ground status of the Plot(s), which shall be leased on “as-is-where-is” basis, pursuant to this RFB process. The title of the land comprising the Plots is held by Goa IDC and is free from any litigation / encumbrance. A press note by Goa IDC along with enclosures thereto is provided separately along with this RFB as **Enclosure-3**, for ready reference of Bidders / Applicants.
- 5.3.3 The final area of the plots shall be determined on the basis of a joint inspection and survey at the time of the handing over of the plots. The differential amounts, if any, shall accordingly need to be adjusted by either party as per clauses 6.1.30 and clause 6 of the DATA SHEET of this RFB.

**Table 1 : Plots nos. and corresponding Plot areas in Sq. Mts.**

Sr. No.	Plot No.	Area of Plot in Sq. Mts.
1	I-14	35993
2	I-24A	4030
3	I-16	45000
4	I-23	25850
5	I-19	30000
6	I-26	26500
7	I-28	1500
8	I-24H	1425
9	I-15	37500
10	I-17	45000
11	I-18	30000
12	I-21	25175
13	I-25	23500
14	I-29	15225
15	I-24C	1425
16	I-27	1800
17	I-22A	2992
18	I-22C	2000
19	I-24E	1425

Sr. No.	Plot No.	Area of Plot in Sq. Mts.
20	I-22G	992
21	I-22I	1000
22	I-22K	2000
23	I-24L	4030
24	I-24J	1425
25	I-22B	2000
26	I-22D	1000
27	I-22F	992
28	I-22H	1000
29	I-22J	2000
30	I-22L	2992
31	I-24K	2138
32	I-24I	1425
33	I-24G	1417
34	I-24B	2138
35	I-24D	1425
36	I-24F	1417
37	I-22E	1000

## **6. ALLOTMENT TERMS & CONDITIONS**

- 6.1 The Allotment of the plots by Goa IDC shall be subject to the following terms and conditions:
- 6.1.1 The plot will be used for the purposes it is auctioned i.e. for “Industrial Undertaking” purposes only as defined in this RFB and change of land use or any other Industrial Use other than that specified, shall not be permitted. Further the purpose of allocation shall be strictly as proposed in the Bid. Any change in business activities shall be with prior written approval of Goa IDC and after following due process including payment of applicable fees to Goa IDC, if any.
- 6.1.2 The plot(s) are being auctioned for lease on 'as is where is' basis and it shall be the responsibility of the Bidder(s) to inspect and satisfy themselves about the site position of the plot(s) and its measurements / dimensions or shape before participating in this e-tender cum e-auction process.
- 6.1.3 The Premium offered by the Bidder shall be exclusive of the following: -
- a. Municipal and other Taxes payable to the Local Authorities and Planning Authorities
  - b. Insurance Premium
  - c. Stamp Duty & Registration charges as may be applicable
  - d. Annual Lease Rent
  - e. Charges such as Security Deposit for Electric Meters, Statutory / license fees, Plan Approval Fees, if any, etc. Any other charges which may be applicable as per Govt. or Goa IDC rules. Payment of such charges will be the liability of the successful Bidder/Allottee.
  - f. Water Distribution Betterment Charges, Documentation charges, Power Supply, Infrastructure Development Charges & other applicable charges.
  - g. Connection charges and user charges for use of STP / ETP, in case such facility is offered by Goa IDC at a later date.
  - h. Interest applicable on the Premium due, if applicable
  - i. GST, if applicable
  - j. Other taxes, duties, cess, etc. wherever applicable
- 6.1.4 The acceptance or rejection of the Bid by the Goa IDC or the methodology adopted by the Goa IDC for the plots on the e-procurement platform of the Government of India shall not become a cause of action or ground to initiate any legal action before any court of law for obtaining any Order, Injunction, Direction etc. from the Hon'ble Court to stay the Bid process proceedings.
- 6.1.5 The allottee shall adhere to the provisions of the Goa Stamps and Registration Act. The registration charges and stamp duty towards registration of Lease Agreement shall be borne by the allottee.
- 6.1.6 The allottee will strictly adhere to the building regulations and parameters as prescribed for the particular use of the plot.

- 6.1.7 The Bidder(s) shall not involve himself or any of his representatives in price manipulation of any kind directly or indirectly by communicating with other bidder(s). The bidder(s) shall not divulge either his bids or any other exclusive details to any other party.
- 6.1.8 The decision of Goa IDC regarding declaration of Successful Bidder(s) and Allottee(s) shall be final and binding on all the Bidder(s).
- 6.1.9 Goa IDC shall not have any liability to Bidder(s) for any interruption or delay in access to the website / Government of Goa eProcurement System (<https://eprocure.goa.gov.in/nicgep/app>), irrespective of the cause.
- 6.1.10 Goa IDC shall not be responsible for any damages, including damages that result from, but are not limited to negligence.
- 6.1.11 No interest shall be payable on the EMD or any payment refunded, if any.
- 6.1.12 Goa IDC will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.
- 6.1.13 Sub-division of the Plot shall not be permitted
- 6.1.14 The Allottee shall at its own cost set up the necessary infrastructure including Electric Sub-Station / Transformer within its Plot, as may be required for availing the requisite power supply / connection load, as per the requirement of Goa Electricity Department.
- 6.1.15 The Allottee shall be responsible for obtaining all the necessary Clearances/NOCs from the respective Local Authorities and Statutory / Regulatory bodies as required for the proposed Industrial Undertaking from time to time. **The Standard Operating Procedure-1 of Goa IDC** for issuance of Building License / Permit / Technical Clearance / Development Permission and **Standard Operating Procedure-2 of Goa IDC** for issuance of Occupancy Certificate / Completion Order, is provided separately along with this RFB as **Enclosure-4**, for ready reference of Bidders / Applicants.
- 6.1.16 The Allottee shall ensure the compliance for setting up of Effluent Treatment Plant (ETP) and/or Sewerage Treatment Plant (STP), etc. within the plot as may be necessary as per requirement specified by the Pollution Control Board. Further, the Allottee shall make its own arrangements for safe and scientific disposal of the treated effluent / sewerage or any other waste.
- 6.1.17 The Allottee has to submit the Detailed Project Report (DPR) for the approval of the Evaluation Committee of the Goa IDC within 30 days from the date of issuance of Offer of Allotment. The same shall be irrespective of the payment obligations and

shall be a parallel action. **In the DPR, the Bidder / Applicant shall also confirm the details of the proposed Allottee, including the shareholding / ownership pattern, name, incorporation details and proof, limited to the manner as permitted in this RFB, for placing before the Evaluation Committee of Goa IDC for approval.**

- 6.1.18 Areas of plots are approximate and subject to joint survey and measurement / demarcation on site subsequent to the fulfilment of obligations set forth in the Offer of Allotment and prior to the signing of the Lease Deed / taking over possession of the Plot.
- 6.1.19 The Allottee shall not be permitted to transfer or assign the rights and interest in or benefits derived under the Lease Deed executed between him/her and the Goa IDC in respect of the plot without the prior permission of the Goa IDC. Proposal for transfer of the Plot, if any, shall be as per the Transfer & Sub-lease conditions of the Goa Industrial Development Corporation Regulations, 2018 and/or any subsequent amendments thereto.
- 6.1.20 The letters communicating the Offer of Allotment by the Corporation in respect of the Plot shall be sent by Registered Post A.D. on the address given in the offer. The letter shall be deemed to have been received by the bidder at the expiry of 7 days of such dispatch.
- 6.1.21 The intending Bidder(s) / Allottee(s) shall have to make the following payments while submitting its Bid(s) for each of the Plot(s):
- 6.1.21.1 Deposit 5% of the Base Premium Price of Plot (i.e. area of plot **X** reserve Base Rate), specified as EMD in the NIT for each Plot, through the Payment modes / Gateway of the eProcurement System, while submitting its online Technical and Financial Bid. The EMD of the unsuccessful Bidders, except the 2<sup>nd</sup> Highest Bidder shall be returned within 10 (ten) days of completion of the e-auction process. The EMD of the 2<sup>nd</sup> Highest Bidder shall be returned within 7 days of receipt of first instalment payment of Premium by the Selected Bidder / Allottee. The refund of EMD shall be through the online mode only and shall be credited directly to bank account of the Bidder from where the remittance was made / details of which have been provided by the Bidder / Applicant during the registration on the online e-procurement portal. In case the 2<sup>nd</sup> Highest Bidder declines from accepting to match the Highest Auction Plot Rate offer received and the offer is being made to the 3<sup>rd</sup> Highest Bidder, in such case the 3<sup>rd</sup> Highest Bidder shall be required to remit 5% of such determined Premium Price of the Plot within 10 days of date of such intimation by Goa IDC.
- 6.1.21.2 Payment of one-time non-refundable Bid Participation Fee (Tender Fee) to Goa IDC for the corresponding plot as specified in the NIT through the Payment



modes / Gateway on the eProcurement System, while submitting its online Technical and Financial Bid.

- 6.1.21.3 Payment of INR 6000 (Rupees Six Thousand Only) towards one-time non-refundable Bid Processing Fees to Info Tech Corporation Goa (ITG) for the processing of the online bid.

**Bidders / Applicants are required to take note that the aggregator Bank may take about 48 hours / 2 working days for processing / confirming the receipt of the payment, without which further Bid submission process may not be enabled for the Bidder / Applicant. As such, Bidders / Applicants are required to ensure that the payments are made well in advance, so as to avoid any last minute difficulties due to non-confirmation of payment receipt by the aggregator Bank.**

- 6.1.22 Quoted amount of Premium price (Highest quoted Auction Plot Price X area of Plot) of the Plot(s), after adjusting the Earnest Money Deposit (EMD), shall be payable by the selected Bidder / Allottee to Goa IDC as per the timelines mentioned at clause 26 of the DATA SHEET of this RFB and the Offer of Allotment. Failure to comply to the same shall be deemed as default of the Bidder / Allottee and the Goa IDC shall cancel the Offer of Allotment and forfeit the EMD and any payment of the instalment payments already made by the Allottee, if any. Goa IDC will have the exclusive right to carry out a fresh tender / auction process for such Plot(s) or to offer the same to the 2<sup>nd</sup> Highest Bidder to match the highest offer received or to the 3<sup>rd</sup> Highest bidder, in case the 2<sup>nd</sup> Highest Bidder does not agree to match the Highest Auction Plot Rate, without further reference with the Bidder or to carry out any such allotment of the Plot as it deems fit. Submission of Bid in response to this RFB shall be deemed as acceptance of the Bidder to this condition.
- 6.1.23 Upon successful completion of the e-tender cum e-auction process and obtaining the needful approval of the Government of Goa / Goa IDC, the Allotment process shall be initiated by Goa IDC, the envisaged timelines for which shall be as in clause 12 of the DATA SHEET of this RFB.
- 6.1.24 The allotment of the Plot shall be subject to the approval by the Evaluation Committee of Goa IDC on the Detailed Project Report (DPR) of the proposed industry.
- 6.1.25 Goa IDC reserves the right to cancel, amend, revoke, modify the conditions of this RFP / allotment at its discretion or reject any or all offers without assigning any reasons thereof and the Bidder(s) will not have any say in the matter.
- 6.1.26 Bidder(s) shall submit their Bid comprising the Technical Submissions and Financial Bid / Initial Plot Rate in accordance to the terms set forth in this RFB document and as modified, altered, amended and clarified from time to time by the Authority. All

Bids shall be submitted on or before the Bid Due Date and as per the Schedule of Bidding Process.

- 6.1.27 In the event of default in any payment as per the Offer of Allotment without written application for the option of extension as provided in clause 26 of the DATA SHEET and subsequent approval of the Goa IDC, the allotment of the Plot shall be deemed to have been automatically cancelled. Allottee shall note that unless the payment for the first instalment is made in time, the time extension in time for payment of second instalment (along with applicable interest) shall not be granted and until such time, request applications for the same will not be entertained under any circumstances.
- 6.1.28 The “No Objection Certificate” for obtaining Bank loan, if any, will be issued on the request of the Allottee only after receipt of full payment and execution of the Lease Deed. The same shall however be with terms and conditions of Goa IDC as applicable from time to time. This shall however be subject to rules and regulations of Goa IDC as applicable from time to time.
- 6.1.29 The possession of the plot shall be given only on receipt of payments in full in accordance with the mode of payment prescribed and signing of the Lease Deed. It shall be mandatory for the Allottee to take possession of the Plot within 30 days of signing of the Lease Deed.
- 6.1.30 A joint inspection and survey shall be carried out at the time of handing over of possession and any variation in exact land extent shall be recorded. The difference in the amount of the Premium shall be required to be paid by the Allottee within 30 (thirty) days from the demand of the said differential amount by Goa IDC. In case of the land extent is found to be lesser than that mentioned, the excess amount received by Goa IDC shall be refunded to the allottee by Goa IDC without any interest within 30 (thirty) days from the date of joint survey. Alternatively, Goa IDC shall have the option of making available the shortfall land extent, if such contiguous land is available with it. In case of any delay in payment of the differential amount by the Allottee, interest at the rate of 11% per annum shall be payable by the Allottee on such outstanding amount.
- 6.1.31 Employees and Members of Family of Employees of Goa IDC are prohibited from participating in the Bid.
- 6.1.32 **In case of the Bidder being a Proprietary Concern, in the event that the Bidder proposes to engage into business activities that are different from its current line of business, the Bidder shall either obtain necessary approvals/documentation from the appropriate Statutory/Regulatory Government Bodies/Agencies for inclusion of the proposed activities in the business activities of the firm or shall suitably incorporate a separate legal entity that shall either be a proprietary concern of the Bidder’s Proprietor or a Company under the Companies Act 2013 with not less than 51% equity shareholding by the Bidder, that shall be the Allottee.**

## 7. DATA SHEET

Sr No	Parameter	Details
1.	RFP No.	<b><u>NIT / Tender No: GIDC/22-23/01 ,</u></b> <b><u>dated: 17<sup>th</sup> August, 2022</u></b>
<b>A. Key Details:</b>		
2.	<b>Brief Details of Plots (location, plot area, dimensions, direction, etc)</b>	As per <b><u>Annexure-2, Enclosure-1 &amp; Enclosure 2</u></b>
3.	<b>Permissible Land Use</b>	“Industrial Undertaking” Use for the purpose of setting up of an “Industrial Undertaking”, as defined in this RFB. Further, no change of land use shall be permitted.
4.	<b>Land Allotment Model</b>	<ul style="list-style-type: none"> <li>On Lease Basis</li> <li>The details of infrastructure developed by Goa IDC has been indicated at Sl. 23 of the DATA SHEET. The respective plots would be handed over on “as-is-where-is” basis</li> <li>The Lease Deed that shall be entered into between Goa IDC and the Allottee. The draft of the same is enclosed separately as Volume-II to the Bidding Documents.</li> </ul>
5.	<b>Lease Period</b>	The period of the lease shall initially be 30 (thirty) years, that shall be extendable on the request of the allottee for a total term of 95 years, in case the industry is fully set up and in operations within the first 5 years.
6.	<b>Handing Over of Plot</b>	<ul style="list-style-type: none"> <li>Within 120 days from the Offer of Allotment</li> <li>Payment of 100% of Premium (along with interest, if applicable) &amp; Processing Fee (along with 18% GST) as per Sl.No.26 of DATA SHEET, approval of the DPR by the Evaluation Committee of Goa IDC, confirmation of the Allottee and Signing of Lease Deed shall however be a pre-condition for handing over of the Plot.</li> <li>A joint survey shall be carried at the time of handing over of possession and any variation in exact land extent shall be recorded. The consequential difference in the amount of the</li> </ul>

		<p>Premium shall be required to be paid by the Allottee within 30 (thirty) days from the demand of the said differential amount by Goa IDC. In case of the land extent is found to be lesser than that mentioned, the excess amount received by Goa IDC shall be refunded to the allottee by Goa IDC without any interest within 30 (thirty) days from the date of joint survey. Alternatively, Goa IDC shall have the option of making available the shortfall land extent, if such contiguous land is available. In case of any delay in payment of the differential amount by the Allottee, interest at the rate of 11% per annum shall be payable by the Allottee on such outstanding amount. 18% GST shall be applicable on such interest, that shall be payable extra.</p>
7.	<b>Base Rate for Plot Premium in INR per Square Meter for e-tender cum e-auction</b>	<ul style="list-style-type: none"> <li>• The reserve Base Rate for Premium is <b><u>INR 5700 (Indian Rupees Five Thousand Seven Hundred only) per Square Meter</u></b></li> <li>• For quoting above the Base Rate in the e-tender (Financial Bid / Initial Plot Rate Offer Bid) or e-auction (Auction), Bidders can quote in multiples of INR 100 only.</li> <li>• The e-auction would commence at a minimum price of INR 5800 or the Highest Financial Bid / Initial Plot Rate offer received for a Plot, whichever is higher.</li> <li>• The minimum increment for the e-auction shall be in multiples of INR 100</li> </ul>
8.	<b>Governing Act &amp; Regulations</b>	<ul style="list-style-type: none"> <li>• The Goa Industrial Development Act, 1965 (Act 22 of 1965)</li> <li>• The Goa Industrial Development Corporation Allotment Regulations, 2014</li> <li>• The Goa Industrial Development Corporation Transfer &amp; Sub-lease Regulations, 2018</li> <li>• Amendments to the above, as applicable from time to time</li> <li>• Any other Act / Regulation as may be applicable from time to time</li> </ul>

9.	<b>Applicable Development Control Regulations</b>	Goa (Regulations of Land Development and Building Construction) Act, 2008 and the Goa Land Development and Building Construction Regulations, 2010 and amendments thereto as notified by the Government of Goa
10.	<b>Permissible FAR and Ground Coverage</b>	<ul style="list-style-type: none"> <li>• Maximum Permissible FAR: 150</li> <li>• Ground Coverage: 60%</li> </ul>
11.	<b>Authority for sanctioning of Building Plans</b>	<p>Goa IDC</p> <ul style="list-style-type: none"> <li>• Technical Clearance / Development permission by the Committee constituted under Section 37B of the Goa Industrial Development Act, 1965</li> </ul>
12.	<b>Allotment Process and Timelines</b>	<ul style="list-style-type: none"> <li>• Upon obtaining the needful approval on the e-tender cum e-auction process completed, the <b>Offer of Allotment</b> shall be issued by Goa IDC to the Selected Bidder upon completion of the e-tender cum e-auction process, with the following pre-conditions: <ul style="list-style-type: none"> <li>○ To make the payment of Premium quoted by the Bidder within the timelines specified in the clause at Sl. No.26 of Data Sheet.</li> <li>○ To make the payment of Processing Fees (along with 18% GST) to Goa IDC that shall be computed at INR 5/- per square metre of the Plot or INR 15,000/-, whichever is higher, along with 18% GST, within 30 days.</li> <li>○ To submit the Detailed Project Report (DPR) within 30 days for placing before the Evaluation Committee of Goa IDC for approval. (including the details of proposed Allottee)</li> <li>○ Completion of the needful incorporation / registration formalities of the Industrial Undertaking / Allottee, if any proposed in the DPR.</li> </ul> </li> <li>• Upon compliance by the Bidder / Allottee to the terms of the Offer of Allotment, upon approval of the DPR by Goa IDC (based on the recommendation of the Evaluation Committee of Goa IDC / Selection Committee) and within 75 days from date of Offer of Allotment, Goa IDC shall issue the <b>Allotment Order</b> in favour of the Allottee.</li> </ul>

		<ul style="list-style-type: none"> <li>• Signing of the Lease Deed with Goa IDC by the Allottee within 15 days from the date of Allotment Order. (Approval of the DPR by Goa IDC (based on the recommendation of the Evaluation Committee of Goa IDC / Selection Committee) shall be a precondition to signing of the Agreement).</li> <li>• Taking over possession of plot from Goa IDC shall be within 45 days of the Allotment Order or within 30 days from signing of Lease Deed, whichever is earlier.</li> </ul>
13.	<b>Transfer</b>	<p><b><u>Prior to Signing of Lease Deed</u></b> The Bidder / Applicant shall be required to hold minimum 51% equity shareholding in the Allottee. In case the Bidder proposes to induct up to 49% new members in the Allottee, the same shall be permitted at DPR Stage, if so proposed by the Bidder. The same shall however be subject to the provisions of the Goa IDC Transfer &amp; Sub-lease Regulations, 2018 and subsequent amendments thereto.</p> <p>It is however clarified that, under no circumstances, dilution of shareholding by the Bidder below 51% in the Allottee shall be permitted, prior to signing of Lease Deed.</p> <p><b><u>Upon Signing of Lease Deed and during the Lease Period</u></b> Any proposal for change in constitution of ownership or shareholding in case of the Allottee which results in the Bidders shareholding percentage being reduced below 26% would be considered as transfer and governed under the provisions of the Goa-IDC Transfer &amp; Sub-lease Regulations, 2018 and subsequent amendments thereto.</p> <p>However, no transfer shall be permitted for the initial period of 10 years from the date of Allotment Order.</p>
<b>B. Responsibility of Allottee</b>		
14.	<b>Submission of Detailed Project Report (DPR) for approval of Evaluation Committee of Goa IDC</b>	<p>Within 30 days of issuance of Offer of Allotment by Goa IDC</p> <p><b>In the DPR, the Bidder / Applicant shall also confirm the details of the proposed Allottee,</b></p>

		<p>including the shareholding / ownership pattern, name, incorporation details and proof, limited to the manner as permitted in this RFB, for placing before the Evaluation Committee of Goa IDC for approval.</p> <p>The list of information required to be included in the DPR is enclosed as <b>Appendix-8</b> to this RFB.</p> <p>Goa IDC shall endeavour to place the same before the Evaluation Committee within 15 days of receipt of the same. Approval of the DPR by Goa IDC (based on the recommendations of the Evaluation Committee of Goa IDC / Selection Committee) shall be a pre-condition for entering into the Lease Deed.</p>
15.	<b>Land Profile &amp; Soil Investigations</b>	<p>The Plots are offered on “as-is-where-is” basis. The Allottee will need to carry out the soil investigations before submission of the structural plans for approval of Goa IDC.</p>
16.	<b>Minimum Shareholding</b>	<ul style="list-style-type: none"> <li>• The <b>Offer of Allotment</b> shall be issued by Goa IDC <b>in favour of the Bidder/Bidding Entity / Applicant</b> in the name and style of its registration on the eProcurement System who has submitted the bid in response to the RFB; No change in name of the Bidder will be allowed under any circumstances; <b>The Bidder/Bidding Entity shall undertake to hold minimum 51% equity shareholding in the Allottee.</b></li> <li>• <b>As per the terms of the Offer of Allotment, the Selected Bidder shall submit the Detailed Project Report (DPR)</b> to Goa IDC within 30 days of the date of issuance of the Offer of Allotment, comprising the details of the proposed industry in the format as prescribed by Goa IDC including the details of the proposed <b>Allottee</b>, for placing before the Evaluation Committee of Goa IDC for approval.</li> <li>• “<b>Allottee</b>” shall mean the entity in favour of which the Allotment Order shall be issued and with whom the Lease Deed shall be entered into by Goa IDC; the Bidder/Bidding Entity shall hold minimum 51% equity shareholding</li> </ul>

		<p>in the Allottee.</p> <p><b>In case of the Bidder being a Proprietary Concern, in the event that the Bidder proposes to engage into business activities that are different from its current line of business, the Bidder shall either obtain necessary approvals/documentation from the appropriate Statutory/Regulatory Government Bodies/Agencies for inclusion of the proposed activities in the business activities of the firm or shall suitably incorporate a separate legal entity that shall either be a proprietary concern of the Bidder's Proprietor or a Company under the Companies Act 2013 with not less than 51% equity shareholding by the Bidder, that shall be the Allottee.</b></p> <p>In case the Bidder proposes to induct up to 49% new members in the Allottee, the same shall be permitted at DPR Stage, if so proposed by the Bidder. The same shall however be subject to the Goa IDC Transfer &amp; Sub-lease Regulations, 2018 and subsequent amendments thereto. Under no circumstances, dilution of shareholding by the Bidder below 51% in the Allottee shall be permitted.</p> <p>Any deviation to the same shall be treated as event of default and Goa IDC shall cancel the allotment order and forfeit the EMD and Premium Amount Paid and cancel the Allotment and Lease Deed.</p>
17.	<b>Obtaining Statutory Approvals</b>	The Allottee shall be responsible for obtaining all Statutory Approvals, No Objection Certificates, Clearances, etc. as applicable for the proposed Industry / Development, including but not limited to obtaining the clearance from the Goa Pollution Control Board (GPCB)
18.	<b>Arrangements for Power &amp; Water during construction Period</b>	Responsibility of Allottee
19.	<b>Power &amp; Water connection</b>	<ul style="list-style-type: none"> <li>The raw water line can be tapped by the allottee, after completing needful application</li> </ul>



		<p>formalities with Goa IDC.</p> <ul style="list-style-type: none"> <li>The allottee shall be required to take up the needful application process with the Goa Electricity Department and upon completion of the same, draw its own power line from the sub-station that would be developed on the utility plot earmarked on the masterplan at <b><u>Annexure-2</u></b> or any other source in discussions with the Electricity Department.</li> </ul>
20.	<b>Disposal of Industrial Waste, treated effluent &amp; Sewerage (if any), Solid Waste</b>	Responsibility of Allottee
21.	<b>Development Timeframe</b>	<ul style="list-style-type: none"> <li>The allottee shall be required to complete the project and enter into commercial operations within a period of 3 years from the date of take over possession of the Plot.</li> <li>In case of delay beyond 3 years, a maximum relaxation of one additional year shall be granted subject to allottee paying a penalty of 25% of the Land Premium paid for the leased plot. 18% GST shall be applicable on such penalty.</li> <li>If the allottee fails to commence construction after 2 years or fails to implement the project and enter into commercial operations even after a period of 4 years from the date of taking over of possession of the plot, the allotment made shall stand terminated and the plot along with the buildings and appurtenances standing thereon shall stand reverted to Goa IDC and the amounts paid by the allottee shall stand forfeited. Goa IDC however reserves it right to grant any further extension based on merit of each case and on such terms and conditions as may be imposed.</li> </ul>
22.	<b>Utilisation of Plot</b>	<ul style="list-style-type: none"> <li>The allottee within a period of 5 years from the date of taking over possession of the plot, shall be required to utilise at least 30% of the plot area allotted for construction of the factory or other building.</li> <li>In case of failure on part of the allottee to</li> </ul>

		<p>utilise the minimum prescribed area for built up, Goa IDC shall levy 50% additional lease rentals on the permissible but unutilised plot area.</p> <ul style="list-style-type: none"> <li>In case of failure of the allottee to comply with the plot utilisation norms, the Goa IDC shall reserve the right to repossess the unutilised portion of the land without any compensation or refund of proportionate sum of land premium received, to the allottee.</li> </ul>
<b>C. Role &amp; Responsibility of Goa IDC</b>		
23.	<b>Infrastructure Development</b>	<p>The following Infrastructure shall be provided by the Goa IDC:</p> <ul style="list-style-type: none"> <li>Motorable internal roads (already constructed by Goa IDC)</li> <li>Storm Water Drainage</li> <li>Overhead Tank and raw water pipeline</li> <li>An utility plot has been earmarked for setting up of Sub-Station by Goa Electricity Department at its own cost. (Goa IDC is in the process of co-ordinating with the Electricity Department for setting up the same). The same shall however not be deemed as a commitment / obligation from Goa IDC and the timelines thereof shall be at the discretion of Goa IDC.</li> </ul>
24.	<b>Maintenance of developed Infrastructure</b>	<p>The Goa IDC shall be maintaining the developed infrastructure during the lease period, at its own cost.</p>
25.	<b>Conversion Sanad</b>	<p>Obtaining Conversion Sanad for the Plots at its own cost shall be the role and responsibility of Goa IDC.</p>
<b>D. Payment Terms</b>		
26.	<b>Payment timelines for Premium quoted by the selected Bidder / Allottee</b>	<ul style="list-style-type: none"> <li>The following shall be the available options for payment of quoted Premium: <ul style="list-style-type: none"> <li>a. Payment of 100% of Premium quoted (less EMD amount, that shall be adjusted) within 10 (ten) days from the date of issuance of Offer of Allotment by Goa IDC</li> </ul> </li> </ul> <p><b>OR</b></p>

		<p>a. Payment of 1<sup>st</sup> Instalment of 25% of Premium quoted (less EMD amount, that shall be adjusted) within 10 (ten) days from the date of issuance of Offer of Allotment by Goa IDC</p> <p>b. Payment of 2<sup>nd</sup> Instalment for balance 75% of Premium quoted within 30 (thirty) days from the date of issuance of Offer of Allotment by Goa IDC.</p> <p>c. Upon receipt of a formal request from the Allottee, an addition time period of up to 30 (thirty) days may be considered by Goa IDC for the payment of the 2<sup>nd</sup> instalment. However, in such case, interest at the rate of 18% per annum (compounded) shall be charged (along with 18% GST on the same) on the said balance amount for such additional period.</p> <p>Allottee shall note that unless the full payment for the first instalment is made in time, the extension in time for payment of 2<sup>nd</sup> instalment shall not be granted and until such time, request applications for the same will not be entertained under any circumstances.</p> <ul style="list-style-type: none"> <li>• <b>In case of non-payment of the quoted Premium amount by the Allottee within the stipulated period, the allotment shall be cancelled and EMD deposited by the selected Allottee / Bidder shall stand forfeited by Goa IDC. Further, such defaulted Bidder / Allottee shall be debarred from participating in Goa IDC tenders / auctions or plot allotments for a period of 5 years.</b></li> <li>• The mode of payment of the Premium shall only be either through online mode (i.e. NEFT / RTGS) or through Pay Order / Demand Draft.</li> <li>• The Premium paid shall be returned by Goa IDC (free of interest) at the end of the Lease Period or upon early surrender of the Plot by the Allottee. However, it is clarified that minimum period of lease shall be 10 years, prior to which any surrender of plot shall lead</li> </ul>
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		<p>to 50% forfeiture of the premium amount paid.</p> <ul style="list-style-type: none"> <li>• GST shall <b><u>not be applicable</u></b> on the Premium Amount payable to Goa IDC. Similarly, TDS shall also not be applicable on the same.</li> </ul>
27.	<b>Annual Lease Rental Amount</b>	<p>The Annual Lease Rental shall be:</p> <ul style="list-style-type: none"> <li>• 2% of the Quoted Premium amount, until such year where the land value rate for the industrial estate / area notified by Goa IDC for the year is lower than the Quoted Premium Rate.</li> <li>• In the year where the land value rate for the industrial estate / area notified by Goa IDC for the year is higher than the Quoted Premium Rate, an increment of 10% shall be applicable on the Annual Lease Rentals computed on the basis of such Quoted Premium amount. Such increments (on simple increment basis) shall be applicable every 3 years for the balance lease period. Further, commencing from such year, the Annual Lease Rental Payable shall be the higher of such computed amount or 2% of the Plot value computed based on the land value rate for the industrial estate / area notified by Goa IDC for the year.</li> <li>• The annual Lease Rental shall be payable in advance each year, i.e. within 30 days of the commencement of the year, failing which interest at 18% per annum (simple) shall be payable for the period exceeding 30 days for which it is due. 18% GST shall be applicable on such interest payable, that shall be paid extra.</li> <li>• 18% GST as applicable shall be payable on the annual lease amount, that shall be paid extra.</li> <li>• The Lease Rental shall commence from the date of issuance of Allotment Order.</li> </ul>
28.	<b>Deposits, Fees, etc.</b>	Any deposits towards Water, Power connection charges or any other processing fees as applicable shall be required to be borne by the Allotee.
<b>E. Contact details:</b>		
29.	<b>Address of Goa IDC</b>	<b>Goa Industrial Development Corporation, Plot No. 13-A-2, EDC Complex, Patto Plaza, Panaji - Goa 403001</b>

30.	<b>Email address for submitting pre-bid queries and registration for site visit</b>	eauctiongidc@gmail.com
31.	<b>Nodal officer (for co-ordinating for site visit, virtual Pre-bid meeting)</b>	General Manager, Goa Industrial Development Corporation, Plot No. 13-A-2, EDC Complex, Patto Plaza, Panaji – Goa Phone : +91 8208313435
32.	<b>Dedicated Mobile Number for Bidder facilitation in enquires and site visits</b>	+91 8208313435
33.	<b>Field Officers at Goa IDC Field Office at Verna</b>	(i) Shri. Jitendra Gawandalkar + 91 9822486746 (ii) Shri Jose Barretto +91 9850791558 (iii) Sanket Faldessai +91 9822142618
34.	<b>For technical queries regarding bid submission on eprocure.goa.gov.in or submission of online bids</b>	<b><u>24 x 7 Help Desk Numbers:</u></b> 0120 - 4001002 0120 - 4001005 0120 - 6277787 <b><u>Email:</u></b> <a href="mailto:support-eproc@nic.in">support-eproc@nic.in</a>
35.	<b>For queries regarding registration process on eprocure.goa.gov.in or submission of online bids</b>	(From 9:30 A.M. to 5:30 P.M. except Saturdays and public holidays) +917972854213 +917822039673 +917972871944 +919834889836 <b><u>Email:</u></b> <a href="mailto:etender.goa@gov.in">etender.goa@gov.in</a>

## **8. Qualification Criteria**

8.1 Subject to the fulfillment of the other terms and conditions of RFB document, the Bidder will be called as an eligible bidder for qualifying for the purpose of this bid subject to fulfillment of the following conditions i.e. Technical Criteria (Clause 8.1.1) and Financial Criteria (Clause 8.1.2) :-

### **8.1.1 Technical Criteria (Eligibility):**

- i) Any person, who has attained majority, a group of persons, Company registered under the Companies Act 1956/2013, Proprietary Firm, Partnership Firm, Joint Venture, or Registered Co-operative Society under the Societies Registration Act, 1860;
- ii) In case of person / group of persons, the bidder must be a Citizen of India and he/she should be competent to enter into a contract;
- iii) No change in name of the bidder including within blood relationship / relative in case of a proprietorship or partnership firm will be allowed under any circumstances;

### **8.1.2 Financial Criteria (Eligibility):**

- i) The net worth of the bidder as on the Bid Due Date shall be positive. The net worth shall be calculated as per the definition given in the Companies Act, 2013 or as certified by a CA (Chartered Accountant).

## **8.2 Other Conditions for Bidders**

### **8.2.1 Documentary Evidence**

8.2.1.1 For the Technical Criteria of Clause 8.1.1, the bidder needs to submit information as sought under **Appendix 2**.

8.2.1.2 For the Financial Criteria of net worth (Clause 8.1.2) the bidder shall submit a certificate from its Statutory Auditor (in case of Company), certifying its net worth as on the Bid Due Date. In case of individual or Proprietary Firm, Partnership Firm, Joint Venture, or Registered Co-operative Society the certificate shall be from the Chartered Accountant that audits the firm/entity. In case of joint venture, all members of the joint venture shall be required to meet the Financial Criteria.

8.2.1.3 Bidders shall submit their contact details including registered office address, official email address for communication, phone number and mobile number of the Authorized Signatory of the Bidder

8.2.1.4 All the supporting documents (as specified in this Clause 8.2.1) Submitted by the bidder shall be self-certified by the Authorized Signatory of the bidder and Notarised.

## 8.2.2 Conflict of Interest

8.2.2.1 A bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. A bidder(s) found to have a Conflict of Interest shall be disqualified. The bidder shall submit an Affidavit to this effect as per the format given in **Appendix 5**. A bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

- a. the bidder, its Subsidiary/ Subsidiaries and/or Holding Company and/or the Subsidiary/ Subsidiaries of its Holding Company and any other bidder, Subsidiary/ Subsidiaries and/or Holding Company and/or the Subsidiary/ Subsidiaries of its Holding Company have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a bidder, Subsidiary/ Subsidiaries and/or Holding Company and/or the Subsidiary/ Subsidiaries of its Holding Company (or any shareholder thereof having a shareholding of more than 5% (five percent) of the paid up and subscribed share capital of such bidder, Subsidiary/ Subsidiaries and/or Holding Company and/or the Subsidiary/ Subsidiaries of its Holding Company, as the case may be) in the other bidder, its Subsidiary/ Subsidiaries and/or Holding Company and/or the Subsidiary/ Subsidiaries of its Holding Company is less than 5% (five percent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause 8.2.2.1 (a), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
  - i. a constituent of such bidder is also a constituent of another bidder; or
  - ii. such bidder, or its Subsidiary/ Subsidiaries and/or Holding Company and/or the Subsidiary/ Subsidiaries of its Holding Company receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other bidder, or any Subsidiary/ Subsidiaries and/or Holding Company and/or the Subsidiary/ Subsidiaries of its Holding Company or has provided any such subsidy, grant, concessional loan or subordinated debt to any other bidder, its Subsidiary/ Subsidiaries and/or Holding Company and/or the Subsidiary/ Subsidiaries of its Holding Company; or

- iii. such bidder has the same legal representative for purposes of this Bidding Process as any other bidder; or
- iv. such bidder, or any Subsidiary/ Subsidiaries and/or Holding Company and/or the Subsidiary/ Subsidiaries of its Holding Company has a relationship with another bidder, or any Subsidiary/ Subsidiaries and/or Holding Company and/or the Subsidiary/ Subsidiaries of its Holding Company, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the bid of either or each other; or
- v. such bidder, or any Subsidiary/ Subsidiaries and/or Holding Company and/or the Subsidiary/ Subsidiaries of its Holding Company has participated as a consultant to Goa IDC in the preparation of any documents, design or technical specifications of the Project

### **8.3 Other Terms & Conditions**

- 8.3.1 A bidder can submit only one bid for each plot. However, a bidder can bid for multiple plots separately. The EMD, Bid Processing Fee, Bid Participation Fee (Tender Fee) submitted for one plot shall not be adjusted towards the EMD, Bid Processing Fee, Bid Participation Fee (Tender Fee) for any other plot.
- 8.3.2 Goa IDC reserves the right to treat conditional or qualified bids as being non-responsive and reject the same.
- 8.3.3 A bid by a bidder shall be liable to be considered as non-responsive, if in respect of any tender/ contract issued by a government or a government instrumentality:
- (a) none of the contracts of the bidder or any member of the bidding group / bidder have been terminated or foreclosed due to their default;
  - (b) as on the RFB publication date the bidder or any member of the bidding group is not blacklisted, banned, de-listed or suspended from business or under purchase holiday in the said tenders/ contracts;
  - (c) the bidder or any member of the bidding group has not breached any terms of tenders or contracts, which could result in the rejection of their bid or cancellation of their contracts, as applicable;
  - (d) the bidder or any member of the bidding group has not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, collusive bidding or bid rigging as defined in Clause 12.2.3 of the RFB document and that no person acting for or on behalf of the bidder or any member of the bidding group has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice or collusive bidding or bid rigging;
  - (e) the bidder or any member of the bidding group has been found guilty of offences involving bribery, corruption, fraud, offences against the state including loyalty to the



state and non-payment of statutory dues to any government or any government instrumentality;

- (f) there is no instance of winding up/insolvency or other proceedings of a similar nature is pending against the bidder or any member of the bidding group or of a receiver being appointed for the assets of the bidder or any member of the bidding group;
- (g) none of the directors of the bidder or any member of the bidding group have been convicted in any cognizable offence by any court of law, irrespective of whether the conviction is pending under appeal in a higher court, unless the conviction is stayed by the higher court.

With respect to the requirements of this Clause 8.3.3, the bidder (and each member of the bidding group) shall submit an Affidavit as per the format given in **Appendix 5**.

8.3.4 Goa IDC reserves the right to waive non-substantial deviations without being bound to do so. The list of non-substantial deviations are as follows:

- (a) Minor or insubstantial deficiency in supporting documents submitted, acceptance of which does not provide unfair advantage to the bidder;
- (b) Ambiguities and inconsistency in language of the bid;
- (c) Simple omissions and mistakes;
- (d) Deviations which do not affect in any way the scope and quality of performance of the Allotment Agreement;

8.3.5 Goa-IDC also reserves the right to seek clarifications from the bidders in accordance to the terms of Clause 9.19.4.

## **9. Description of e-tender cum e-auction Process**

### **9.1 Publication of RFP document**

- 9.1.1 The RFB document shall be available to bidders free of cost for download on the Government of Goa eProcurement System (<https://eprocure.goa.gov.in/nicgep/app>) and the Goa IDC website (only for reference). All other documents related to the bid such as the Enclosures, draft Lease Deed, addenda (if any), response to pre-bid queries, etc. shall be available for download from the Government of Goa eProcurement System (<https://eprocure.goa.gov.in/nicgep/app>) portal only.

### **9.2 Site Visit**

- 9.2.1 Bidders are encouraged to visit the site location and apprise themselves of the site as well as the plot features, shapes, conditions, available infrastructure and its surroundings and obtain for themselves, on their own responsibility, all the information that may be necessary for preparing their bids and entering into the Lease Deed with Goa-IDC. Bidders who do not visit the site / plot shall be deemed to have apprised themselves of the site conditions necessary for preparing their bids.
- 9.2.2 The bidder shall assess and satisfy itself as to the adequacy of the local conditions such as approach roads to the site, adequacy of existing access, culverts/bridges/roads for bringing its equipment and machinery to the site / plot, water and power supply conditions, status of infrastructure, accommodation facilities as may be required, other details such as restrictions on drawing of ground water, restrictions on discharge of treated effluent / sewage or contamination of ground / ground water, major drains and their water levels in normal rainy season, climatic conditions, local terrain, local sensitivities including surround environment, natural setting such as natural springs, availability of manpower, construction materials, details of taxes, royalties, duties and levies as applicable and any other information applicable to the plot and Industrial Undertaking proposed.
- 9.2.3 Bidders shall bear their own costs and make own arrangements required for visiting the site / plot. Bidders interested to visit the site / plot and seeking additional location / direction details from Goa IDC shall inform the same to Goa IDC at least 3 (three) working days before the proposed dates of the site visit, and may reach out to the Nodal Officer appointed by Goa IDC. Notwithstanding the same, the Nodal Officer shall take no responsibility of providing any information as covered in clause 9.2.2 above and accuracy thereof.

### **9.3 Pre-Bid Meeting**

- 9.3.1 A pre-bid meeting would be held at Goa IDC Head Quarters to clarify and discuss issues with respect to the Bidding Process and the Bidding Documents. The pre-bid meeting shall be held as per the schedule given in the Schedule of Bidding Process. The pre-bid meeting shall be single and common for all 37 Plots. Considering the constraints to Bidders due to the ongoing Pandemic (COVID-19), an option to Bidders for attending

the pre-bid meeting virtually through Video Conference shall be provided on specific request.

- 9.3.2 Bidders desiring to attend the pre-bid meeting through video conferencing will be required to send a formal request by email ([eauctiongdc@gmail.com](mailto:eauctiongdc@gmail.com)) to Goa IDC at least 3 working days in advance with details (names, designation, mobile number and email id) of its representative that intend to attend the meeting. Goa IDC shall share the link of the pre-bid meeting to their respective email ids directly. Goa IDC shall take no responsibility of non receipt of such requests or any late requests or non receipt of the meeting link shared by Goa IDC through e-mail only.
- 9.3.3 During pre-bid meeting, bidders may raise their queries or give their suggestions for modification to the Bidding Documents, along with supporting rationale. Bidders are requested to send their queries and suggestions at least 4 (four) business days before the pre-bid meeting so as to give Goa-IDC sufficient time to prepare responses to such queries and suggestions for the pre-bid meeting. However, Goa-IDC may in its sole discretion respond to such queries and suggestions submitted by any bidder or amend the RFB as required but is under no obligation to do so.
- 9.3.4 Attendance of the bidders at the pre-bid meeting is not mandatory.
- 9.3.5 In case of Bidders attending the pre-bid meeting in person, considering the ongoing pandemic situation, a maximum of 2 (two) representatives from each Bidder shall be allowed to attend the pre-bid meeting. The representatives shall carry a letter of Authorisation on the letterhead of the Bidder, which shall be signed by the authorised signatory of the Bidder and shall contain the name, designation and contact information of the representative as well as the authorised signatory. Such Bidders who are interested to attend the pre-bid meeting in person shall inform in writing the Goa IDC and the Nodal Officer of Goa IDC at least 3 (three) calendar days before the date of the pre-bid meeting, along with the number of representatives who would be attending the pre-bid meeting. This is required to ensure that Goa IDC can make adequate arrangements for hosting the pre-bid meeting, depending upon the total number of attendees.
- 9.3.6 All costs of the bidder related to the site visit and attending the pre-bid meeting shall be borne by the respective bidder.

#### **9.4 Clarifications on the Bidding Documents**

- 9.4.1 Bidders may send their queries on the Bidding Documents or the Bidding Process. Queries may only be sent to the email address given in the DATA SHEET.
- 9.4.2 Post the pre-bid meeting, Goa IDC shall formally issue its response to those pre-bid queries received by Goa IDC formally in writing only along with any addendum / corrigendum, if found necessary. Such response to pre-bid queries and any addendum / corrigendum, if any, shall be released only on the Government of Goa eProcurement

System (<https://eprocure.goa.gov.in/nicgep/app>) and bidders are required to keep checking the same. The source of the query shall not be revealed. A single and common response to pre-bid queries for all 37 Plots shall be released by Goa IDC. Goa IDC reserves the right not to respond to any query that is not related / relevant to this RFB or for which providing any response is not found necessary / directly relevant to this RFB.

9.4.3 Bidders are advised to regularly check the Government of Goa eProcurement System (<https://eprocure.goa.gov.in/nicgep/app>) regarding the posting of clarifications or amendments, if any. It shall be deemed that Bidders whose bids have been received by Goa IDC have downloaded and gone through every response to pre-bid queries and all addendum / corrigendum, if any, released by Goa IDC.

9.4.4 The last date for receipt of queries is indicated in the Schedule of Bidding Process. Queries received after this date may not be considered.

## **9.5 Issue of Addendum / Corrigendum and Amendment to the Bidding Documents**

9.5.1 At any time prior to the Bid Due Date, Goa IDC may at its own initiative or in response to a clarification or suggestion requested by a Bidder, amend the provisions of RFB documents by issuing a **Corrigendum (a)/ Amendment(s)** to the RFB documents which shall be freely available for download on the Government of Goa eProcurement System (<https://eprocure.goa.gov.in/nicgep/app>) where the bid has been hosted. The Corrigendum (a) / Amendment(s) will be binding on the bidders and it will be assumed that the information contained therein will have been taken into account by the bidder in its bid. Bidders are also advised to regularly check the Government of Goa eProcurement System (<https://eprocure.goa.gov.in/nicgep/app>) regarding posting of Corrigendum (a)/ Amendment(s), if any, which shall not be notified by a newspaper advertisement.

9.5.2 Any Corrigendum (a)/ Amendment(s) issued by Goa IDC subsequent to the issue of RFB document will also be considered as an integral part of the Bidding Document.

9.5.3 No verbal clarifications and information provided by Goa IDC or its employee(s) or its representative(s) or its consultant(s) shall in any way be binding on Goa IDC unless subsequently confirmed through the issuance of Corrigendum (a)/ Amendment(s).

9.5.4 In order to afford prospective bidders reasonable time in which to take the Corrigendum (a)/ Amendment(s) into account, Goa IDC may, at its discretion, extend the Bid Due Date and e-auction date.

## **9.6 Acknowledgement by the Bidder**

9.6.1 It shall be deemed that by submitting the bid, the bidder has:

- (i) made a complete and careful examination of the Bidding Documents
- (ii) received all relevant information including but not limited to Corrigendum (a)/ Amendment(s), provided from Goa IDC;

- (iii) accepted the risk of inadequacy, error or mistake in the information provided in the RFB and/or furnished by or on behalf of Goa IDC relating to any of the matters referred to clause 9.7 in this RFB document;
- (iv) satisfied itself about the extant conditions and other details of the site / Plot(s) and all matters, things and information necessary and required for submitting an informed bid, in accordance with the bidding documents and performance of all of its obligations thereunder;
- (v) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the bidding documents or ignorance of any of the matters shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits, refunds, waivers, relaxations, etc. from Goa IDC;
- (vi) agreed to be bound by the undertakings provided by it under and in terms; and
- (vii) satisfied itself about the extant conditions of the site / Plot(s).

9.6.2 Goa IDC shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFB or the Bidding Process, including any error or mistake therein or in any information or data given by Goa IDC.

## **9.7 Right to Accept or Reject any / all Bids**

9.7.1 Notwithstanding anything contained in this RFB document, Goa IDC reserves the right to accept or reject any bid for any or all of the plot(s) and to annul the Bidding Process for any or all of the plot(s) and reject all bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

9.7.2 Goa-IDC reserves the right to reject any bid if:

- i. at any time, a material misrepresentation is made or uncovered, or
- ii. the bidder does not provide, within the time specified by Goa IDC, the supplemental information sought by Goa IDC for evaluation of the bid, or
- iii. the bid is conditional or qualified

It is clarified to Bidders here that while Goa IDC reserves its right to seek any supplemental information from the Bidder in a time bound manner, it is not bound to seek any information and can decide to carry out the evaluation only on the basis of the information provided / made available by the Bidder in its bid.

9.7.3 If such disqualification/ rejection occurs after the bids have been opened and the H1 Bidder gets disqualified/ rejected, then Goa IDC reserves the right to take appropriate measures against the H1 Bidder, as provided in Clause 9.7.4. In such a case Goa IDC also reserves the right to ask the Qualified Bidder who has submitted the next highest Financial Proposal, (Higher of the Financial Bid / Initial Plot Rate or the Auction Plot Rate, as the case may be) and ask such bidder to match the H1 Price. In case such bidder

agrees to match the H1 Price, Goa IDC shall proceed with such bidder in terms of Clause 9.23 of this RFB; in case such a bidder does not agree to match the H1 Price, Goa IDC reserves the right to ask the Qualified Bidder(s) who has submitted the next highest Financial Proposal, (Higher of the Financial Bid / Initial Plot Rate or the Auction Plot Rate, as the case may be) and ask such bidder to match the H1 Price, failing which case Goa IDC may decide to go for a fresh tender. Alternatively, Goa IDC may decide not to carry out the negotiations at all or beyond the first instance and proceed with fresh tenders. Goa IDC reserves its right to take a decision in this matter as it deems fit appropriate.

- 9.7.4 In case it is found during evaluation or at any time before signing of the Lease Deed or after its execution and during the period of subsistence thereof, that one or more of the Qualification Requirements have not been met by the Selected Bidder, or that the Selected Bidder has made material misrepresentation or has given any materially incorrect or false information, the Selected Bidder shall be disqualified forthwith if not yet appointed either by issue of the Offer of Allotment and/or Allotment Order or by entering into of the Lease Deed, and if the Selected Bidder has already been issued the Offer of Allotment and/or Allotment Order or has entered into the Lease Deed, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFB, be liable to be terminated, by a communication in writing by Goa IDC to the bidder, without Goa IDC being liable in any manner whatsoever to the bidder and without prejudice to any other right or remedy which Goa IDC may have under this RFB document, the Bidding Documents, the Offer of Allotment and/or Allotment Order or the Lease Deed or under Applicable Law and forfeit the EMD and other payments including Premium payment made to Goa IDC until such date.
- 9.7.5 Goa IDC reserves the right to verify all statements, information and documents submitted by the bidder as part of its bid including verification by third parties. Any such verification or lack of such verification by Goa IDC shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of Goa IDC thereunder. All the supporting documents should be self-certified and duly stamped.

## **9.8 Language of the Bid**

- 9.8.1 The bid and all related correspondence and documents in relation to the Bidding Process shall be in English language only. Supporting documents and printed literature furnished by the bidder with the bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the bid, the English language translation shall prevail.

- 9.8.2 The English translation of the documents shall be carried out by professional translators and the translator shall certify that he is proficient in both languages in order to translate the document and that the translation is complete and accurate.

## **9.9 Payments to be made while submitting the Bid**

**Bidders / Applicants are required to take note that the aggregator Bank may take about 48 hours / 2 working days for processing / confirming the receipt of the payment, without which further Bid submission process may not be enabled for the Bidder / Applicant. As such, Bidders / Applicants are required to ensure that the payments are made well in advance, so as to avoid any last minute difficulties due to non-confirmation of payment receipt by the aggregator Bank.**

### **9.9.1 Registration Fees & eProcurement System Fees, if applicable (non-refundable)**

- 9.9.1.1 Bidders are required to register on the Government of Goa eProcurement System (<https://eprocure.goa.gov.in/nicgep/app>). The details of the registration process as well as the demonstration to the process are available on the portal and bidders are expected to familiarise themselves with the process in advance prior to submission of the bid and commencement of the auction process. One time Registration Fees and eProcurement System Fees (if any) and costs towards the digital signatures / keys, etc as may be required for participation in this e-tender cum e-auction process shall be required to be borne by respective bidders.

### **9.9.2 Bid Participation Fees (Tender Fees) to Goa IDC (non-refundable)**

- 9.9.2.1 Bidders are required to remit the corresponding Bid Participation Fees (Tender Fees) to Goa IDC for each plot that it wishes to bid for, as specified in the Notice Inviting Tender (NIT). **The payments shall be strictly made through the online mode as specified in the Government of Goa eProcurement System** (<https://eprocure.goa.gov.in/nicgep/app>). The payment of Bid Participation Fees (Tender Fees) to Goa IDC shall be non-refundable and are inclusive of applicable GST, if any.

- 9.9.2.2 Copies of the transaction details shall be submitted as part of the technical proposal submitted online as well as in hard copy. No details of such payment made shall be submitted to Goa IDC separately or in advance or prior to Bid Due Date. Any other mode of payment or payment made directly to Goa IDC shall not be accepted. Any Bidder submitting any transaction details in advance shall do so at its own risk and Goa IDC shall not in any manner be responsible or held liable for opening of such submissions made separately or prior to the Bid Due Date.

- 9.9.2.3 Any Bid received without the payment of the Bid Participation Fees (Tender Fees) to Goa IDC shall be summarily rejected.

**9.9.3 Earnest Money Deposit (EMD) / Bid Security**

9.9.3.1 Bidders are required to remit the corresponding EMD / Earnest Money Deposit to Goa IDC for each plot that it wishes to bid for, as specified in the Notice Inviting Tender (NIT). **The payments shall be strictly made through the online mode as specified in the Government of Goa eProcurement System (<https://eprocure.goa.gov.in/nicgep/app>) only.**

9.9.3.2 Copies of the transaction details shall be submitted as part of the technical proposal submitted online as well as in hard copy. No details of such payment made shall be submitted to Goa IDC separately or in advance or prior to Bid Due Date. Any other mode of payment or payment made directly to Goa IDC shall not be accepted. Any Bidder submitting any transaction details in advance shall do so at its own risk and Goa IDC shall not in any manner be responsible or held liable for opening of such submissions made separately or prior to the Bid Due Date.

9.9.3.3 Any Bid received without the payment of the EMD to Goa IDC shall be summarily rejected.

9.9.3.4 The EMD of the winning / Selected bidder or Allottee shall be adjusted in the payment due towards the first instalment payment.

9.9.3.5 Subject to provisions of clause 6.1.21.1 of this RFB, the EMD of the other non successful bidders shall be returned within 10 (ten) days of completion of the e-auction process, except that of the 2<sup>nd</sup> Highest Bidder, which shall be returned within 10 days from the date of receipt of 1<sup>st</sup> Instalment Payment by the Selected Bidder.

9.9.3.6 Goa IDC shall not be liable to pay any interest on the EMD amount.

**9.9.4 Bid Processing Fees to ITG (non-refundable)**

9.9.4.1 Bidders are required to remit INR 6000 (Rupees Six Thousand Only) towards the Bid Processing Fees to Info Tech Corporation Goa (ITG) towards Bid Processing Fees for each plot that it wishes to bid for. **The payments shall be strictly made through the online mode as specified in the Government of Goa eProcurement System (<https://eprocure.goa.gov.in/nicgep/app>).** The payment of Bid Processing Fees to ITG shall be non-refundable.

9.9.4.2 Copies of the transaction details shall be submitted as part of the technical proposal submitted online as well as in hard copy. No details of such payment made shall be submitted to Goa IDC / ITG separately or in advance or prior to Bid Due Date. Any other mode of payment or payment made directly to ITG / Goa IDC shall not be accepted. Any Bidder submitting any transaction details in advance shall do so at its own risk and Goa IDC shall not in any manner be responsible or held liable for opening of such submissions made separately or prior to the Bid Due Date.



9.9.4.3 Any Bid received without the payment of the Bid Processing Fees shall be summarily rejected.

#### **9.10 Bid to be Submitted by Bidders**

9.10.1 The bid shall comprise of the Technical submissions and the Financial Bid / Initial Plot Rate. The contents of the Technical Bid / Technical Submission and the Financial Bid / Initial Plot Rate are detailed in Section 10 and Section 11 of this RFB document respectively. Any corrections in the Technical submission or any supporting documents thereof or original documents submitted as part of the bid submission must be initialled by the Authorized Signatory of the bidder.

#### **9.11 Signing of Proposals**

9.11.1 The Bid comprising of the Technical submission and the Financial Bid / Initial Plot Rate shall be digitally signed using Class-III digital signature by the “**Authorized Signatory**” of the bidder. The Authorized Signatory shall represent the bidder in all matters pertaining to its bid. The Authorized Signatory should hold the Power of Attorney duly authorizing him/her to perform all tasks including but not limited to sign and submit the bid, to participate in all stages of the Bidding Process including the e-Auction, to conduct correspondence for and on behalf of the bidder, and to execute the Lease Deed on behalf of the bidder and any other documents required to give effect to the outcome of the Bidding Process. The Power of Attorney should be accompanied by certified true copy of Board Resolution of the bidder and certified true copy of Board Resolutions of each member of the bidding group or the bidding consortium, if any. The documents to be submitted as part of the Technical Submission are detailed in Section 9 of this RFB document.

9.11.2 No hard copy / physical submission shall be made during the e-tender cum e-auction process. Upon selection of the Selected Bidder(s) for the respective Plot(s), the hard copy submission of the Technical submissions made online shall be made in original and signed by the Authorised Signatory. All documents (including proofs) submitted online or in physical form (subsequently) will essentially need to be notarised copies.

9.11.3 In case of difference in Authorised Signatory in name of whom the Digital Signature in procured for the purpose of the online bid submission vis-à-vis the Authorised Signatory signing the Original Documents of the Bid and Lease Deed, the Bidder shall provide the Power of Attorney favouring both the Authorised Signatories.

#### **9.12 Submission of Bids**

9.12.1 Bidders shall submit the Technical submission (along with a scanned copy of the transaction of EMD payment made in terms of Clause 10.3, Bid Processing Fee, Bid Participation Fee (Tender Fee) as well as the other documents (scanned copies of notarised copies) listed in Clauses 10.2, 10.4, 10.5, 10.6, 10.7, 10.8, 10.9 and 10.11) and the Financial Bid / Initial Plot Rate on the Government of Goa eProcurement System (<https://eprocure.goa.gov.in/nicgep/app>) using their user id and password within the Bid

Due Date given in the Schedule of Bidding Process. Late bids shall not be accepted by the eProcurement System. Bidders who have successfully submitted their bid online shall be automatically eligible for participating in the e-auction process for the respective plot(s) for which the bid has been submitted, subject to provisions of clauses 9.18, 9.19 and 9.20 of the RFB.

- 9.12.2 Upon selection of the Selected Bidder(s) for the respective Plot(s), the bidders shall be invited by Goa IDC for physical submission and verification with originals for the following original notarised documents related to their Technical submission.

<b>Sl. No.</b>	<b>Parameters for verification of the original notarised documents with Technical submission (online)</b>
1.	Submitted scanned copy of Notarised Cover Letter (as per format given in Appendix-1)
2.	Submitted scanned copy of Notarised document comprising Bidders contact details as per format given in Appendix 1A)
3.	Submitted notarised document meeting the Technical Criteria (as per Appendix -2).  Any one of the following:  (i) Notarised Copy of the identity proof such as voters identity card, driving licence, passport, if the applicant is an Individual / Proprietorship  (ii) Notarised Copy of certificate of Registration of Firm / Company / Partnership Deed, as applicable  (iii) Notarised Copy of Proof of registration in case of Co-operative Societies / Societies registered under the Societies Registration Act, 1860.
4.	Submitted Notarised copy of PAN Card of Bidder
5.	Submitted Notarised copy of Income Tax Returns filled by Applicant / Bidder for the last three Financial Years
6.	Submitted Notarised copy of letter by applicant or its authorised personnel confirming the non-applicability of any documents (As per Appendix-2A)
7.	Notarised Copy of proof of EMD payment
8.	Notarised Copy of proof of Bid Processing Fee payment

9.	Notarised Copy of proof of Bid Participation Fee (Tender Fee) payment
10.	Notarised Copy of details meeting the Financial Criteria (as per format in Appendix -3)
11.	Notarised copy of Statutory Auditor / Auditor Certificate for positive net worth
12.	Notarised Copy of Power of Attorney (as per Appendix-4) (In case the Power of Attorney is not applicable, a letter stating that the same is not applicable shall be uploaded / submitted)
13.	Notarised Copy of Affidavit (as per Appendix-5)
14.	Notarised Copy of Certificate of Total Compliance (as per format at Appendix-6)
15.	In case of the Bidder being a Company registered under the Companies Act 1956/2013, the following shall be submitted: (i) Notarised Copy of Articles of Association and Memorandum of Association of the Company (ii) Notarised copy of Board Resolution to apply for the Plot  (In case this submission is not applicable, a letter stating that the same is not applicable shall be uploaded / submitted)

The Selected Bidder shall be invited by Goa IDC vide a formal communication to come forward for verification of the original documents and submission of the Notarised Documents, the scanned copies of which have been submitted as part of the Technical submissions made online. Goa IDC reserves the right to send such communication to the Highest Bidder by email only. Representatives of the Bidders shall be required to attend the office of Goa IDC on such specified date along with a letter of authority from the Bidder. E-mails providing the authorisation shall not be considered. While advance notice of atleast 3 (three) working days shall be provided for the same by Goa IDC, requests to reschedule of the same shall not be entertained by Goa IDC. Failure to attend or failure to produce the original documents for verification and/or submit any or all of the required Technical submissions shall lead to rejection of the Bid and EMD of such Bidder shall be forfeited. The decision of the Authority in this regard shall be final and binding on the Bidders. In such an event, Goa IDC shall invite the 2<sup>nd</sup> Highest Bidder in the e-auction to match the Highest Auction Plot Rate offer received. In the event the 2<sup>nd</sup> Highest Bidder does not agree to match the Highest Auction Plot Rate offer received within the stipulated timeframe, Goa IDC shall invite the 3<sup>rd</sup> Highest Bidder in the e-auction to match the Highest Auction Plot Rate offer received. In the event the 3<sup>rd</sup> Highest Bidder does not agree to match the Highest Auction Plot Rate offer received

within the stipulated timeframe, Goa IDC shall annul the e-tender cum e-auction process for the said Plot and decide to invite fresh bids for the plot.

### **9.13 Extension of Bid Due Date**

- 9.13.1 Goa IDC may, at its discretion, extend the Bid Due Date by issuance of an addendum / corrigendum.

### **9.14 Modification of Bids**

- 9.14.1 The bidder may modify its bid after submission, by modifying its bid on the <https://eprocure.goa.gov.in/nicgep/app> portal, till the Bid Due Date and any extension thereof. The procedure for modification of bids is provided on the eProcurement System Portal.

### **9.15 Bid Validity Period**

- 9.15.1 The bid shall initially remain valid and binding on the bidder for at least 180 (one hundred and eighty) days from the Bid Due Date (“**Bid Validity Period**”). Under exceptional circumstances, Goa IDC may in writing request the Bidders to extend the Bid Validity Period of their bids. A bidder reserves the right to refuse to extend its Bid validity, and the EMD of such Bidder will be returned by Goa IDC.

### **9.16 Bid Preparation Cost**

- 9.16.1 The bidder shall be solely responsible and shall bear all the costs associated with the preparation of its bid and its participation in the Bidding Process. Goa IDC shall not be liable in any way for such costs, regardless of the conduct or outcome of the Bidding Process.

### **9.17 The e-tender cum e-auction process**

- 9.17.1 The e-tender cum e-auction process will be taken up in two stages as described in detail in clause 5.2.

### **9.18 Opening of Bids / Technical submissions**

- 9.18.1 Goa IDC shall open all the Bids received for each Plot through the online Government of Goa eProcurement System (<https://eprocure.goa.gov.in/nicgep/app>) as per the schedule given in the NIT or any such revised date as per addendum, if any, issued by Goa IDC.
- 9.18.2 Bidders of the Plots only or their authorized representatives, who choose to attend the same, may be present for the opening of its own Technical submissions only. Considering the pandemic constraints, only 1 (one) authorised representative of each Bidder who chooses to attend the same shall be permitted.
- 9.18.3 Upon completion of the compliance and check of the technical submissions, the Financial Bids / Initial Plot Price offers of the qualified Bidders / Bids for the Plots shall

be opened by Goa IDC on the same day, prior to commencement of the e-auction, as per the Schedule in NIT.

#### **9.19 Evaluation of Technical Submissions**

- 9.19.1 Goa IDC has constituted an Evaluation Committee to evaluate the bids received. Goa IDC may also involve its advisors and consultants to assist it in the evaluation process.
- 9.19.2 Upon opening of the online and technical submissions made, the same shall be first checked to determine whether the requisite documents are submitted and are notarised copies, whether the documents have been properly signed and whether the Technical submissions is generally in order / responsive.
- 9.19.3 The responsive Technical Submissions shall then be evaluated in detailed to determine whether they are fulfilling the Qualification Requirements specified in Section 8.
- 9.19.4 In case the scanned documents submitted related to the Technical submissions (as mentioned in Clause 9.12.1) are **not notarised** or in case the technical submission specified are not submitted, Goa IDC reserves the right to reject the bid. In such case, the Financial Bid / Initial Plot Rate of such non-responsive Bid shall not be opened and such bidder shall not be eligible for participating in the e-auction process for the Plot.
- 9.19.5 For the purpose of opening of Financial Bids / Initial Plot Rates and taking forward the process for e-auction, the Technical Submissions which meet the Qualification Requirements as stipulated in clause 8.1 of this RFB shall be determined as **“Responsive”** and such Bidders shall be considered for opening of their Financial Bid / Initial Plot Rate Offers. For the purpose of determining a “Responsive” Technical Submission, the following shall be checked in accordance with the Technical and Financial Eligibility Criteria as in Clauses 8.1.1 (Technical Criteria) and 8.1.2 (Financial Criteria) of this RFB:

<b>Sl. No.</b>	<b>Parameters for check of Responsiveness</b>
1.	Confirmation that all Documents verified in this responsiveness check are scanned copies of Notarised Documents
2.	Submission of scanned copy of Notarised Cover Letter (as per format given in Appendix-1)
3.	Submitted scanned copy of Notarised document comprising Bidders contact details as per format given in Appendix 1A)
4.	Submitted notarised document meeting the Technical Criteria (Appendix-2) <u>Any one of the following:</u>

	(i) Notarised Copy of the identity proof such as voters identity card in India, driving licence in India, Indian Passport, if the applicant is an Individual / Proprietorship  (iii) Notarised Copy of certificate of Registration of Firm / Company / Partnership Deed, as applicable  (v) Notarised Copy of Proof of registration in case of Co-operative Societies / Societies registered under the Societies Registration Act, 1860.
5.	Notarised Copy of details meeting the Financial Criteria (as per format in Appendix -3)
6.	Notarised copy of Statutory Auditor / Auditor Certificate for positive net worth

While Bidders who have submitted the above shall be determined as “Responsive” for the purpose of opening of their Financial Bid / Initial Plot Rate Offers and for participation on the e-auction process. Bidders are however required to take note that in case the scanned documents submitted related to the Technical submissions (as mentioned in Clause 9.12.1) are **not notarised** or in case any of the technical submission specified in clause 9.12.1 are not submitted, Goa IDC reserves the right to reject the bid.

#### **9.20 Opening and Evaluation of Financial Bid / Initial Plot Rate**

- 9.20.1 The Financial Bid containing the “**Initial Plot Rate**” Offers of the qualified Bidders shall be opened by Goa IDC on the same day of opening of Bid and prior to commencement of the e-auction process.
- 9.20.2 Bids with Financial Bid / Initial Plot Rate quoted below the base rate specified in clause 7 of the DATA SHEET shall be summarily rejected and such Bidders shall not be eligible for participating in the e-auction process.
- 9.20.3 The Bid / Bidder quoting the least Financial Bid / Initial Plot Rate Offer amongst all Bidders in compliance with respective provisions of this bid document shall be eliminated from the bidding process and shall not be eligible for participating in the e-auction process. The EMD of such bidder shall be returned upon completion of this Bid Process. The elimination shall however not be carried out in case the total number of Qualified Bidders is less than five (05). In the event of identical Initial Plot Rate Offers have been submitted by more than one Bidder, all such Bidders shall be assigned the same rank for the purposes of determination of Qualified Bidders.
- 9.20.4 It shall **not be mandatory** for the eligible bidder(s) to participate in the e-auction. In such case, the Initial Plot Price Offer submitted by the Bidder shall be considered as the Bidder’s best and final offer, subject to clause 5.2.1.1(viii).

- 9.20.5 The Financial Bids shall be ranked with “H1” being the bidder having quoted the Highest “Initial Plot Rate” for the plot.
- 9.20.6 The highest **Financial Bid /Initial Plot Rate** received for a Plot shall be set as the minimum floor price for commencement of the e-auction process for the Plot.
- 9.20.7 In the event that a single Financial Bid / Initial Plot Rate offer has been received for a Plot, the e-auction for the Plot shall still be carried out and the Bidder shall be declared as the Highest Bidder / Selected Bidder after completion of the e-auction process. It shall however not be mandatory for the Bidder to participate in the e-auction process. However, in case the **Financial Bid /Initial Plot Rate** offer of such Bidder is noted to be the Base Plot Rate as specified in para 7 of the DATA SHEET, then in such case the Offer of Allotment to such Bidder shall be made at specified Base Plot Rate plus INR 100.

### **9.21 E-auction**

- 9.21.1 Only the Bidders who have submitted their Technical and Financial Bid for a Plot through the online portal and whose Financial Bid / Initial Plot Rate has been opened shall be eligible for participating in the second stage, i.e. the e-auction process, subject to clauses 5.2.1.1(iv) and 9.20 of this RFB.
- 9.21.2 It shall be the Bidder’s responsibility to login in to the e-auction portal of the eProcurement System on the date and time of the e-auction and participate in the e-auction process. Non-responsive or rejected bids / Bidders may / may not receive any intimation from Goa IDC prior to commencement of the e-auction.
- 9.21.3 While the eligible Bidders only shall be able to see the e-auction bids of other participants, the identity of the Bidders will be kept confidential during the e-auction process.
- 9.21.4 It shall not be mandatory for the eligible bidder(s) to participate in the e-auction. In the event that no Bidder participates in the e-auction or any Bidder does not participate in the e-auction, the Initial Plot Price offers submitted by such Bidders shall be considered as their best and final offer for the purpose of evaluation and determination of the Highest Bidder / Highest Bid, subject to clause 5.2.1.1(viii).

### **9.22 Determination of Selected Bidder**

- 9.22.1 The Highest “Auction Plot Rate” offer received during the e-auction process for the Plot or in case no Bidder participates in the e-auction process, then in such case the Highest “Initial Plot Rate” offer received in the Financial Bid for the Plot shall be determined as the “Highest Bidder” and “Selected Bidder” for the Plot, after verification of documents submitted, subject to clause 5.2.1.1(viii).

### **9.23 Verification of documents of Selected Bidder by Goa IDC**

- 9.23.1 Upon completion of the live e-auction process, Goa IDC shall call upon the “Highest Bidder(s)” for the respective Plot(s) for verification of submissions made online and **submission of original notarised documents** as specified in clause 5.2.2 of the RFB.
- 9.23.2 The verification process shall be as specified in clause 5.2.2 and subject to the provisions of clause 9.7 of this RFB. Goa IDC reserves the right to seek clarifications from the Bidder including on the documentary evidence submitted by them for the purpose of meeting the Qualification Requirements specified in Section 8.
- 9.23.3 For purposes of this determination, a verified Technical submission is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionality or reservations and all the specified documents have been submitted.
- 9.23.4 Goa IDC may also involve its consultants and advisors in conducting the due diligence and the bidder shall fully cooperate with Goa IDC in the above exercise. The Offer of Allotment / Allotment Order may not be issued to the Highest Bidder or withdrawn if any claim is found to be misleading or untrue in any respect, in which case the EMD and all payments made towards the Land Premium by the H1 Bidder / Selected Bidder / Allottee shall be forfeited and appropriated by Goa IDC forthwith, in terms of Clause 9.7.4.

#### **9.24 Issuance of Offer of Allotment**

- 9.24.1 Upon satisfaction with the verification and due diligence (if any) on the H1 Bidder on the basis of the process outlined in clause 3 of this RFB, Goa IDC shall issue the H1 Bidder with the **Offer of Allotment** confirming that the bidder is the **Selected Bidder for the Plot** at the H1 Price of the Bidder and asking it to take further steps as specified in clause 12 of the DATA SHEET.

#### **9.25 Submission of Detailed Project Report (DPR) by Allottee and approval**

- 9.25.1 The Allottee shall be required to submit the Detailed Project Report (DPR) to the Goa IDC within 30 days of issuance of the Offer of Allotment by Goa IDC. Goa IDC shall endeavour to place the same before the Evaluation Committee of Goa within 15 days for receipt of the same, for approval.
- 9.25.2 The DPR shall comprise of the details of the proposed industry and shall include details as listed in **Appendix-8** to this RFB, including the details of the proposed **Allottee**.

**In the DPR, the Bidder / Applicant shall also confirm the details of the proposed Allottee, including the shareholding / ownership pattern, name, incorporation details and proof, limited to the manner as permitted in this RFB, for placing before the Evaluation Committee of Goa IDC for approval**



- 9.25.3 During the evaluation of the Technical Submissions, the Evaluation Committee/ Goa IDC may, at its discretion, ask the bidder for clarification on their submissions in the DPR or any additional details including that of the proposed shareholding of the industrial undertaking proposed / Allottee and any other details about their financial qualifications, etc. The request for clarification shall be sent to the bidder in writing (by email) and the request shall also specify the timeline within which the bidder has to submit its clarification(s), failing which such clarification(s) may not be considered by Goa IDC and the Technical Submissions of the bidder may be evaluated by Goa IDC / Evaluation Committee without any further reference to the bidder.
- 9.25.4 The outcome of the evaluation of the Evaluation Committee shall be placed before the Selection Committee constituted by the Government of Goa for decision / approval. The Selection Committee shall have right to seek any additional information / clarification from the Selected Bidder or providing the Selected Bidder any additional time, if it deems fit appropriate.
- 9.25.5 Approval of the DPR by Goa IDC (based on the recommendations of the Evaluation Committee of Goa IDC / Selection Committee) shall be a pre-condition for entering into the Lease Deed.

**9.26 Incorporation of the Industrial Undertaking / Allottee**

- 9.26.1 The Bidder / Bidding entity in the name and style of its registration on the eProcurement System selected through this e-tender cum e-auction process and to whom the Offer of Allotment has been issued shall undertake to hold minimum 51% equity shareholding in the proposed Industrial Undertaking / Allottee.
- 9.26.2 Upon confirmation of the Allotment of the Plot by Goa IDC vide the Offer of Allotment, the Selected Bidder may choose to set up the Industrial Undertaking either on its own or hold at least 51% shareholding / ownership in the entity it proposes to incorporate for setting up the said Industrial Undertaking on the said Plot.
- 9.26.3 Such Industrial Undertaking or Allottee, if proposed by the Selected Bidder in the DPR submitted, shall be incorporated within 30 days of the date of the Allotment Order and details of incorporation and shareholding shared with Goa IDC. In such case, where the Bidder proposes to induct up to 49% of new members in the constitution of the **Allottee**, the same shall be subject to the Goa IDC Transfer & Sub-lease Regulations, 2018 and subsequent amendments thereto. Further, under no circumstances, dilution of shareholding by the Bidder below 51% in the Allottee shall be permitted. For the purpose of clarity, in case of the Bidder being a Proprietary Concern, and in the event that the Bidder proposes to engage into business activities that are different from its current line of business, the Bidder shall either obtain necessary approvals/documentation from the appropriate Statutory/Regulatory Government Bodies/Agencies for inclusion of the proposed activities in the business activities of the firm or shall suitably incorporate a separate legal entity that shall either be a proprietary concern of the Bidder's Proprietor

or a Company under the Companies Act 2013 with not less than 51% equity shareholding by the Bidder, that shall be the Allottee.

- 9.26.4 The Lease Deed will be entered into by Goa IDC with such Industrial Undertaking / Allottee incorporated, with the Selected Bidder holding atleast 51% equity shareholding in the Allottee as the confirming third party.
- 9.26.5 Any deviation to clause 9.26.2 shall be treated as event of default and Goa IDC shall cancel the allotment order and forfeit the EMD and Premium Amount Paid and cancel the Allotment and Lease Deed.

### **9.27 Issuance of Allotment Order by Goa IDC**

- 9.27.1 Upon compliance by the Bidder / Allottee to the terms of the Offer of Allotment and upon approval of the DPR by Goa IDC (based on the recommendations of the Evaluation Committee of Goa IDC / Selection Committee), Goa IDC shall issue the **Allotment Order** in favour of the Allottee.
- 9.27.2 Goa IDC shall endeavour to issue the Allotment Order within 75 days from date of Offer of Allotment, subject to the preconditions mentioned in clause 9.27.1.

### **9.28 Signing of the Lease Deed**

- 9.28.1 Only upon approval of the DPR and full payment of the quoted Premium amount (along with any interest, if applicable) as well as the Processing Fee, the Goa IDC will issue an Allotment Order favouring the Selected Bidder / Allottee to come forward for signing of the Lease Deed with Goa IDC. The same shall be required to be completed within a period of 90 (ninety) days from the date of the Offer of Allotment.
- 9.28.2 The draft Lease Deed is provided with the RFB at Volume II of the Bidding Documents. Bidders are required to carefully examine the same, as it will be binding upon the Selected Bidder / Allottee to sign the same.
- 9.28.3 Signing of the Lease Deed with Goa IDC shall be concluded by the Allottee within 15 days from the date of Allotment Order. Approval of the DPR by Goa IDC (based on the recommendations of the Evaluation Committee of Goa IDC / Selection Committee) shall however be a precondition for signing the Lease Deed.
- 9.28.4 Failure to enter into the Lease Deed shall be treated as default of the Allottee and the EMD and the instalment payments already made by the Allottee, if any, until such date shall be forfeited. Further, Goa IDC will have the right to re-auction the Plot or offer to the 2<sup>nd</sup> highest bidder / 3<sup>rd</sup> Highest Bidder to match the highest offer received as specified in clause 9.12.2 of this RFB, without further reference with the Bidder.

Submission of Bid in response to this RFB shall be deemed as acceptance of the Bidders to this condition.

**9.29 Handing Over / Taking Over Possession of Plot**

- 9.29.1 The Handing Over / Taking Over possession of the plot from Goa IDC shall be completed within 120 (one hundred and twenty) days of Offer of Allotment or 30 (thirty) days from signing of Lease Deed, whichever is earlier. Full payment of the quoted Premium amount (along with any interest, if applicable) and the signing of the Lease Deed shall be a precondition for handing over / taking over of the plot by the Allottee.
- 9.29.2 At a mutually agreeable date, a joint survey shall be carried out by Goa IDC at the time of handing over of possession and any variation in exact land extent shall be recorded.
- 9.29.3 Upon carrying out the joint survey, it is likely that a variation is noted in the exact extent of land. Such variation is generally not expected to be more than 5% of the plot area published in the NIT. Based on the exact extent of the land, the difference in the amount of the Premium shall be required to be paid by the Allottee within 30 (thirty) days from the demand of the said differential amount by Goa IDC. In case of the land extent is found to be lesser than that mentioned, the excess amount received by Goa IDC shall be refunded to the allottee by Goa IDC without any interest within 30 (thirty) days from the date of joint survey. Alternatively, Goa IDC shall have the option of making available the shortfall land extent, if such contiguous land is available.
- 9.29.4 In case of a variation of more than 5% in the land extent, the Selected Bidder / Allottee shall have the option of withdrawing from the RFB process and in such case, the EMD of the Selected Bidder and Premium payments received from Selected Bidder / Allottee shall be refunded free of interest. Alternatively, the Selected Bidder / Allottee may seek for an alternate plot, if available with Goa IDC. The option of Alternative plot shall however not be treated as an obligation of Goa IDC and shall be considered by Goa IDC only in case of availability. The option of plots for which competitive bids have been received shall not be made available in such case. It is also clarified that this clause shall be applicable only in case variation in the land extent by more than 5% and no other reasons by the Selected Bidder / Allottee shall be considered for the applicability of this clause. Further, communication in this matter regarding withdrawal by the Selected Bidder / Allottee on this account, if any, shall be made to Goa IDC within 15 days of the joint survey.
- 9.29.5 The Lease Deed shall come into force from the date of handing over of the plot by the Authority / taking over possession of plot by the Allottee. However, it is clarified that the Lease Rent shall be due for payment from the date of issuance of the Allotment Order.

**9.30 Confidentiality**

- 9.30.1 Goa IDC shall at all times treat all information, submitted or received by it as part of bids, in confidence and treat the same in confidence (except for the purpose of

verification in terms of Clause 9.7.5 of the RFB). Goa IDC shall not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to seek such information. Bidders will not disclose any confidential information to third parties without the prior written consent of Goa IDC except as expressly permitted in this document.

### **9.31 Proprietary Data**

- 9.31.1 All documents and other information supplied by Goa IDC or submitted by a bidder to Goa IDC shall remain or become the property of Goa IDC. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their bids.

### **9.32 Right to Annul the Bidding Process**

- 9.32.1 Goa IDC reserves the right to annul the Bidding Process at any point in time and without providing any explanation to the bidders.

### **9.33 Material Deviation**

- 9.33.1 Material deviations in the bids received shall include, inter alia, the following:

- (i) The Technical Submissions or any accompanying document or Financial Bid submitted by the bidder is not in accordance with the formats given in this RFB;
- (ii) Technical Submission does not include all the documents required to be submitted in terms of this RFB;
- (iii) It does not contain all the information (complete in all respects) as requested in this RFB and/or bidding documents (in formats same as those specified);
- (iv) The physical submission of the original notarized documents comprising, appropriate Power of Attorney, proofs of eligibility and Affidavit has not been made by the Bidder to Goa IDC on the date specified for verification and submission;
- (v) Deviation / variation in the documents submitted in the online Technical submissions vis-à-vis the physical submission, including the date of notarization or content. In such case, the online Technical submission shall be considered.
- (vi) The Technical Submission is not accompanied by documentary evidence of the credentials of the bidders(s);
- (vii) The Financial Bid where the Initial Plot Rate Offer is below the Base rate indicated in the DATA SHEET;
- (viii) The Technical Submissions or Financial Bid submitted by the bidder is conditional or qualified or contains modifications, exceptions or non-acceptance with respect to the critical clauses of the RFB or the Lease Deed; and
- (ix) The Technical Submissions or Financial Bid submitted by the bidder is not valid for the minimum Bid Validity Period as mentioned in Clause 9.15.

## **10.Contents of Technical Submission**

### **10.1 Mode of Technical Submission**

- 10.1.1 The Technical Submission shall be required to be **strictly made only in the online submission mode only**, on or before the dates and time specified in the Schedule of Bidding Process. **Physical submission of the Technical submissions shall not be made / accepted prior to completion of the e-auction process and will lead to rejection of the Bid and forfeiture of EMD**. Only submission of pre-bid queries, if any, shall be accepted in submitted in physical mode, prior to the completion of the process.
- 10.1.2 All technical submissions made online shall **necessarily be required to be scanned copies of the notarised documents only**. The original notarised documents shall be submitted to Goa IDC only by the Selected Bidder on the date communicated by Goa IDC to the Selected Bidder for coming forward to Goa IDC for verification with originals and submission of original notarised documents submitted in the technical submissions online.
- 10.1.3 Failure in submission of the original notarised documents made in Technical submissions on such date specified by the Goa IDC shall be considered as Material Deviation and such bid(s) received / Selected Bidder shall be declared in-responsive and rejected as per the terms of this RFB. The EMD of such Bid(s) / Bidder(s) shall be forfeited.

### **10.2 Payment of Bid Participation Fees (Tender Fees) (non-refundable)**

- 10.2.1 Bidders are required to register on the Government of Goa eProcurement System (<https://eprocure.goa.gov.in/nicgep/app>). The details of the registration process as well as the process for payment of Processing Fees, the process for the e-tender / bid submission of the Technical Submission and the Financial Bid / Closed Premium Price as well as the details of the e-auction process are provided in Section 13.
- 10.2.2 During bid submission, a scanned copy of the Bid Participation Fees (Tender Fees) payment shall be uploaded by the bidder in the <https://eprocure.goa.gov.in/nicgep/app> portal as part of its Technical submission, while a hard copy of the details shall be submitted as specified in Clause 10.1. **The payments shall be strictly made through the online mode as specified in the eProcurement System and no payment shall be accepted directly by Goa IDC.**
- 10.3 **Earnest Money Deposit (EMD) / Bid Security**
- 10.3.1 Bidders are required to remit the corresponding EMD / Earnest Money Deposit to Goa IDC for each plot that it wishes to bid for, as specified in the Notice Inviting Tender (NIT) and in clause 9.9.3. **The payments shall be strictly made through the online mode as specified in the eProcurement System and no payment shall be accepted directly by Goa IDC.**

- 10.3.2 During online bid submission, a scanned copy of the EMD payment shall be uploaded by the bidder in the <https://eprocure.goa.gov.in/nicgep/app> portal as part of its Technical submission, while a hard copy of the details shall be submitted as specified in Clause 10.1.
- 10.3.3 The EMD of bidders whose Technical Submissions are found to be non-responsive or whose Technical Submissions do not qualify as per the Qualification Requirements, shall be forfeited.
- 10.3.4 Subject to provisions of clause 6.1.21.1 of this RFB, the EMD of the other non successful bidders shall be returned within 10 (ten) days of completion of the e-auction process.
- 10.3.5 The EMD forfeited and appropriated by Goa IDC shall be as a genuine pre-estimated compensation and damages payable to Goa IDC for, inter alia, the time, cost and effort of Goa IDC without prejudice to any other right or remedy that may be available to Goa IDC here under, or otherwise, under the following conditions:
1. if the bidder withdraws or alters or modifies or revokes its bid, partially or fully, during the Bid Validity Period or any extension thereof as per terms of this RFB document, except in accordance with Clause 9.15;
  2. if any of the documents submitted by a bidder as part of the bid is found to be not genuine or forged or any of the claims, confirmations, statements or declarations of the bidder is found to be incorrect or inconsistent, including the declarations given under Clause 10.7 or in case of any material misrepresentation of facts at any point of time during the bid evaluation process;
  3. if the Selected Bidder fails submit the DPR within 30 (thirty) days of the date of issuance of Allotment Order by Goa IDC
  4. if the Selected Bidder fails to sign the Lease Deed within 90 (ninety) days of the date of issuance of Offer of Allotment by Goa IDC;
  5. if the Selected Bidder fails to fulfill the payment obligations within the timelines specified in the Allotment Order.;
  6. if a bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice, restrictive practice, collusive bidding or bid rigging as specified in this RFB document;
  7. if a bidder withdraws its bid before completion of the Bidding Process during the Bid Validity Period, except in accordance with Clause 9.15;
  8. if the bidder is otherwise in breach of the terms of this document;
  9. in case the Selected Bidder, does not comply with the requirements of the Financial Bid;
  10. in case the Technical Submission of a bidder contains any information on the Financial Bid of the bidder;
  11. if a bidder submits more than one bid; in such a case the EMD of all such bids shall be appropriated by Goa IDC; and

12. if any clarification sought by Goa IDC is not received by Goa IDC within the allowed number of days from the date of issue of the letter seeking such clarification.
13. If a bidder is found to be an Employee or Members of Family of any Employee of Goa IDC.

#### **10.4 Documentary Evidence of Meeting Qualification requirements**

- 10.4.1 Bidders shall, as part of their Technical Submission submit detailed and comprehensive information in support of their qualification as per the Qualification Criteria set out in this RFB document. The information shall be provided in formats provided in **Appendix 2** and **Appendix 3**. Documentary evidence regarding the same shall also need to be submitted as part of the Technical Submission. These documents need to be notarised and submitted in the online submission as part of the Technical Submission.
- 10.4.2 Only documents that have been submitted in the online Technical Submission by the Selected Bidder(s) shall be considered for evaluation and verified with the Original submitted at the date specified by Goa IDC. In case any document is not submitted online, but included in the Physical Submission, the same shall not be considered. Goa IDC further reserves its right to take a decision in the matter.
- 10.4.3 Goa IDC reserves the right to seek any clarification that it may require on the Technical Submissions or proceed with the evaluation based on the Technical Submissions made.

#### **10.5 Covering Letter**

- 10.5.1 Bidders as part of their Technical Submission shall submit a Covering Letter as per the format given in **Appendix 1**. The letter shall be signed by the Authorized Signatory of the Bidder.
- 10.5.2 The Covering Letter need to be submitted in the online submission. A notarised copy of the same shall be submitted in the physical submission of the Technical submission as per the clause 10.1 of this RFB.

#### **10.6 Power of Attorney**

- 10.6.1 Bidders as part of their Technical submission shall submit the appropriate Power of Attorney along with the Board Resolution (wherever applicable) affixed with common seal of company, authorizing the issuer who issues Power of Attorney in favour of the Authorized Signatory of the bidder. The Power of Attorney shall be duly notarized.
- 10.6.2 During bid submission, a notarised and scanned copy of the appropriate Power of Attorney along with supporting documents such as Board Resolution, etc. shall be uploaded by the Bidder in the online bid submission as part of its Technical Submission, while the original Power of Attorney shall be physically submitted as specified in Clause 10.1.

10.6.3 The Power of Attorney shall be in the format given in **Appendix 4**.

### **10.7 Affidavit**

10.7.1 The Bidder shall as part of the Technical Submission submit an Affidavit as per the format given in **Appendix 5**, declaring inter alia that in respect of any tender issued by or contract entered into with Goa IDC, any government or any government instrumentality:

- (a) none of their contracts have been terminated or foreclosed due to their default;
- (b) as on the RFP publication date the bidder or any member of the bidding group is not blacklisted, banned, de-listed or suspended from business or under purchase holiday in the said tenders/ contracts;
- (c) they have not breached any terms of the tenders or contracts, which could result in the rejection of their bids or cancellation of their contracts, as applicable;
- (d) they have examined and have no reservations to the RFB document, including any Corrigendum (a)/ Amendment(s) issued by Goa IDC;
- (e) they do not have any conflict of interest in accordance with Clause 8.2.2 of the RFB document;
- (f) they have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, collusive bidding or bid rigging as defined in Clause 12.2.3 of the RFP document; they also undertake to ensure that no person acting for them or on their behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice or collusive bidding or bid rigging;
- (g) they have not been found guilty of offences involving bribery, corruption, fraud, offences against the state including loyalty to the state and non-payment of statutory dues any government or any government instrumentality;
- (h) there is no instance of winding up/insolvency or other proceedings of a similar nature is pending against them or a receiver has been appointed for their assets;
- (i) none of the directors of their company have been convicted in any cognizable offence by any court of law; irrespective of whether the conviction is pending under appeal in a higher court, unless the conviction is stayed by the higher court.

10.7.2 In addition to the above, the bidder, shall as part of the Technical Proposal declare the following as per the format given in **Appendix 5**:

- (a) All information furnished by us in respect of fulfilment of eligibility criteria of this tender is complete, correct and true
- (b) All documents/ credentials submitted with this tender are genuine, authentic, true and valid
- (c) If it is found at any point of time that our documents are not genuine or false or forged then in that case our tender will be rejected, earnest money deposited by us will be forfeited and we will be debarred from participating in further/ future Goa IDC tenders and/ or any action as deemed fit by Goa IDC may be taken against us, including termination of the contract, forfeiture of all dues including forfeiture of



Earnest Money and banning/ delisting of our entity and all related persons etc. for 5 (five) years

(d) Decision whether the documents submitted are genuine and authentic, will be taken by Goa IDC based on verification and will be final and binding on the bidder

(e) The bidder will allow Goa IDC to verify all such internal documents of the bidder on demand by Goa IDC

10.7.3 The notarised and scanned copy of the Affidavit will need to be submitted in the online submission and the Original shall be required to be submitted as part of the physical submission of the Technical Submission as per the conditions of clause 10.1 of this RFB.

### **10.8 Certificate of Total Compliance**

10.8.1 Bidders as part of their Technical Submission shall submit a certificate of total compliance as per the format given in **Appendix 6**. The letter shall be signed by the Authorized Signatory of the bidder.

10.8.2 The notarised and scanned copy of the certificate of total compliance will need to be submitted in the online submission and the original shall be required to be submitted as part of the physical submission of the Technical Submission as per clause 10.1 of this RFB.

### **10.9 Checklist of Documents as part of the Technical Proposal**

10.9.1 Bidders as part of their Technical Submission shall submit a duly filled in checklist of documents being submitted, as per the format given in **Appendix 7**. The bidder shall tick mark the column titled “Submitted by Bidder” to indicate that the respective document is being submitted as part of the Technical Submission. The columns titled “Verified during Evaluation” and “Remarks” shall be left blank by the bidder. A notarised and scanned copy of the same will need to be submitted in the online submission and the original shall be required to be submitted as part of the physical submission of the Technical Submission as per clause 10.1 of this RFB.

### **10.10 Separate Submission for each Plot**

10.10.1 In case of a bidder intends to bid for more than 1 (one) Plot, separate bids including the EMD, Bid Processing Fees, Bid Participation Fee (Tender Fees) and Technical Submissions shall be submitted for each such bid / Plot.

10.10.2 In case a Bidder bids for more than 1 (one) plot, where the Technical Submissions in any of the submissions is found missing or incomplete, the evaluation of the same shall be carried out on the basis of the submissions made of the specific plot alone and Technical Submissions made for another plot shall not be considered for such missing submissions.

### **10.11 Payment of Bid Processing Fees to ITG (non-refundable)**

- 10.11.1 Bidders are required to remit a payment of INR 6000 (Rupees Six Thousand Only) to Info Tech Corporation Goa (ITG) towards Bid Processing Fees for each plot that it wishes to bid for.
- 10.11.2 During bid submission, a scanned copy of the Bid Processing Fees payment shall be uploaded by the bidder in the <https://eprocure.goa.gov.in/nicgep/appportal> as part of its Technical submission, while a hard copy of the details shall be submitted as specified in Clause 10.1. **The payments shall be strictly made through the online mode as specified in the eProcurement System and no payment shall be accepted directly by Goa IDC / ITG.**

## **11.Contents of Financial Bid / Initial Plot Rate and Auction Plot Rate**

### **11.1 Submission of Financial Bid**

- 11.1.1 The Financial Bid shall be submitted **only through the online mode**, i.e. through the Government of Goa eProcurement System (<https://eprocure.goa.gov.in/nicgep/app>).

### **11.2 Initial Plot Rate**

- 11.2.1 The Financial Bid to be submitted shall consist of the “**Initial Plot Rate**” Offer to be quoted by bidders.
- 11.2.2 The “Initial Plot Rate” Offer shall be in Rs. Per Square meter of land (without any decimal part). The Initial Plot Rate Offer shall be not less than the Base Rate indicated at Clause 7 in the DATA SHEET. The Goa IDC site shall not accept any Initial Plot Rate Offer below the Base Rate and such bids shall be considered non-responsive.
- 11.2.3 For quoting above the Base Rate in the e-tender (Financial Bid / Initial Plot Rate Offer Bid) or e-auction (Auction), Bidders can quote in multiples of INR 100 only.
- 11.2.4 The minimum increment for the e-tender / e-auction shall be INR 100 and in multiples thereof. In case a Bidder bids a value that is not in multiples of INR 100, the same would be automatically rounded off Viz: 5860 or 5850 shall be rounded off to 5800 or 5815 shall be rounded off to 5800 for evaluation as well a value computation and premium payment purpose.
- 11.2.5 GST shall not be applicable on the “Initial Plot Rate” / “Auction Plot Rate” as mentioned in Clause 26 of the DATA SHEET of this RFB. Further the Premium shall exclude all other costs as listed in clause 6.1.3 of this RFB.

### **11.3 Opening of Financial Bids**

- 11.3.1 The Financial Bids / Initial Plot Rate Offers of only the eligible Bidders shall be opened.
- 11.3.2 Bids with **Financial Bid /Initial Plot Rate** quoted below the base rate specified in clause 7 of the DATA SHEET shall be summarily rejected and such Bidders shall not be eligible for participating in the e-auction process.
- 11.3.3 The Bid / Bidder quoting the least **Financial Bid /Initial Plot Rate** Offer amongst all Bidders in compliance with respective provisions of this bid document shall be eliminated from the bidding process and shall not be eligible for participating in the e-auction process. The EMD of such bidder shall be returned upon completion of the e-auction process. The elimination shall however not be carried out in case the total number of Qualified Bidders is less than five (05). In the event of identical Initial Plot Rate Offers have been submitted by more than one Bidder, all such Bidders shall be assigned the same rank for the purposes of determination of Qualified Bidders / eliminated Bid / Bidder.

- 11.3.4 The balance eligible Bidders shall be eligible for participating in the e-auction. It shall however not be mandatory for the eligible bidder(s) to participate in the e-auction and in such case, the Initial Plot Price Offer submitted by the Bidder shall be considered as the Bidder's best and final offer.
- 11.3.5 However, in the event the number of bidders eligible to participate in the e-auction is less than five, then all the bidders whose Financial Bid have been opened shall be allowed to participate in the e-auction.
- 11.3.6 The Financial Bids shall be ranked with "H1" being the bidder having quoted the Highest "Initial Plot Rate" for the plot.
- 11.3.7 The highest **Financial Bid /Initial Plot Rate** received for a Plot shall be set as the minimum floor price for commencement of the e-auction process for the Plot.
- 11.3.8 In the event that a single Financial Bid / Initial Plot Rate offer has been received for a Plot, the e-auction for the Plot shall still be carried out and the Bidder shall be declared as the Highest Bidder / Selected Bidder. It shall however not be mandatory for the Bidder to participate in the e-auction. However, in case the **Financial Bid /Initial Plot Rate** offer of such Bidder is noted to be the Base Plot Rate as specified in para 7 of the DATA SHEET, then in such case the Offer of Allotment to such Bidder shall made at specified Base Plot Rate plus INR 100.

#### **11.4 E-auction**

- 11.4.1 The highest **Financial Bid /Initial Plot Rate** received for a Plot shall be set as the minimum floor price for commencement of the e-auction process for the Plot.
- 11.4.2 The eligible Bidders who are eligible for participating in the Auction shall be permitted to place their Auction Plot Rate Offer on the e-auction link of the eProcurement System, provided that it is higher than the Applicable Floor Price by at least the minimum increment amount of **INR 100 (Rupees One Hundred only) per sq.mt.** It is **Not mandatory** for the bidder(s) submitting the Initial Price Offer to participate in the e-auction.
- 11.4.3 It shall be at the choice of the Bidder to participate in the live e-auction and not mandatory. Failure to log-in / participate in the live e-auction shall be at the sole risk of the Bidder and the Authority shall under no circumstances be held responsible for any such eventualities.
- 11.4.4 In case the Bidder chooses not to participate in the Auction, in such case the Initial Plot Rate Offer of the Bidder shall be considered as his/her best and final offer, subject to clause 5.2.1.1(viii).

- 11.4.5 In case of a tie in the Financial Bid / Initial Plot Rate offer received, which is also the Highest Initial Plot Rate offer / set as the minimum floor price for commencement of the e-auction process for the Plot, and in the event that no higher offer is received in the e-auction, then in such case, Goa IDC shall invite the tie Bidders to separately submit their “final revised Plot Rate” offer in a sealed envelope to Goa IDC prior to date and time, as specified by Goa IDC. The Bidder emerging as the Highest Bidder at the opening of such sealed envelope “final revised Plot Rate” shall be declared as the Selected Bidder. However, such “final revised Plot Rate” shall be required to be not less than the “Financial Bid / Initial Plot Rate” earlier quoted by the Bidder, failing which the EMD of the Bidder shall be forfeited. Further, the increment quoted by the Bidder shall be required to be in multiples of INR 100 only and as per clauses 11.2.3 and 11.2.4 of the RFB. It shall be mandatory for each of the tie Bidders to submit their “final revised Plot Rate”, failing which the EMD of the Bidder shall be forfeited. Goa IDC shall also reserve the right to devise any other alternative competitive process or lottery / draw for determination of the Selected Bidder in case the tie continues.
- 11.4.6 The identity of the bidders shall remain anonymous to other bidders participating in the e-Auction process as well as to Goa IDC.
- 11.4.7 The bidders participating in the e-Auction shall be able to see the prevailing highest Auction Plot Rate Offer against the site, but the name of the bidder who has submitted the highest Auction Plot Rate Offer at any point of time will not be displayed.
- 11.4.8 A bidder shall have to put its Auction Plot Rate Offer below the displayed Highest bid by a increment of a minimum of INR 100 (one Hundred Rupees only) per sq. mts or multiples thereof above the Highest bid to become the highest bidder. Further bidders will be unable to make exorbitantly high bids. The next highest bid will be limited to 50% of the previous Auction Plot Rate Offer.
- 11.4.9 The Auction process will have a scheduled start and close time which will be displayed on screen. A bidder will be able to put its Auction Plot Rate Offer after the start of bid time and till the close time of the Auction. The current server time (IST) will also be displayed on the screen.
- 11.4.10 The initial duration for the e-Auction process shall be 30 minutes. In the event a bid is received during the last 5 (Five) minutes before the scheduled close time of Auction, the close time of the Auction will be automatically extended by 5 (five) minutes from the last received bid time to give equal opportunity to all other bidder participating in the Auction. This process of auto extension will continue till there is a period of 5 (Five) minutes during which no new Auction Plot Rate Offer is received.
- 11.4.11 It shall not be mandatory for the eligible bidder(s) to participate in the e-auction. In the event that no Bidder participates in the e-auction or any Bidder does not participate in the e-auction, the Initial Plot Price offers submitted by such Bidders shall be considered as

their best and final offer for the purpose of evaluation and determination of the Highest Bidder / Highest Bid, subject to clause 5.2.1.1(viii).

**11.5 Determining the Selected Bidder / Allottee**

- 11.5.1 The highest Auction Plot Rate offer or the Highest Initial Plot Rate Offer received, whichever is higher, for a plot shall determine the Highest Bidder and Selected Bidder / Allottee for the Plot.

## **12.Information to Bidders**

### **12.1 Transfer of Bidding Documents**

12.1.1 The Bidding Documents are not transferable and can be used for submitting bids by the prospective bidder who has registered on the <https://eprocure.goa.gov.in/nicgep/app> Portal.

12.1.2 No change in name of the Bidder will be allowed under any circumstances; that has submitted a bid in response to the RFB

### **12.2 Corrupt or Fraudulent Practices**

12.2.1 Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, Goa IDC may reject a bid without being liable in any manner whatsoever to the bidder if it determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice, restrictive practice, collusive bidding or bid rigging in the Bidding Process.

12.2.2 Without prejudice to the rights of Goa IDC under Clause 12.2.1 hereinabove, if a bidder is found by Goa IDC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, restrictive practice or collusive bidding or bid rigging during the Bidding Process, such a bidder shall not be eligible to participate in any tender or RFB issued by Goa IDC during a period of 2 (two) years from the date such bidder is found by Goa IDC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice or restrictive practice, as the case may be. Goa IDC shall also take remedial measures against such bidder available to it under the provisions of the Competition Act, 2002 in case of collusive bidding or bid rigging.

12.2.3 For the purposes of this Clause 12.2, the following terms shall have the meaning hereinafter respectively assigned to the

- a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of Goa IDC who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the Letter of Award or has dealt with matters concerning the Allotment Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of Goa IDC, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether

during the Bidding Process or till 6 (six) months from the date of the Letter of Award, as the case may be, any person in respect of any matter relating to the Project or the Letter of Award or the Allotment Agreement, who at any time has been or is a legal, financial or technical adviser of Goa IDC in relation to any matter concerning the Project;

- b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- c) **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by Goa-IDC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest;
- e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process; and
- f) **“collusive bidding”** or **“bid rigging”** means any agreement, between enterprises or persons engaged in identical or similar production or trading of goods or provision of services, which has the effect of eliminating or reducing competition for bids or adversely affecting or manipulating the process for bidding

### **12.3 Miscellaneous**

12.3.1 Goa IDC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

- a) suspend and/ or cancel any or all parts of this e-tender cum e-auction process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
- b) consult with any bidder in order to receive clarification or further information;
- c) qualify or not to qualify any bidder and/ or to consult with any bidder in order to receive clarification or further information;
- d) retain any information and/ or evidence submitted to Goa IDC by, on behalf of, and/ or in relation to any bidder; and/ or
- e) independently or otherwise verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any bidder

12.3.2 It shall be deemed that by submitting its bid, the bidder agrees and releases Goa IDC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder and the RFB Documents, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives



any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

#### **12.4 Draft Lease Deed**

- 12.4.1 The Lease Deed as provided along with this RFB at **Volume II** shall be final and non-negotiable.
- 12.4.2 Bidders are requested to carefully go through the draft Lease Deed, as it will be binding upon the Selected Bidder / Allottee to sign the Lease Deed within the timeframe specified in this RFB, failing which the EMD of the Selected Bidder / Allottee shall be appropriated by Goa IDC in terms of Clause 9.27.
- 12.4.3 The draft Lease Deed is non-negotiable and no modifications to the same shall be entertained by Goa IDC, save for any Corrigendum (a)/ Amendments that may be issued by Goa IDC in terms of Clause 9.5.
- 12.4.4 The provisions of all the Articles of the draft Lease Deed shall be binding on the Allottee.
- 12.4.5 The “Lease Deed” will constitute of
- a) The Lease Deed to be executed between the Selected Bidder and Goa IDC, suitably incorporating all clarifications, addendums, modifications, annexures and attachments;
  - b) All drawings, diagrams, illustrations, schedules, Plans and other data or information provided by Goa IDC;
  - c) Relevant documents of bid submission
  - d) All correspondence exchanged between Goa IDC and the Selected Bidder till the signing of the Lease Deed

### **13. Instructions on E-tendering / E-auction**

#### **13.1 Synopsis**

- 13.1.1 The selection of bidders / Allottees through this e-tender cum e-auction process of Goa Industrial Development Corporation for its prime Plots at Verna Goa will be held on the eProcurement System only. The RFB is available free of cost on the Government of Goa eProcurement System (<https://eprocure.goa.gov.in/nicgep/app>).
- 13.1.2 The bidders are required to submit soft copies of their bids electronically on the eProcurement System, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the eProcurement System, prepare their bids in accordance with the requirements and submitting their bids online on the eProcurement System.
- 13.1.3 More information useful for submitting online bids on the eProcurement System may be obtained from <https://eprocure.goa.gov.in/nicgep/app>.
- 13.1.4 **The Bid submission is only through the online mode.**

#### **13.2 Online Tender Submission Schedule**

- 13.2.1 The date and time for pre-bid conference, submission and opening date of bids will be as per the NIT / RFB or as amended through an Addendum / Corrigendum, if any.
- 13.2.2 The online application by the Bidders, as per the formats mentioned in the RFB along with the supporting documents, should also accompany the following documents (Scan and Upload on the e-Tender website):
- i. Notarised copy of valid Incorporation Certificate of the Bidder, if applicable.
  - ii. Notarised copy of GST certificate, if applicable
  - iii. Notarised copy of PAN Card. In case of a Bidder registered outside India, the copy of PAN Card will not be required. Instead other documents as specified in the RFB will be required to be submitted.
- 13.2.3 **Mode of Payment towards Bid Participation Fees (Tender Fees) to Goa IDC, Bid Processing Fees to ITG and EMD: To be paid only through the online payments methods specified on the eProcurement System. Payments via Demand Draft or any other modes to Goa IDC directly will not be accepted.** The scanned copy of proof of payments made will need to be uploaded in the Technical Submissions while submitting the online bid.

#### **13.3 General Instructions:**

- 13.3.1 Bidders are required to enrol on the Government of Goa eProcurement System (<https://eprocure.goa.gov.in/nicgep/app>) by clicking on the link “Online bidder Enrolment”, which is free of charge.

- 13.3.2 As part of the enrolment process, the bidders will be required to choose a unique login id and assign a password for their accounts.
- 13.3.3 Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the eProcurement System.
- 13.3.4 Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 13.3.5 Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 13.3.6 Bidder then needs to log in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.
- 13.3.7 Bidder should take into account any corrigendum published on the tender document before submitting their bids. Please go through the tender advertisement, Notice Inviting Tender and the tender document carefully to understand the documents required to be submitted as part of the bid as well as this e-tender cum e-auction process. Any deviations from these may lead to rejection of the bid.
- 13.3.8 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

#### **13.4 Steps for participation in Tenders:**

Step-1:

- This step is applicable in case the Bidder does not have a valid Class-III Digital Certificate (signing and encryption component). If Bidder possesses such Certificate, then they may refer Step 2 directly.
- Obtain a valid Class-III Digital certificate from one of the following vendors (Approved by the Controller of Certifying Authorities, Government of India - <http://cca.gov.in/>)
- It is the bidder's responsibility to obtain the DSC and submit the tender online within the timelines specified in the RFP document. THE AUTHORITY accepts no responsibility towards any delay in the process of obtaining the DSC.

**Step-2:**

- Bidders are required to enroll on the Government of Goa eProcurement System (<https://eprocure.goa.gov.in/nicgep/app>) by clicking on the link “Online bidder Enrollment” on the eProcurement System which is free of charge.
- Any queries relating to the process of online bid submission or queries relating to eProcurement System in general may be directed to the 24x7 Helpdesk.

**Step-3:**

- Login to the site and request for the Bid Documents for the relevant project on the portal from the listed tenders

**Step-4:**

- Pay Processing Fee, Participation Fees (Tender Fees) and EMD through the available online modes.
- The scanned copy of the Proof of payment is to be uploaded as part of the online submission of the bid documents.
- It is suggested that the payments are made well in advance so that the same are verified and confirmed by the eProcurement System.

**Step-5:**

- Upload the Documents required
- Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- Bidder has to select the payment option as “online” to pay the Processing Fee, Participation Fee (Tender Fees), EMD as applicable and enter details of the instrument.
- Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the Financial bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

- All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

Step-6:

- Submit the Tender Online (technical submissions and financial bid documents) and submit hard copies of Technical Submissions documents only to Goa IDC.
- Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

### **13.5 Brief description of Bidding Process**

13.5.1 Goa-IDC has adopted a Single-stage two part competitive e-tender cum e-auction process (collectively called as the "Bidding Process") for selection of the Bidders for Leasing of Plots. It involves:

- a) Qualification of interested Bidders who submit the technical submissions in accordance with the Chapter 8 of RFB Document.
- b) The Financial Bids containing the "Initial Plot Rate" Offers of the Qualified Bidders shall be opened by Goa IDC through E-Tendering portal, i.e. through online mode. The date and other details related to the opening of Technical Submissions and the Financial Bid shall be as per the Bidding Schedule specified in this RFB Document. The date of opening of the Technical Submissions and Financial Bids is currently scheduled on the date of the e-auction process for the plots, prior to the commencement of the e-auction process.

### **13.6 E-Auction**

- a) Bidders who have successfully submitted the online bid shall only be eligible to participate in the e-auction process for the respective plot(s), subject to the other provisions of RFB.

- b) The Base Rate for the e-auction shall be the Highest Initial Plot Rate offer received by Goa IDC in the Financial Bids received, as specified in this RFB. The Bidders eligible to participate in the e-Auction shall quote their Auction Plot Rate in accordance with the provisions of Chapter 11.
- c) the bidders who shall become eligible to participate in the e-Auction as per conditions of RFB document, shall be intimated about their eligibility to participate in the electronic Auction through notification on online portal within their secured login as well as a system generated email.
- d) It shall be the sole responsibility of the bidder to regularly check the **eProcurement System** and log in to see whether it is eligible or not. Goa IDC will not be responsible for non-receipt of email by the bidder and its consequences.
- e) The e-Auction is the process of inviting binding Auction Plot Rate Offer from the Qualified Bidders who are eligible to participate in the e-Auction through internet.
- f) It is **not** mandatory for the Qualified bidder(s) to participate in the Auction.
- g) During this process, a bidder shall be able to submit its Auction Plot Rate Offer as many times as it wishes against this RFB Document.
- h) The identity of the bidders shall remain anonymous to other bidders participating in the e-Auction process as well as to Goa IDC.
- i) The bidders participating in the e-Auction shall be able to see the prevailing highest Auction Plot Rate Offer against the site, but the name of the bidder who has submitted the highest Auction Plot Rate Offer at any point of time will not be displayed.
- j) A bidder shall have to put its Auction Plot Rate Offer below the displayed Highest bid by a increment of a minimum of INR 100 (one Hundred Rupees only) per sq. mts or multiples thereof above the Highest bid to become the highest bidder.
- k) Further bidders will be unable to make exorbitantly high bids. The next highest bid will be limited to 50% of the previous Auction Plot Rate Offer.
- l) The Auction process will have a scheduled start and close time which will be displayed on screen.
- m) The initial duration for the e-Auction process shall be 30 minutes.
- n) A bidder will be able to put its Auction Plot Rate Offer after the start of bid time and till the close time of the Auction. The current server time (IST) will also be displayed on the screen.
- o) In the event a bid is received during the last 5 (Five) minutes before the scheduled close time of Auction, the close time of the Auction will be automatically extended by 5 (five) minutes from the last received bid time to give equal opportunity to all other bidder participating in the Auction.
- p) This process of auto extension will continue till there is a period of 5 (Five) minutes during which no new Auction Plot Rate Offer is received.

### **13.7 Important Points**

- a) During the tender process for electronic bidding, the bidder shall be required to sign their bids with their respective digital signature certificate (DSC) which has been

used to login. Any digital signature certificate other than the above shall not be acceptable for bid submission by the system.

- b) Bidders in their own interest are advised to get themselves acquainted with the entire Tender cum Auction process of e-procurement website by getting their Authorized Signatory trained before hand through some demo biddings, the schedule of which is given in the Schedule of Auction Process. No complaints shall be entertained in this regard at any stage.
- c) The RFB and all the further updates, notices, amendments, clarifications etc. shall be available on <https://eprocure.goa.gov.in/nicgep/app> under 'GOA INDUSTRIAL DEVELOPMENT CORPORATION'.
- d) The "Bidding Documents" or "RFB Documents" include Volume-I: Request for Proposal, Volume-II: draft Lease Deed. The aforesaid documents and any addenda issued subsequent to this RFB Document will also form a part of the Bidding Documents.
- e) Bidder will also be required to submit the Bidding Documents along with the Application, each page of which shall be duly signed by its authorized signatory.
- f) Bidders are advised and invited to examine the Plots in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Applications together with all required documents towards submission of documents as specified in this RFB.
- g) A pre-bid conference / meeting will be held, and the date, time and venue specified in the RFB.

### **13.8 Offline Physical Submission of Certain Documents**

13.8.1 The Physical submission shall be only as per clause 10.1 of this RFB.

13.8.2 The bidders shall also note that online Technical Submission and the Financial Bid shall be allowed only up to closing time of online bid submission, as indicated in the Schedule of Bidding Process. Bidders in their own interest are advised to complete the entire process well in advance to avoid any last minute hiccup technical problems. No complaints shall be entertained in this regard at any stage.

### **13.9 Digital Signature**

13.9.1 A bidder shall be required to possess a valid class III Digital Signature Certificate (DSC) of signing type to be able to submit its bid and to participate in the Auction. For this purpose, bidders shall be required to authorize its Authorized Signatory to procure a DSC of signing type from any Certifying Authority or their authorized agencies in India.

13.9.2 The Digital Signature Certificate will be used to digitally sign the bids that the bidder shall submit online.

13.9.3 It will be the sole responsibility of the bidder and its respective Authorized Signatory to maintain the secrecy of the password for the Digital Signature Certificate. The bidder and its contact person shall be solely responsible for any misuse of the DSC and no complain / representation in this regard shall be entertained at any stage by Goa IDC.

## **Annexure 1**

### **Tender Cum Auction (e-Reverse Auction / e-Forward Auction) in Govt. eProcurement System of NIC (GePNIC©)**

#### **I. Instructions to Bidders by NIC**

1. Tender Cum Auction is a combination of electronic Tender followed by Auction (Reverse / Forward Auction) in GePNIC. It is generally called as eRA. The Reverse (or Forward) Auction as the case may be, will be conducted after Opening of Price / Financial Bids.
2. The Tender Inviting Authority (TIA) will normally mention about conducting of eRA along with necessary instructions at the Notice Inviting Tender (NIT) stage itself. In the portal, it will be mentioned in the **Form of Contract** as 'Tender Cum Auction' against the particular tender.
3. Bidders, who are registered as privileged bidders (like MSME/ Startup / Make in India) in the portal and wish to avail the preferential treatment are informed that the same shall not be applicable for this e-tender cum e-auction process.
4. **Bidders are advised to refer the Annexure** in this document regarding **terminologies being used in Tender cum Auction**.
5. Generally, all bidders who are techno-commercially qualified & approved by department/organization will be eligible for participation in the Reverse (or Forward) Auction.
6. Bidder's eligibility in the Reverse (or Forward) Auction will also depends on the "Bidders Elimination Process" configured by TIA in that tender. The elimination criteria for auction is one which normally restricts one or more bidders from participation in the auction who have quoted in the tender which is exorbitantly high in case of Reverse Auction or very low in case of Forward Auction. Hence, **bidders are advised to quote reasonably in the price bid to avoid elimination from participation in the auction**. Bidders are advised to refer to NIT/ Tender documents or may contact concerned tender inviting authority for auction elimination criteria against the tender.
7. After opening of the price (financial) bids, System will displays L1 (or H1) bidders price based on either **overall price basis** or **item wise/lot price basis automatically**.
8. The participation in the auction by an eligible bidder is voluntary. It is solely at the discretion of the bidder to participate in the auction. If a qualified bidder is not interested to participate in the auction, then price / financial bid submitted by bidder in the tender shall be treated as final price/financial bid of that bidder.
9. There will be no participation fees for the Auction. The bidders get an opportunity to change their prices by participating in the auction. In the case of Reverse Auction, the least price among the value quoted by the bidder in the auction and Financial Bid submitted will be taken as the final price quote of the bidder against the tender. In the case of Forward Auction, the highest price among the value quoted by the bidder in the auction and Financial Bid submitted will be taken as the final price quote of the bidder against the tender.



10. Using the system provided price, which would normally be considered as auction start price (but can be changed by the TIA, if required) and accordingly, will create Reverse (or Forward) Auction as the case may be and the auction will be published by the TIA.
11. The Techno-commercially qualified bidders (who are not eliminated by the system from participation in the Auction as per elimination criteria set by TIA against that tender cum auction) will receive Auction schedule intimation through e-mail. However, bidders are always advised to visit web site / portal regularly to keep them updated and to timely act upon wrt auction / other requirements of that tender.
12. The server time (which is displayed on the bidders' dash-board after login) will be considered as the standard time for referencing the deadlines for participation in live auction and other process during auction in the portal. The bidders should follow server time (Server System Clock) for all activities in the portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30.
13. As per the configuration defined against the tender cum auction by the TIA, the system will not disclose the name of the L1 (H1) bidder, number of bids and names of the participating bidders on the portal to anybody prior to the completion of Reverse / Forward auction process.

**14. Participation in Reverse (Forward) Auction:**

1. Bidders shall login using their login ID & Password and then using DSC.
2. Click on '**My Auctions**' button given in left side of page, to view all Auction details for which bidder is Techno-Commercially qualified.
3. For participating in Live Auction during schedule date & time,
  - 1) Click on **Live Auctions** Button.
  - 2) Click on **View** button to participate in the interested Auction.
  - 3) There is List of qualified Lots in which Bidder can participate against selected Auction. Click on **Hammer** Icon to participate in the respective lot.
  - 4) On clicking Hammer Icon, system will show Start price, Decremental (or Incremental) price and Current price against lot. Current Price will appear as Blank (-) in case no bidder has offered price.
  - 5) **In case of Reverse Auction : Enter your Price** in '**My Auction Price in Rs**' in multiples of decremental value up to above Max Seal % value, and then **sign it digitally** by clicking on Sign Icon and Click on **submit** button.
  - 6) **In case of Forward Auction : Enter your Price** in '**My Auction Price in Rs**' in multiples of incremental value and below Max Seal % value, then **sign it digitally** by clicking on Sign Icon and Click on **submit** button.
  - 7) System will then display Current Auction Price, Auction submitted Date/Time (last successfully quoted date & time), Auction scheduled date & time, Auction extended time up to (if any) etc.
  - 8) On clicking "Refresh" Link in the screen, then the screen will be reloaded and will show your Latest Value / Price Quoted and system will also show Least Amount/ Rate (highest amount/ rate) which any Bidder would have quoted.
15. The live auction will be extended automatically by "Auto Extensions in minutes" if a valid and digitally signed bid has been successfully recorded in the system during the

“Auction Elapse Time in minutes” before auction closing. The server time will be considered final and all bids that are received and recorded by the server before the auction close time (as per the server time) only shall be treated as valid bids. Bidder should follow the auction end/close time as displayed on the screen.

16. **During the auction the bidders are also advised to click “Refresh” link for refreshing their webpage to get the latest information about the status of the auction. The Live Auction window will remain same and also time remaining will be ticking, even in the event of disconnection of bidder computer system, Network/Internet. The bids submitted by other bidders during the time of disconnect of bidder computer system will not be displayed on your screen. The other bidder might have become L1/H1 (as the case may be) for the item during this time. To overcome this situation the bidders are also advised to click “Refresh” link for refreshing their webpage frequently.**
17. The last (latest) successful bid price quoted by bidder will be considered as valid price at any point of time during Auction.
18. The chronologically last (latest) bid submitted by the bidder till the end of the auction will be considered as the valid price bid offered by the bidder and acceptance of the same by Tender Inviting Authority will form a binding contract between Tender Inviting Authority and the bidder for entering into a contract.
19. For those bidders, who are eliminated from participating in the auction or bidders who are eligible for auction but not provided any price during auction, the rate quoted in the price/financial bid of the tender will be considered as final price.
20. Internet connectivity and other paraphernalia requirements shall have to be ensured by bidder themselves. In order to ward-off such contingent situation like internet connectivity failure, power failure etc., bidders are requested to make all the necessary arrangements / alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the live auction successfully. However, the bidders are requested not to wait till the last moment to quote their bids to avoid any such complex situations.
21. Non submission of bid/quote during live auction within due date / time following due process prevalent at that time in the portal due to failure of computer system, power, network, internet connectivity or delay in performance or otherwise at Bidder’s end or any other reasons for which bidder shall be held solely responsible. Neither National Informatics Centre nor concerned Tender Inviting Authority will be held responsible for the same in any manner.
22. The Tender Inviting Authority reserves the right to postpone, suspend/pause, resume and extend the Auction, if required.
23. Bidder shall not divulge their bids to any other party during auction. If a Bidder or any of its representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, strict action including black listing shall be taken against such bidders as per procurement guidelines/policies of the TIA.

24. After the conclusion of the online reverse (forward) auction, all bidders who have participated in Reverse (Forward) will see the overall Comparative chart ie L1(H1) price of the Auction.
25. Based on the L1(H1) price of each bidder as well as the price quoted in the tender by the non-participating bidder, comparative chart will be generated by the system and accordingly, further financial evaluation processing will be done by Tender Inviting Authority.
26. The Tender Inviting Authority normally reserves the right to extend, reschedule or cancel the Reverse Auction process at any time, before ordering, without assigning any reason, with intimation to bidders.
27. Bidding will be conducted **only in Indian Rupees** as indicated in the tender.
28. Validity of bids: Price shall be valid for a period of defined number of days from the date of reverse / forward auction or as specified in the tender. These shall not be subjected to any change whatsoever.

## **II. Auction Terminology**

**Forward Auction:** A bidder shall quote over and above the Starting Price or Current Auction Price.

**Reverse Auction:** A bidder shall quote below the Starting Price or Current Auction Price.

**Auction Start Date & Time and Auction End Date &Time:-** Live auction would be conducted during this period.

**Auction Elapse Time in minutes:** It is the minute(s) before the 'Auction End Time' and acts as a trigger for auto extension of current auction. If a bid is received successfully within these minutes, the auction will be extended subject to number of extension is not crossed.

**Auction Bid Auto Extensions in minutes:** The Auction End Time will be extended by this 'Auto Extension Time in Minutes', If a bid is received successfully within 'Elapse Time' in Minutes. Process will continue till no bid is received in elapse time.

**Max Seal Percentage:** It defines maximum value a bidder can quote in multiples of incremental / decremental value in the auction.

**In case of Forward Auction,** in order to displace a standing highest bid and to become "H1", a bidder can offer a minimum bid increment or in multiples of incremental value up to or below Max Seal %.

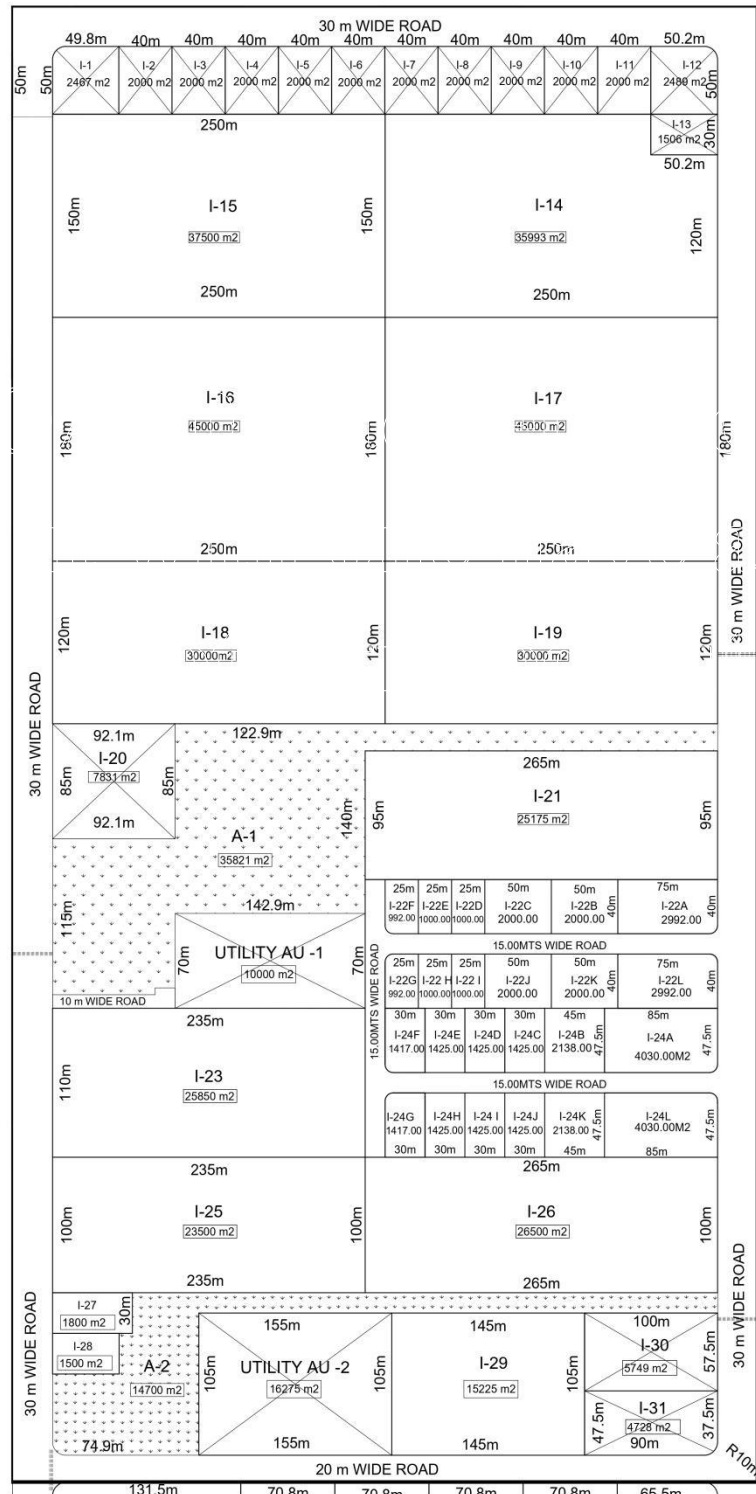
For ex:

Current price : Rs. 49,000	Increment value : Rs. 1,000
Maximum Seal % : 50	

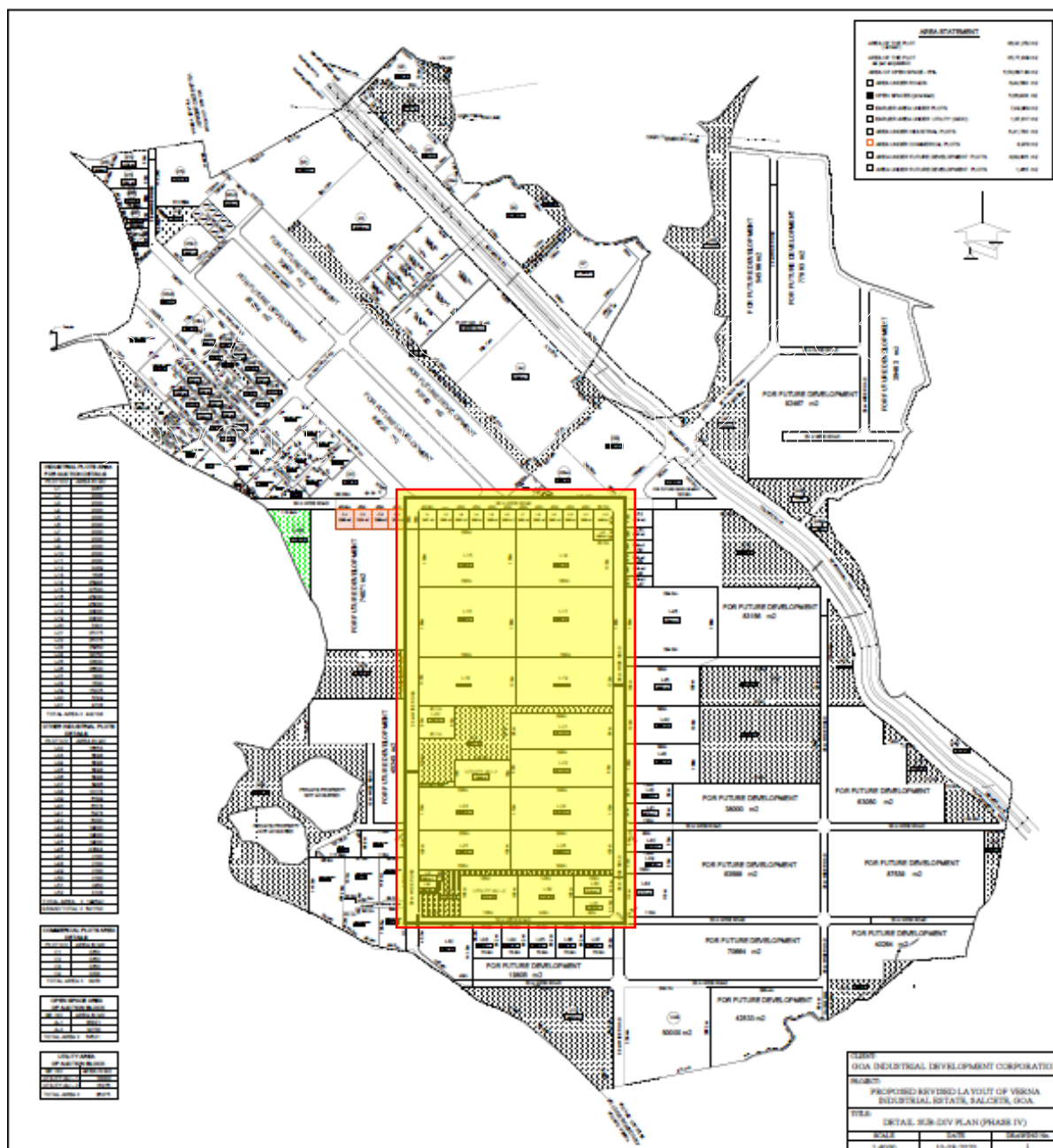
In this case a bidder can quote minimum increment amount as  $\text{Rs } 49,000 + 1,000 = \text{Rs. } 50,000$  and maximum increment amount as  $49,000 + 24,500 + 1,000 = 74,500 = 74,000^*$  (as increment value is in terms of 1000).

## **Annexure 2**

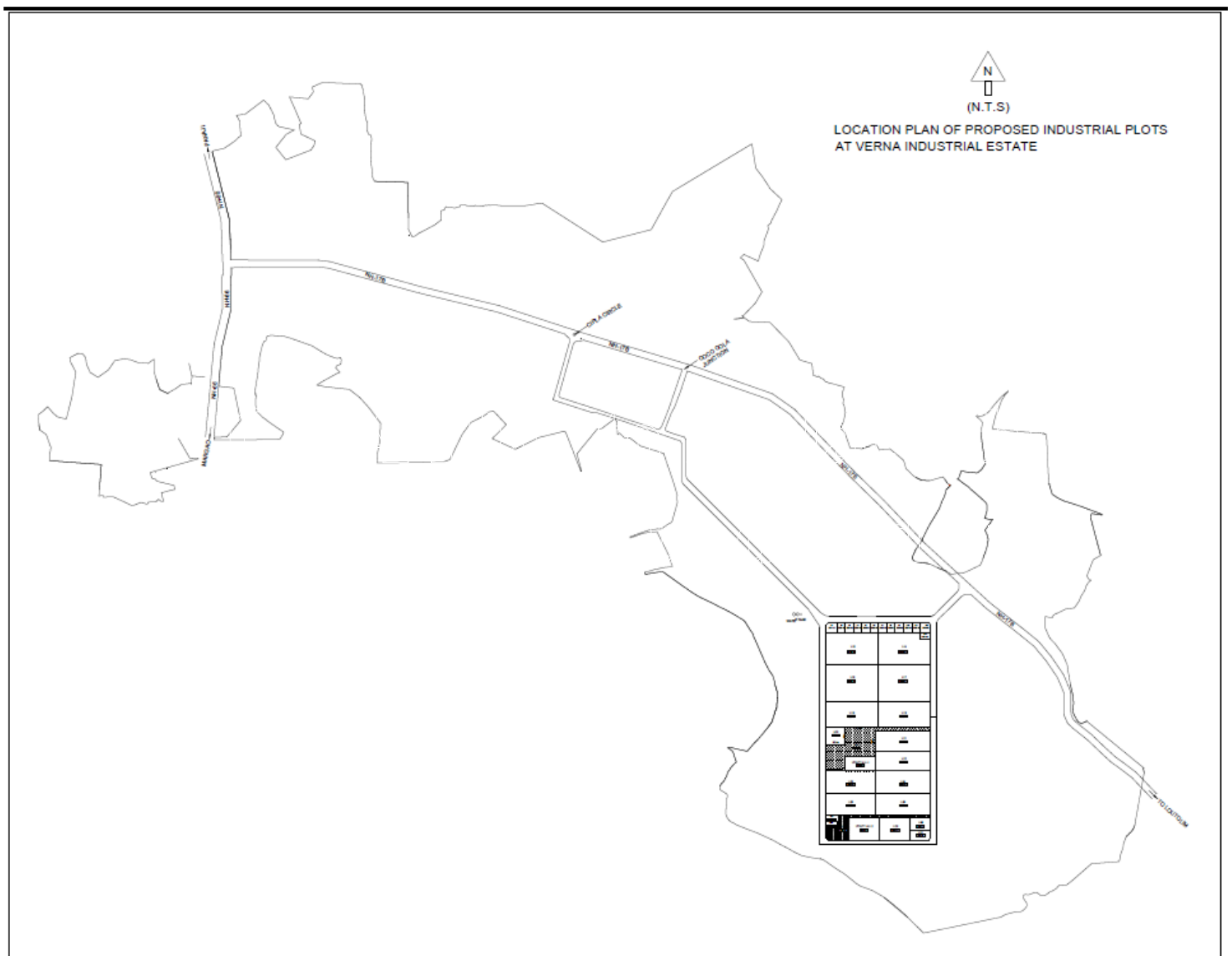
## Plot Layout



## Page 84



## Page 85



## **Appendix 1**

### **FORMAT FOR COVERING LETTER**

(To be submitted on the letterhead of the Bidder)

Letter No: [●]

Dated:

From

Bidder's name and address

Details of Authorized Signatory

Name :

Designation :

Telephone No. :

Mobile No. :

Fax No. :

Email :

To,

The Managing Director.

Goa Industrial Development Corporation

Patto Plaza

Panaji-Goa.

**Sub:- e-tender cum e-auction of Plots situated at Verna, Goa by Goa Industrial Development Corporation for Plot No.\_\_\_\_\_.**

Ref:- Tender Notice No ....., dated.....

Sir,

1. With reference to your RFB No. ....dated....., we have examined the RFB document and understood its contents, hereby submit our Bid for e-tender cum e-auction of Plots situated at Verna, Goa by Goa Industrial Development Corporation. Our Bid is unconditional and unqualified. We are submitting our Technical Submissions as part of the requirements of the Bidding Process for Plot No.\_\_\_\_\_.
2. We, [●]<sup>2</sup>being a company duly incorporated under the laws of [●]<sup>3</sup>and having its registered office at [●]<sup>4</sup>, India (hereinafter referred to as the "Bidder") are hereby submitting our Bid

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<sup>2</sup> Name of the Bidder

<sup>3</sup> Jurisdiction in which the company is incorporated

<sup>4</sup> Registered office of the company



3. I/ We acknowledge that Goa IDC will be relying on the information provided in the Technical Submissions and the documents accompanying the Technical Submissions for qualification of the Bidders, and we certify that all information provided in the Technical Submissions are true and correct; nothing has been omitted which renders such information misleading or incomplete; and all documents accompanying the Technical Submissions are true and notarized copies of their respective originals.
4. This Technical Submission is being submitted for the express purpose of qualifying as a Bidder for e-tender cum e-auction of Plots situated at Verna, Goa by Goa Industrial Development Corporation.
5. We have visited the site / plot(s) and apprised ourselves of the site conditions and its surroundings and have obtained for ourselves, on our own responsibility, all the information that is necessary for preparing our bid and entering into the Allotment Contract / Lease Agreement with Goa IDC.

OR<sup>5</sup>

We have not visited the site / Plot(s), but we have apprised ourselves of the site conditions and its surroundings and have obtained for ourselves, on our own responsibility, all the information that is necessary for preparing our bid and entering into the Allotment Contract / Lease Agreement with Goa IDC.

6. We acknowledge the right of Goa IDC to reject our Technical Submission / Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
7. We understand that Goa IDC may cancel the Bidding / e-tender cum e-auction Process at any time and that you are neither bound to accept any Technical Submission / Bid that you may receive nor to invite the Bidders to Bid for the Plot(s), without incurring any liability to the Bidders, in accordance with Clause 9.7 and 9.30 of the RFB document.
8. We believe that we satisfy all the Qualification Requirements as specified in the RFB document and are/ is qualified to submit a Bid.
9. We declare that we/ or our Subsidiary/ Subsidiaries and/or Holding Company and/or the Subsidiary/ Subsidiaries of such Holding Company are not another Bidder submitting a Technical Submission / Bid for e-tender cum e-auction for the same plot(s).

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<sup>5</sup> Whichever is applicable

10. We certify that in regard to matters other than security and integrity of the country, we/ or our/ Subsidiary/ Subsidiaries and/or Holding Company and/or the Subsidiary/ Subsidiaries of such Holding Company have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
11. We further certify that in regard to matters relating to security and integrity of the country, we/ or our/ their Subsidiary/ Subsidiaries and/or Holding Company and/or the Subsidiary/ Subsidiaries of such Holding Company have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
12. We further certify that no investigation by a regulatory authority is pending either against us/ or our/ their Subsidiary/ Subsidiaries and/or Holding Company and/or the Subsidiary/ Subsidiaries of such Holding Company or against our CEO or any of our directors/ managers/ employees.
13. We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFB, we shall intimate Goa IDC of the same immediately.
14. The Technical Submission and Bid (Initial Plot Rate and Auction Plot Rate) submitted by us shall be valid for a minimum period of 180 (one hundred and eighty) days from Bid Due Date or any extension thereof as requested by Goa IDC.
15. We further declare that by submitting this Bid, we agree to be bound by the terms and conditions of the RFB document.

Thanking you,

Yours faithfully,

(Signature of Authorized Signatory)

Name:

Designation:

Common Seal:

Date:

Place:

## **Appendix 1A**

### **FORMAT FOR BIDDER'S CONTACT DETAILS**

(To be submitted on the letterhead of the Bidder)

Letter No: [●]

Dated:

From:

Bidder's name and address

Details of Authorized Signatory

Name :

Designation :

To,

The Managing Director.

Goa Industrial Development Corporation

Patto Plaza

Panaji-Goa.

**Sub:- e-tender cum e-auction of Plots situated at Verna, Goa by Goa Industrial Development Corporation for Plot No.\_\_\_\_\_.**

Sir,

1. We are submitting our contact details as below:

1.	Registered Office Address:	
2.	Name of Authorised Signatory: (to be as per Appendix 4)	
3.	Designation of Authorised Signatory	
4.	Official email address of Authorised Signatory for communication:	
5.	Phone No. with STD Code:	
6.	Mobile No. of Authorised Signatory:	

2. We agree and accept that all communications from Goa IDC shall be addressed only to the above.

Thanking you,

Yours faithfully,

(Signature of Authorized Signatory)

Name:

Designation:

Common Seal:

Date:

Place:

## **Appendix 2**

### **Details for Qualifying on Technical Criteria**

#### **Technical Criteria**

The Bidder should be either an:

- i) Any person, who has attained majority, a group of persons, Company registered under the Companies Act 1956/2013, Proprietary Firm, Partnership Firm, Joint Venture, or Registered Co-operative Society under the Societies Registration Act, 1860;
- ii) In case of person / group of persons, the bidder must be a Citizen of India and he/she should be competent to enter into a contract;
- iii) No change in name of the bidder including within blood relationship / relative in case of a proprietorship or partnership firm will be allowed under any circumstances;

#### **Documentary evidence provided :**

- i) Photocopy of the identity proof such as voters identity card, driving license, passport if the applicant in case of individual / proprietorship
- ii) PAN card and Income Tax returns filed by the Assess/ assesses for the last three financial years
- iii) Copy of Certificate of Registration of Firm / Company / Partnership Deed. (as applicable)
- iv) Copy of Certificate of Incorporation and Memorandum and Articles of Association in case of Limited Companies and a copy of Board resolution to apply for Plot (as Applicable).
- v) In case of Co-operative Societies / Societies Registered under the Societies Registration Act, 1860, the copy of proof of registration
- vi) GST Registration certificate, if applicable
- vii) A letter by applicant or its authorized personnel confirming the non-applicability of the any of the documents listed above.

## **Appendix 2A**

### **FORMAT FOR BIDDER'S LETTER FOR NON APPLICABILITY OF ANY DOCUMENT**

(To be submitted on the letterhead of the Bidder)

Letter No: [●]

Dated:

From:

Bidder's name and address

Details of Authorized Signatory

Name :

Designation :

To,

The Managing Director.

Goa Industrial Development Corporation

Patto Plaza

Panaji-Goa.

**Sub:- e-tender cum e-auction of Plots situated at Verna, Goa by Goa Industrial Development Corporation for Plot No.\_\_\_\_\_.**

Sir,

1. We hereby submit that the following documents are not-applicable in our case:

**{ Bidder to Add / Delete documents as applicable }**

1.	Identity proof such as voters identity card, driving license, passport if the applicant in case of individual / proprietorship
2.	Certificate of Registration of Firm / Company / Partnership Deed
3.	Certificate of Incorporation and Memorandum and Articles of Association in case of Limited Companies and a copy of Board resolution to apply for Plot
4.	Proof of registration, in case of Co-operative Societies / Societies Registered under the Societies Registration Act, 1860
5.	{ Bidder to add, incase of any other document not applicable }

2. We undertake that the above submission is true.

Thanking you,

Yours faithfully,

(Signature of Authorized Signatory)

Name:

Designation:

Common Seal:

Date:

Place:

### **Appendix 3**

#### **Format for Qualifying on the Financial Criteria**

(To be submitted on the letterhead of the Bidder)

The Net Worth of the bidder as on the Bid Due Date should be greater than zero. The net worth shall be calculated as per the definition given in the Companies Act, 2013.

Particulars	Bidder/ Lead Member	
Name		
Currency	In other currency <sup>6</sup>	In INR
Net Worth as on Bid Due Date		
Paid-up share capital as on Bid Due Date		
<b>Net worth</b>		

Statutory Auditor / Auditor Certificate on the letterhead of the Statutory Auditor / Auditor to be enclosed alongwith this Format as per RFB terms.

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<sup>6</sup> If applicable; please mention both the currency name and the amount in that currency

## **Appendix 4**

### **Format for Power of Attorney**

(to be executed on stamp paper of INR 500)

Know all men by these presents, we..... (name of the bidder and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/ Ms (name), ..... son/daughter/wife of ..... and presently residing at ....., who is presently employed with us and holding the position of ....., as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for qualification and submission of our bid for the **e-tender cum e-auction of Plot(s) situated at Verna, Goa by Goa Industrial Development Corporation** including but not limited to signing and submission of all applications, bids and other documents and writings, participate in pre-bid meeting and other meetings and providing information/ responses to Goa IDC, participation in the e-auction, representing us in all matters before Goa IDC, signing and execution of all contracts including the Allotment Contract / Lease Agreement and undertakings consequent to acceptance of our bid, and generally dealing with Goa IDC in all matters in connection with or relating to or arising out of our bid for the said Plot(s) and/ or upon Allotment(s) thereof to us and/or till the entering into of the Allotment Contract / Lease Agreement with Goa IDC.

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

AND that a resolution to this effect was passed during the meeting of the Board of Directors<sup>7</sup> of the company held on [●] at [●].

IN WITNESS WHEREOF WE,....., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ..... 2022.

For

.....

(Signature, name, designation and address)

Witnesses:

---

<sup>7</sup>Certified true copy of such resolution of the Board of Directors should be submitted along with the Power of Attorney

1.

2.

Accepted [Notarized]

(Signature)

(Name, Title and Address of the Attorney)

**Notes:**

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- The Bidder should also submit for verification a certified true copy of the Board Resolution in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.



## **Appendix 5<sup>8</sup>**

### **Format for Affidavit**

(to be executed on stamp paper of INR 500)

Letter No. [●]

Dated: [●]

To

The Managing Director  
The Goa Industrial Development Corporation Limited  
Plot No. 13A/2, EDC Complex,  
Patto Plaza,  
Panaji-Goa.  
403 001

**Sub:- e-tender cum e-auction of Plots situated at Verna, Goa by Goa Industrial Development Corporation**

Sir,

We hereby solemnly declare that in respect of any tender issued by a government or any government instrumentality:

- a. none of our contracts have been terminated or foreclosed due to our default;
- b. as on the RFB publication date we or any member of our bidding group are not blacklisted, banned, de-listed or suspended from business or under purchase holiday in such tenders/ contracts;
- c. we have not breached any terms of tenders or contracts, which could result in the rejection of our bids or cancellation of our contracts, as applicable;
- d. we have examined and have no reservations to the RFB document, including any Corrigendum (a)/ Amendment(s) issued by Goa IDC;
- e. we do not have any conflict of interest in accordance with Clause 8.2.2 of the RFB document;
- f. we have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, collusive bidding or bid rigging as defined in Clause 12.2 of the RFB document; we also undertake to ensure that no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice or collusive bidding or bid rigging;

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<sup>8</sup>To be submitted by the bidder. The Affidavit shall be signed by the Authorized Signatory.

- g. we have not been found guilty of offences involving bribery, corruption, fraud, offences against the state including loyalty to the state and non-payment of statutory dues to any government or government instrumentality;
- h. there is no instance of winding up/insolvency or other proceedings of a similar nature is pending against us or a receiver has been appointed for our assets;
- i. none of the directors of our company have been convicted in any cognizable offence by any court of law; irrespective of whether the conviction is pending under appeal in a higher court, unless the conviction is stayed by the higher court.

We further declare that:

- a. All information furnished by us in respect of fulfilment of eligibility criteria of this tender is complete, correct and true
- b. All documents/ credentials submitted with this tender are genuine, authentic, true and valid
- c. If it is found at any point of time that our documents are not genuine or false or forged then in that case our tender will be rejected, earnest money deposited by us will be forfeited and we will be debarred from participating in further/ future Goa IDC tenders and/ or any action as deemed fit by Goa IDC may be taken against us, including termination of the contract, forfeiture of all dues including forfeiture of Earnest Money Deposit and banning/ delisting of our entity and all related persons etc. for 5 (five) years
- d. Decision whether the documents submitted are genuine and authentic, will be taken by Goa IDC based on verification and will be final and binding on the bidder
- e. The bidder will allow Goa IDC to verify all such internal documents of the bidder on demand by Goa IDC

We further declare that:

(Signature of the Authorized Signatory)

(Official Seal)

Name:

Designation:

## **Appendix 6**

### **Format for Certificate of Total Compliance**

**(On letterhead of the Bidder)**

Letter No: [●]

Dated: [●]

To  
The Managing Director  
The Goa Industrial Development Corporation Limited  
Plot No. 13A/2, EDC Complex,  
Patto Plaza,  
Panaji-Goa.  
403 001.

Subject: Undertaking of Compliance with the terms of RFB Document, roles & responsibilities as mentioned in the Bidding Documents.

Sir,

1. I/We.....unconditionally offer to undertake the terms as indicated in the RFB Documents and hereby bind myself/ ourselves
2. I/We have read the conditions of Bidding Documents, attached hereto and agree irrevocably to abide by such conditions.
3. I/We undertake that I/we are not an Employee / Members of Family of any Employee of Goa IDC.
4. I/We bind myself/ourselves to comply with the terms of the allotment specified in the RFB Document and draft Allotment Contract / Lease Agreement, failing which I/We shall have no objection to the forfeiture of the earnest money deposited by me/us with Goa IDC and bear all the liabilities.

(Signature of the Authorized Signatory)

(Official Seal)

Name:

Designation:

## Appendix 7

### Duly Filled-in Checklist of Documents to be submitted as part of the Technical Submission

#### Checklist of Documents to be submitted as part of the Technical Submissions

Sl. No.	Parameters for check of responsiveness	Submitted by Bidder (Please tick)	Remarks
1.	Submitted of scanned copy of Notarised Cover Letter (as per format given in Appendix-1)		
2.	Submitted scanned copy of Notarised document comprising Bidders contact details as per format given in Appendix 1A)		
3.	Submitted notarised document meeting the Technical Criteria (as per Appendix - 2).  Any one of the following:  (i) Notarised Copy of the identity proof such as voters identity card, driving licence, passport, if the applicant is an Individual / Proprietorship  (ii) Notarised Copy of certificate of Registration of Firm / Company / Partnership Deed, as applicable  (iii) Notarised Copy of Proof of registration in case of Co-operative Societies / Societies registered under the Societies Registration Act, 1860.		
4.	Submitted Notarised copy of PAN Card of Bidder		
5.	Submitted Notarised copy of Income Tax Returns filled by Bidder for the last three Financial Years		
6.	Submitted Notarised copy of letter by applicant or its authorised personnel confirming the non-applicability of any documents (As per Appendix-2A)		

7.	Notarised Copy of proof of EMD payment		
8.	Notarised Copy of proof of Bid Processing Fee payment		
9.	Notarised Copy of proof of Bid Participation Fee (Tender Fee) payment		
10.	Notarised Copy of details meeting the Financial Criteria (as per format in Appendix -3)		
11.	Notarised copy of Statutory Auditor / Auditor Certificate for positive net worth		
12.	Notarised Copy of Power of Attorney (as per Appendix-4) (In case the Power of Attorney is not applicable, a letter stating that the same is not applicable shall be uploaded / submitted)		
13.	Notarised Copy of Affidavit (as per Appendix-5)		
14.	Notarised Copy of Certificate of Total Compliance (as per format at Appendix-6)		
15.	In case of the Bidder being a Company registered under the Companies Act 1956/2013, the following shall be submitted: (i) Notarised Copy of Articles of Association and Memorandum of Association of the Company (ii) Notarised copy of Board Resolution to apply for the Plot  (In case this submission is not applicable, a letter stating that the same is not applicable shall be uploaded / submitted)		
16.	All submissions scanned copies of Notarised Documents		

## **Appendix 8**

### **LIST OF DETAILS TO BE INCLUDED IN THE DETAILED PROJECT REPORT (DPR)**

The DPR shall be required to be in compliance to the terms of the RFB and shall include following aspects. These aspects are only indicative and not exhaustive.

- 1) Name of the Successful bidder
- 2) Name of the unit
- 3) Constitution of the successful bidder
- 4) Address Email Telephone
- 5) Biodata of promoter
- 6) Total project cost
- 7) Means of Finance
  - a) Promoters capital
  - b) Unsecured loans & deposit/term loan from bank
- 8) Product/Activities
- 9) Man power
  - a) Skilled
  - b) Semi Skilled
  - c) Unskilled
- 10) Pollution category
- 11) Revenue generated to the state