

सीपज़ विशेष आर्थिक क्षेत्र  
**SEEPZ SPECIAL ECONOMIC ZONE**

अंधेरी (पूर्व), मुंबई।  
**ANDHERI (EAST), MUMBAI.**

सीपज़ विशेष आर्थिक क्षेत्र प्राधिकरण की 72वीं बैठक का एजेंडा  
**AGENDA FOR THE 72nd MEETING OF THE SEEPZ**  
**SPECIAL ECONOMIC ZONE AUTHORITY**

स्थान: वीबेक्स एप्लिकेशन पर वीडियो कॉन्फ्रेंसिंग के माध्यम से।

**VENUE: Through video conferencing on Webex application.**

दिनांक : 17.04.2025

**DATE : 17.04.2025**

समय : अपराह्न : 05:30 बजे

**TIME : 5.30 P.M**

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<b>Agenda Item No.</b>	<b>Subject</b>
<b><u>Agenda Item No. 01</u></b>	Confirmation of the Minutes of the 71 <sup>st</sup> Authority Meeting
Action Taken Report of 71 <sup>st</sup> Authority Meeting Dated 04.02.2025	
<b><u>Finance Division</u></b>	
<b><u>Agenda Item No. 1A</u></b>	Proposal for approval of detailed Annual Financial statements for F.Y. 2025-26 of SEEPZ SEZ.
<b><u>Agenda Item No. 02</u></b>	Monthly Statement Expenditure incurred through Imprest.
<b><u>Agenda Item No. 03</u></b>	MIDC's dues outstanding with SEEPZ Authority related to: 1. Balance payments towards M&R to Fire Station : Recurring expenditure on fire station in SEEPZ-SEZ for year 2018-2019 to 2023-2024 (6 years) 2. Balance payments towards construction of SDF-VIII building.
<b><u>Agenda Item No. 04</u></b>	Proposal for payment of pending bills to M/s Avioplast for Operation and Maintenance of 5 TPD NISARGRUNA Biogas Plant at SEEPZ SEZ
<b><u>Estate Division</u></b>	
<b><u>Agenda Item No. 05</u></b>	Proposed Policy for Renewal of Sub-Lease of Galas for 5 years and Renewal of Sub-Lease of Plots/ Galas for 30 years in SEEPZ SEZ estate.
<b><u>Agenda Item No. 06</u></b>	Proposed Policy for the Transfer of Assets and Liabilities for Sub-Leases of Galas with Terms of 5 Years, and Long-Term Sub-Leases for Plots/Galas with Durations of 30, 95, and 99 Years in the SEEPZ SEZ Estate.
<b><u>Agenda Item No. 07</u></b>	Standardization of Lease Rent across all existing operational units in SDF-I to VI and G&J Complex I, II, and III within SEEPZ-SEZ.
<b><u>Agenda Item No.08</u></b>	Standardization of Miscellaneous Permission Charges for Buildings and Plots in SEEPZ-SEZ.
<b><u>Agenda Item No. 09</u></b>	Repair Works Of Existing Damaged Drainage Chambers
<b><u>Agenda Item No. 10</u></b>	Proposal for taking over the Pumping Operations, Network Maintenance, and Internal Water Distribution within SEEPZ-SEZ Area to reduce Water Supply Costs for Unit Holders present in SEEPZ-SEZ.
<b><u>Security Division</u></b>	
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<b><u>Supplementary Agenda</u></b>	
<b><u>Facility Management Division</u></b>	
<b><u>Supplementary Agenda 01</u></b>	Proposal for Tripartite agreement (MOU) among SEEPZ SEZ Authority, Stree Mukti Sanghatana (SMS) and Sphoorti Cooperative.
<b><u>Supplementary Agenda 02</u></b>	RFP for E-Tender cum E-Auction for “Allotment of galas at SEEPZ Mumbai”
<b><u>Supplementary Agenda 03</u></b>	Proposal for providing additional 150 mm D.I pipe line on existing pipeline network near Plot No. 36 to resolve the water supply shortage for SEEPZ++ Units in SEEPZ-SEZ.
<b><u>Supplementary Agenda 04</u></b>	Proposal to seek Approval of MoCI and MoF for Engaging an International Project Management Consultant (PMC) for the NEST 03 Construction project in SEEPZ SEZ Mumbai.

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दिनांक 04.02.2025 के 71 वीं प्राधिकरण बैठक की कार्रवाई रिपोर्ट

**ACTION TAKEN REPORT OF 71st AUTHORITY MEETING DATED. 04.02.2025**

Sr. No	Name of Proposal	Decision	Action Taken
1	Confirmation of the Minutes of the 70 <sup>th</sup> Authority meeting held on 07.10.2024	After Deliberation, Agenda wise direction of the Authority	
	1 Confirmation of the Minutes of the 69 <sup>th</sup> Authority Meeting held on 20.08.2024  1 (a) ADC (Security) to issue a Circular with SOP to all unitholders and security section vehicle pass to the owner of the unit.  b) PAO to ensure recoupe of HRS of govt. Staff deducted from their salary to Authority fund by undertaking due process in PFMS and without affecting the tax benefits of the officers	After Deliberation, the Authority confirmed the Minutes of the meeting held on 20.08.2024 with consensus with the following observation.	a) Revised Circular issued However, as requested by SGJMA proposal to change in criteria is placed in this Authority Meeting in Agenda no.11  b) HRA is being remitted into Authority A/c
	2 Monthly Statement Expenditure incurred through Imprest.	Authority noted the proposal.	Noted
	3 Proposal for fixation of lease rent in NEST 2 and for other new allotments.	Authority revisited the decisions regarding rent for new enterprises in all SDF and NEST-02 in the Agenda No. 11	Agenda placed in ensuing meeting.
	4 Proposal for levy of charges related to applications received for transfer of assets and liabilities under Rule 74A of SEZ Rules 2006.	Authority directed to redraft the Circular explaining details for applicability procedure adopted to calculate transaction value etc.	Clarification to Circular No.02 dated 08.01.2025 issued on 11.04.2025 for Applicability of



Sr. No	Name of Proposal		Decision	Action Taken
				Administrative Charges for transfer of Assets & Liabilities Under Rule 74A of SEZ Rules, 2006-reg.  Further the draft policy is place in this meeting at Agenda no. 5
	5	Approval of MOU between GJEPC & SEEPZ Authority for utilization of Vacant space at Mega CFC beyond Authorized operations of GJEPC unit at Mega CFC on revenue sharing basis.	Authority noted the proposal	Noted
	6	Hiring of 01 Public Relation Officer and one part time Resource Executive for Social Media.	Authority noted that partial compliance done as 01 Public Relation Officer is hired, however, resource executive effluent in Hindi, English and Marathi with good communication, drafting handing social media skills is yet to be hired.	Noted
	7	Proposal for obtaining Commercial quotation for Capex Fiber laying work from M/s RailTel Corporation of India Limited at SEEPZ-SEZ	Authority directed to follow up to submit revised proposal	
1A	Expenses incurred through imprest were presented before the Authority and the Senior Accounts Officer informed that the expenses incurred for the Office Of the DC have been recouped.		After deliberation, The Authority noted the expenses incurred through imprest.	Noted

<b>Sr. No</b>	<b>Name of Proposal</b>	<b>Decision</b>	<b>Action Taken</b>
2	Creation of depreciation reserve for an amount equivalent to Accumulated Depreciation in the financial statement of Current Financial year 2024-25	After deliberation, The Authority approved the same.	A reserve fund will be reflected as of 31 <sup>st</sup> March 2025 upon finalization of the accounts (included on 31.03.2025)
3	Proposal for rent waiver on basement and terrace area.	After deliberation, the Authority approved the proposal.	Letter sent to GJEPC dated 06.03.2025 and intimated Estate Finance to revise the rent accordingly.
4	Proposal to urgent requirement of funds to meet Miscellaneous Expenditure of Estate as the earlier budgeted amount of Rs. 4.98 Lacs is already exhausted out of available funds of Rs 10 Lakhs.	After deliberation, the Authority approved the proposal.	Amount of Rs. 5 lacs was transferred from Training Expenses- Human Resource to budget head- Miscellaneous Expenditure (Estate) and payments are released.
5	Proposal to invest the Fixed Deposit Maturity amount of Rs. 107.84 Cr. With HDFC Bank on 10.Dec.2024.	After deliberation, the Authority approved the proposal.	Noted
6	Several Projects have been initiated for rejuvenation and Redevelopment & implementation support for various initiatives taken by SEEPZ-SEZ, Mumbai. Proposals for works and services have been carried out in relation to the projects. List of Works Proposals: 1. Rejuvenation of crèche (Day care) in SEEPZ-SEZ. 2. Procurement of Baggage Scanners with specified	After deliberation, the Authority approved proposal s 2 to 5 and proposal 1 Authority decided to rejuvenate and beautification of creche with taking help from unit and thanked Shri Hasmukhbhai Dholakiya for his willingness to rejuvenate the creche (day care) in SEEPZ-SEZ.	For proposal 1: permission Letter dated 13.03.2025 issued to Shri Hasmukh bhai Dholkiya, Partner of M/s. H. K. Design (India) LLP, renovation work has been started.  For Proposal 4: tender was floated

Sr. No	Name of Proposal	Decision	Action Taken
	<p>features in SEEPZ SEZ Mumbai.</p> <p>3. Appointment of service provider for supply, commission, testing and maintenance of Handheld Trans Receiver (Walkie-Talkie) sets and accessories.</p> <p>4. Appointment of service provider for supply, commission, testing and maintenance of Face Detection Devices.</p> <p>5. Repairing of Lift entry/ exit gate external side removing damaged plaster, re-plaster and painting work at SDF-II.</p>		<p>on GeM Portal &amp; the price quoted by the L1 bidder is more than 40% higher than the estimated cost i.e. 1,42,362.28/-.</p> <p>Meanwhile, Shri Nikhil Kothari, CEO introduced M/s CSC, which is an SPU incorporated under company act 1956 for overseeing the implementation and management of the CSC Scheme initiated under Digital India. M/s. CSC approached SEEPZ and ensured to provide similar devices in reasonable price. Accordingly, devices may be purchased from them, if price quoted by them will be below than the L1 bidder in GeM bid.</p>
7	<p>Proposal for appointment of consultant for preparation of Detailed Master plan for 30 years &amp; Detailed Architectural design for model building for SEEPZ-SEZ.</p>	<p>After deliberation, Authority Approved the proposal.</p>	<p>a) LOA has been issued vide letter dated 24.03.2025 to M/s. Tractable Engineering Pvt. Ltd. J V with M/s. Reza Kabul Architects Pvt. Ltd.</p> <p>b) Further to</p>

<b>Sr. No</b>	<b>Name of Proposal</b>	<b>Decision</b>	<b>Action Taken</b>
			ensure international standard of the NEST 3 Project, we are seeking permission from MoC&I for global tender for the PMC for NEST 3, the proposal is placed in 72 <sup>nd</sup> authority meeting.
8	The proposal for project Management Consultancy for carrying out construction of civil and interior works in SEEPZ-SEZ.	After deliberations, Authority Approved the proposal.	Noted
9	Proposal for seeking legal opinion on AEML Tariff Prtition no 2015 of 2024.	After deliberation, Authority noted the same also satisfied the report submitted by legal consultancy firm and approved the payment for the Legal opinion.	Legal opinion obtained from the consultant Trans India Law Associate (TILA) and submitted to MERC in reference to Tariff Petition No. 2015 of 2024. MERC also issued order dt. 25.03.2025 finalizing the multi year tariff applicable for SEEPZ-SEZ.
10	Proposal for amendment in the Rule 2015	After deliberation, Authority approved the proposal.	Circular no. 05 dated 11.04.2025 regarding Amendment in Allotment Rules 2015 of Accommodation in SEEPZ-SEZ residential Complex.

<b>Sr. No</b>	<b>Name of Proposal</b>	<b>Decision</b>	<b>Action Taken</b>
11	Proposal for cancellation of existing advertisement & Amend new policy for unit allotment in SEEPZ	After deliberation, the Authority decided: 1) Cancellation o the existing advertisement as mentioned in proposal 1. 2) E-Auction for future unit allotment. 3) Base rate of 6500 per sq mtr per year for e-auction 4) The process of e-auction to implement the policy from the further allotment of space. The Authority may revisit the policy if no participation is received for SDFs at the base rate of Rs. 6500 or if any better options for enhancing transparency are identified in the future.	1) Circular no. 03 dated 28.02.2025, issued reg. cancellation of existing advertisement. 2) The process of e-auction has been implemented & E-tender cum E Auction is floated for 28 galas on CPP Portal on 01.03.2025. The same is placed in 72 <sup>nd</sup> Authority meeting.
12	Proposal for allotment of additional land for future expansion of SEEPZ-SEZ	After deliberation, the Authority approved that correspondence may be initiated with the respective authorities to acquire and additional 100 acres or more of land in the neighborhood of the New Mumbai Airport.	Letter dated 18.02.2025 issued to Shri Vijay Singhal, Managing Director, City & Industrial Development Corporation of Maharashtra.
13	Approval for relocation from SDF-I building and allotment of units in proposed NEST 2.	After deliberation, Authority Approved the proposal.	Letter dated 05.03.2025 sent to NEST 2 Unit holders reg, Interior work of allotted gala at NEST 2

**MINUTES OF 71<sup>th</sup> AUTHORITY MEETING DATED 04.02.2025**

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**MINUTES OF THE 71<sup>st</sup> AUTHORITY MEETING HELD ON 04.02.2025 UNDER THE CHAIRMANSHIP OF DEVELOPMENT COMMISSIONER/CHAIRPERSON, SEEPZ-SEZ AUTHORITY.**

The following were present:-

- |   |                   |
|---|-------------------|
| 1. Smt Mital Hiremath,JDC,SEEPZ SEZ   | Member/ Secretary |
| 2. Shri Himanshu Dhar Pandey, Dy. Director,<br>Nominee of Addl. DGFT          | Member            |
| 3. Shri Hasmukhbhai Dholakiya, Partner of M/s.<br>H. K. Design (India) LLP    | Member            |
| 4. Shri Sapinder Singh, Managing Director of<br>M/s. Omega Products Pvt. Ltd. | Member            |

**Special Invitee:-**

1. Shri Adil Kotwal, President, SGJMA & Ex-Authority Member.
2. Shri Vijay Gujrathi, chairman SEEMA

Shri Jay Shah, Estate Officer & DDC, SEEPZ SEZ, Smt. Y Mangla, Sr. Account Officer, Shri. Hanish Rathi, ADC (Estate Operations), Shri Palash Shankar, ADC, Shri. Ajeet Bhati, LDC also attended for assistance and smooth functioning of the meeting.

**Agenda Item No. 1:-** Confirmation of the Minutes of the 70th Authority meeting held on 07.10.2024.

Decision: After deliberation, Agenda wise directions of the Authority are as beow:

<p>Confirmation of the Minutes of the 69th Authority Meeting held on 20.08.2024</p> <p><b>Decision in 70<sup>th</sup> Authority Meeting:</b> After deliberation, the Authority confirmed the Minutes of the meeting held on 20.08.2024 with consensus with the following observations:</p> <ol style="list-style-type: none"> <li>a. ADC (Security) to issue a circular with sop to all unitholders and security section regarding granting a special vehicle pass to the owner of the unit.</li> <li>b. PAO to ensure recoupe of HRA of govt. Staff deducted</li> </ol>	<ol style="list-style-type: none"> <li>(a). It was informed that Circular has been issued and provision in Pravesh application is made. On request of Authority Members (Trade representative) and special invitee Shri Adil Kotwal, Authority decided that the criteria of 500 cr export to issue privilege pass shall be on the basis of total export of Group companies also if a single balance sheet is being filed by the firms. Pass to 01 director of all such Units shall be issued.</li> <li>(b). Authority Noted the action taken and directed to ensure the compliance.</li> </ol>
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from their salary to Authority fund by undertaking due process in PFMS and without affecting the tax benefits of the officers.	
2. Monthly Statement Expenditure incurred through Imprest.	Authority noted the proposal.
3. Proposal for fixation of lease rent in NEST 2 and for other new allotments.	Authority revisited the decisions regarding rent for new enterprises in all SDF and NEST-02 in the Agenda No. 11.
4. Proposal for levy of charges related to applications received for transfer of assets and liabilities under Rule 74 A of SEZ Rules 2006.	Authority directed to redraft the Circular explaining details for applicability, procedure adopted to calculate transaction value etc.
5. Approval of MOU between GJEPC & SEEPZ Authority for utilization of vacant space at Mega CFC beyond Authorized operations of GJEPC unit at Mega CFC on revenue sharing basis.	Authority noted the proposal.
6. Hiring of 01 Public Relation Officer and one part time Resource Executive for Social Media.	Authority noted that partial compliance done as 01 Public Relation Officer is hired, however resource executive effluent in Hindi, English and Marathi with good communication, drafting, handling social media skills is yet to be hired.
7. Proposal for obtaining Commercial quotation for Capex Fiber laying work from M/s RailTel corporation of India Limited at SEEPZ-SEZ	Authority directed to follow up to submit revised proposal.
<b>Agenda Item No. 1A:- Monthly Statement Expenditure incurred through Imprest.</b>  <p>Expenses incurred through imprest were presented before the Authority, and the Senior Accounts Officer informed that the expenses incurred for the Office of the DC have been recouped.</p> <p><b>Decision:</b> After deliberation, The Authority noted the expenses incurred through imprest.</p>	

**Agenda Item No. 2:- Creation of depreciation reserve for an amount equivalent to Accumulated Depreciation in the financial statement of current Financial Year 2024-25**

The Authority was informed that the Audit team, during the certification audit and in accordance with the 'Uniform Formats of Accounts for Central Autonomous Bodies,' suggested creating a Depreciation Reserve to facilitate/aid the replacement of depreciated fixed assets at the end of their useful life. According to the Audit observation, a reserve fund will be reflected as of 31st March 2025 upon finalization of the financial accounts."

**Decision:**

After deliberation, the Authority approved the same.

**Agenda Item No. 3:- Proposal for rent waiver on basement and terrace area.**

Authority apprised that, Possession was issued to GJEPC for Mega CFC vide letter dated 29.01.2024 & 01.04.2024 and Authority approved the proposal for making rent payment for Mega CFC Bldg w.e.f. 01.04.2024 as per applicable rates decided under MOU dated 06.12.2022.

GJEPC vide their letter dated 26.11.2024 requested to waive the rent charges for the Basement and Terrace within Bharat Ratnam- Mega CFC. Area of basement is 19806 sqft and Terrace is 3489 sqft. However, chiller plants, cooling tower are installed in an area of 230.79 sq. mtr (2483.31 sq ft) at the Terrace Floor are being used by GJEPC. Accordingly, it was proposed to take over possession of basement and terrace area and GJEPC may be allowed to use the area admeasuring 2483.31 sqft at the rate applicable for said permissions.

**Decision:**

After deliberation, the Authority approved the proposal.

**Agenda Item No. 4:- Proposal to urgent requirement of funds to meet Miscellaneous Expenditure of Estate as the earlier budgeted amount of RS. 4.98 Lacs is already exhausted out of available funds of Rs 10 Lakhs.**

Authority was appraised that there is an urgent requirement of funds to meet miscellaneous expenditure of Estate as the earlier budgeted amount of Rs 4.98 lacs is already exhausted and it was proposed to Re-appropriate the fund amounting to Rs. 5 lacs from Training Expenses- Human Resource to budget head Miscellaneous Expenditure (Estate).

**Decision:**



After deliberation, Authority approved the same.  
**Agenda Item No. 5:- Proposal to Invest the Fixed Deposit maturity amount of Rs. 107.84 Cr. with HDFC Bank on 10-Dec-2024.**

The Authority was informed that SBI Bank has proposed a maximum annualized yield rate of 8.04% on a non-callable 12-15 month fixed deposit, while HDFC Bank had proposed 7.76%, with a compound interest rate of 7.99% on a non-callable deposit. Although SBI quoted a higher rate of interest, with a marginal difference of 0.05 paise, the proposal from HDFC was accepted considering diversification of bank deposit and their active participation in welfare initiatives for SEEPZ, such as the Women's Health Care Programme for health check-ups and doctor consultations for the large women workforce at SEEPZ SEZ under the Swasth Nari Viksit Bharat Campaign.

**Decision:**

After deliberation, Authority approved the same.

**Agenda Item No. 6:- Several projects have been initiated for Rejuvenation and Redevelopment & Implementation Support for various initiatives taken by SEEPZ-SEZ, Mumbai. Proposals for works and services have been carried out in relation to the projects.**

List of Works Proposals:

- 1 Rejuvenation of crèche (Day care) in SEEPZ-SEZ.
- 2 Procurement of Baggage Scanners with specified features in SEEPZ SEZ Mumbai.
- 3 Appointment of service provider for supply, commission, testing and maintenance of Handheld Trans Receiver (Walkie-Talkie) sets and accessories.
- 4 Appointment of service provider for supply, commission, testing and maintenance of Face Detection Devices.
- 5 Repairing of Lift entry/ exit gate external side removing damaged plaster, re-plaster and painting work at SDF-II.

It was proposed by the chairperson that rejuvenation of crèche (Day care) situated at BFC building may be done by Trade under CSR and Authority Member, Shri Hasmukhbhai Dholakiya expressed his willingness for the same. Authority thanked Shri Hasmukhbhai Dholakiya for the same.

**Decision:**

After deliberation, the Authority approved proposals 2 to 5 and proposal 1 authority decided to rejuvenate and beautification of crèche with taking help from unit. and thanked Shri Hasmukhbhai Dholakiya for his willingness to rejuvenate the crèche (day care) in SEEPZ-SEZ."

**Agenda Item No. 7:- Proposal for appointment of Consultant for preparation of Detailed Master Plan for 30 years & Detailed Architectural design for model building for SEEPZ-SEZ.**

The Authority was apprised that SEEPZ-SEZ seeks to appoint a consultant for the preparation of a master plan for the 110 acres of land. This master plan will provide a conceptual layout to guide land use, infrastructure development, and overall design, essentially acting as a roadmap for future projects and decisions within the area. The proposed NEST-03 will be constructed after the demolition of SDF-I. The estimated cost for this project is Rs. 1,000 Lacs.

Additionally, It was informed that the technical bid has already been opened, with three bidders participating. A presentation was made by each bidder on 03.02.2025. Special invitee Shri Adil Kotwal, a member of the Tender Evaluation Committee for the tender, mentioned that the bidders would be provided with key information, such as plots that are not to be redeveloped immediately. After this, one opportunity will be given to present their plans. The Chairperson suggested that the master planner propose designs for these plots as part of the 30-year plan, so that they can be developed in the future according to the master plan. Furthermore, Authority members suggested revisiting the area proposed for NEST-03.

**Decision:**

After deliberations, Authority approved the proposal.

**Agenda Item No. 8:- The proposal for Project Management Consultancy for carrying out construction of civil and interior works in SEEPZ-SEZ.**

Authority apprised that the Proposal include three works listed below.

- i. This Construction of new staff quarters alongwith landscaping for 18,000 sqm of campus area.
- ii. Construction of 2-wheeler parking shed with medium to light weight tubular structures and covering of STP drainage.
- iii. Interior works for Custom Facility Centre at ground floor of SDF-8 building.

Based on the above project M/s WAPCOS was qualified with total score 93.38 & accordingly work order is issued date 00

Authority was apprised about the proposal for Project Management Consultancy for carrying out construction civil and interior works in SEEPZ as mentioned in the agenda. It was informed that M/s WAPCOS has been on-boarded through a transparent bidding process and they are preparing the RFP to onboard the contractors for the same.

**Decision:**

After deliberations, Authority approved the proposal.

**Agenda Item No. 9:- Proposal for seeking legal opinion on AEML Tariff Petition no 2015 of 2024.**

Authority was appraised about the appointment of a Legal consultancy firm (M/s TILA) for Teriff Petition no 215 of 2024 filed by M/s AEML before MERC. M/s TILA has been issued work order dated 8th January 2025 for engaging them to examine AEML Tariff Petition. Accordingly, they submitted their comments/ observations and submitted invoice amounting to Rs. 4,00,000/- towards Professional Fees for the Legal opinion. As the matter pertains to Trade, Special Invitee Shri Adil Kotwal was also perused the comments/ observations prepared by M/s TILA and expressed that they have done a good job. Authority was informed that comments/ observations prepared by Legal consultancy firm (M/s TILA) has been submitted to MERC for consideration.

**Decision:**

After deliberation, Authority Noted the same also satisfied the report submitted by legal consultancy firm and approved the payment for the Legal opinion.

**Agenda Item No. 10:- Proposal for amendment in the Allotment Rules 2015.**

The Authority was apprised that the SEEPZ residential quarters are located on Plot No. F-9 and were constructed in 1974 to provide allotments to employees and government staff working in SEEPZ. Accordingly, A and B type buildings and C type bungalows were allotted to government staff based on eligibility criteria.

The Allotment Rules for Accommodation in the SEEPZ-SEZ residential complex, notified on 01.03.1977, were amended through the Allotment Rules 2009 after approval in the 26th Authority Meeting. However, it was not specified whether these quarters could be allotted to other government departments.

An audit objection was raised that vacant quarters could result in a loss of revenue, leading to the decision to allot vacant quarters to officers from other Ministries or Departments. A committee was constituted to frame the Allotment Rules, and the Allotment Rule 2015 came into effect in June 2015, which allowed quarters to be allotted to outsourced staff and service providers.

If no applications are received for allotment after a quarter is vacated, the quarter remains vacant, resulting in a loss of revenue for the SEEPZ Authority. Therefore, the allotment of quarters to employees/officers from other government departments may be approved on a retrospective basis, i.e., from 30.06.2023.

**Decision:**

After deliberation, Authority approved the proposal.

**Agenda Item No. 11:- Proposal for cancellation of existing advertisement & amend new policy for unit allotment in SEEPZ.**

Proposal 1: The Authority was apprised that SEEPZ-SEZ had advertised on the SEEPZ website on 17.10.2024 and 24.10.2024, and by 08.11.2024, 28 applications had been received. However, the finalization of the allotment was cancelled due to the existing space allotment procedure, which is paper-based, involves physical interaction, and relies heavily on subjective assessment, lacking transparency and competition. Therefore, it was proposed to cancel the existing advertisement and implement a more transparent, E-auction-based system.

Proposal 2: The Authority was informed about the proposal for a new policy for space allotment, wherein the following steps were discussed: Advertisements will be floated through an online platform, and bidders will apply online. A committee authorized by the Authority will examine the proposals received through the online portal based on the eligibility criteria outlined in the agenda. An E-auction process will be conducted on the online platform for qualified bidders. Trade representatives suggested that the minimum eligibility criteria for IT/ITES, Electronics, and Jewellery Units should differ on which Authority agreed. It was also mentioned by the Authority Members (Trade representative) that the base price of Rs 6500 per sqm per annum is high for the older SDF buildings and that will lead to non participation for bid/ auction, however, chairperson mentioned that decisions will be taken if such situations will arise as it is the need of the hour to implement this policy.

**Decision:**

After deliberation, the Authority decided 1) Cancellation of the existing advertisement as mentioned in proposal 1. 2) E auction for future unit allotment 3) Base rate of 6500 per sq meter per year for e auction 3) The process of e auction to implement the policy for the further allotment of space. The Authority may revisit the policy if no participation is received for SDFs at the base rate of Rs 6500 or if any better options for enhancing transparency are identified in the future.

**Agenda Item No. 12:- Proposal for allotment of additional land for future expansion of SEEPZ-SEZ.**

Authority was apprised that in order to meet the increasing demand for manufacturing space at affordable rentals, there is a need to acquire additional land near SEEPZ for expansion. However, during discussions, the Industrial Commissioner mentioned that acquiring the Array land is challenging and suggested that the Authority explore opportunities in the vicinity of the New Mumbai Airport, as SEEPZ has expertise in Gems and Jewellery, and the same ecosystem is already present there. Special Invitee Shri Adil Kotwal recommended that the Authority should request 200 acres.

**Decision:**

After deliberation, the Authority approved that correspondence may be initiated with the respective authorities to acquire an additional 100 acres or more of land in the neighborhood of the New Mumbai Airport.

**Agenda Item No. 13:- Approval for relocation from SDF-I building and allotment of units in proposed NEST 2.**

Authority was appraised about the re-location of Units from SDF-1 building to NEST-02 As per the drawings prepared by EPC Contractors and submitted by WAPCOS, we may allot the space to the existing unit holders of SDF-1 in NEST-2, subject to the following criteria:

- a. If the area is equivalent to or less than the existing area in SDF-1, the area shall be allotted at ₹4500 per sqm per annum.
  - b. If the area exceeds the existing area in SDF-1 and there is no viability to create a saleable area, the unit holder shall pay ₹6500 per sqm per annum for the additional area allotted beyond the SDF-1.
  - c. If there is viability to create a saleable area, as suggested by the EPC contractor, the same will be auctioned as mentioned in agenda 12
- For further clarity the list of proposed allotment are attached Annexure A

**Decision:**

After deliberation, Authority approved the proposal.

The meeting concluded with a vote of thanks to the Chair.

This issues with the approval of the Chairperson, SEEPZ SEZ Authority.

Signed by

Mital Sudhir Hiremath

Date: 11-02-2025 10:33:47

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संयुक्त विकास आयुक्त,

सीपज़ सेज़, सदस्य/सचिव

NEST-2 Unit Allocation Record From SDF-01								
Sr No	Company Name	SDF-01		NEST-2				Remarks
		Galla No in SDF-1	Total carpet space in sqft.	Allotted Floor	No. of Allotted Units	Unit No	Allotted Carpet Area in Sqft.	
1	Vishay Semiconductor India Pvt. Ltd.	22 PAN23A 23	12912	Ground	1	G02	11836	Unit No 105 Utility Room/Common Room 1st Floor in NEST-01 is allotted to ensure minimum reduction in existing area in.
2	PORTESCAP INDIA PVT. LTD	2A 3B 4A 4AA 13 16	33464	Ground First First	2	G01 101 105	33252	
3	Advance Power Display Systems Ltd	6A 7 7PAN 8 8PAN	18001	First	1	102	18243	
4	Infinx Services Pvt.Ltd	1A 5 5PAN 9 9PANA 9PANB 10 10PAN 11 11PAN 14 14 PAN	40372	Second Third	2	201 302	40673	
5	TCS	Structure demolished		Third	1	303	2367	
6	Webify Services (India) Pvt. Ltd	6B	3120	Third	1	306	3067	
7	Finacus Solutions Pvt. Ltd	24	7661	Fourth	1	401	7646	

8	ACE Software Solutions (I) Pvt. Ltd	17	16656	Fourth	1	402	7643	ACE Software Solutions (I) Pvt. Ltd. was allotted Unit No 403 (area admeasuring 9112 sq ft), however, they requested to allot Unit No 402 (area admeasuring 7643 sq ft). Accordingly, allotted Unit No 402.
		17PAN						
		21						
9	Trigyn Technologies	27A	6564	Fourth	1	404	6181	
		27B						
		27PAN						
10	Diamour Jewels Pvt Ltd	19	8855	Fifth	1	502	8952	
11	Aakash Jewels	18	4046	Fifth	1	503	3943	
12	Fine Jewellery Manufacturing Ltd.	20	8855	Fifth	1	504	9117	

# **Finance Division**



**SEEPZ SPECIAL ECONOMIC ZONE AUTHORITY**  
**GOVERNMENT OF INDIA**  
**MINISTRY OF COMMERCE & INDUSTRY**  
**MUMBAI**

**AGENDA ITEM NO. 1A**

**A. Proposal:**

**Proposal for approval of detailed Annual Financial statements for F. Y. 2025-26 of SEEPZ SEZ**

**B. Relevant provision of SEZ Act, 2005 & Rules**

Rule 42 of the GFR Rule 2017 as amended


**C. Other Information :**


As per Minutes of the 71st Authority Meeting held on 04-02-2025, it was directed to submit the detailed financial statement for FY 2025-26 with comparison sheet with financial statement of FY 2024-25. Accordingly, CA section has submitted the following:

1. Revenue Budget for F.Y. 2024-25 and 2025-26
2. Comparative Analysis of budgeted provision of Revenue Expenditure for the F.Y. 2024-25 and its utilization and the statement of budget expenditure for the F. Y. 2025-26
3. Comparative analysis of budgeted provision of Capital Expenditure for the F. Y. 2024-25 and its utilization and the statement of budgeted Expenditure for the F. Y. 2025-26
4. Unaudited balance sheet as at 31.03.2025 and budgeted balance sheet as on 31.03.2026
5. Unaudited Profit & Loss account for the year ended 31.03.2025 and budgeted Profit and Loss Account for the year ended 31.03.2026
6. Statements showing estimated cash/bank balance at the end of 31-03-2026.

**D. Recommendation:**

Detailed Annual Financial statements for F. Y. 2025-26 are placed before the Authority for approval.

  
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**SEEPZ SEZ AUTHORITY**  
**REVENUE BUDGET FOR F.Y. 2025-26**

	Budget	ACTUALS	
	F Y 2024-25 Budget	Actuals	Budget
Particulars		1-Apr-24 to 31-Mar-25	2025-26
<b>Sales Accounts</b>			
Creche Income	7,31,500.00	1,65,000.00	1,73,250.00
Sale of Garbage	84,93,120.00	4,08,43,273.15	4,28,85,436.81
<b>Direct Incomes</b>			-
Gate Pass Income	1,85,33,945.10	2,01,00,813.59	2,11,05,854.27
Lease Rent	49,65,98,152.00	52,43,95,905.74	55,06,15,701.03
Service Charges	8,66,82,896.00	8,34,59,207.94	8,76,32,168.34
Fine & Penalty - Customs Section		20,000.00	21,000.00
Fire Cess Income From Units	1,03,48,870.00	1,15,69,911.55	1,21,48,407.13
Income for Machinery Rent		30,00,000.00	31,50,000.00
Income From BMC Property Tax		8,21,978.12	8,63,077.03
Income From Guest House	4,94,220.00	3,50,700.00	3,68,235.00
Penalty Interest From Unit	1,47,85,503.00	1,30,42,453.31	1,36,94,575.98
Penalty Interest on Fire Cess		4,19,741.16	4,40,728.22
Rent Income From BFC Bldg.	2,28,375.00	15,500.00	16,275.00
RENT - SEEPZ QTRS.	35,20,712.00	23,38,596.00	24,55,525.80
Tenancy Agreement Fine & Penalty Income	29,996.00	17,89,733.00	18,79,219.65
Water Charges for SEEPZ Qtrs.		11,745.00	12,332.25
<b>Indirect Incomes</b>			-
Interest on FD	20,56,66,791.00	25,63,42,010.49	27,00,00,000.00
Prior Period - Income		28,125.00	-
Interest on Income Tax Refund		7,03,139.00	-
Miscellaneous Income F.Y.2024-2025	1,93,75,695.00	1,24,66,820.38	1,30,90,161.40
Misc. Penalty Income		14,75,036.38	15,48,788.20
Sundry Balance Written Off		-66.40	
<b>Closing Stock</b>			
	86,54,89,775.10	97,33,59,623.41	1,02,21,00,736.09
<b>Note</b>			
<b>1. Interest on Fixed Deposit</b>		<b>Rs. In Cr.</b>	
<b>Fixed Deposit</b>	<b>2023-24</b>	<b>2024-25</b>	
CBI	0.15	1.15	
HDFC Bank	281.50	140.50	
PNB	54.06	0.00	
SBI (UPTO oct -2023 FDR OF Rs. 262.4)	0.00	174.50	
<b>TOTAL FIXED DEPOSIT</b>	<b>335.71</b>	<b>316.15</b>	
CBI	0.00	0.03	
HDFC	3.83	15.18	
PNB	6.44	4.37	
SBI	12.28	6.05	
<b>TOTAL INTEREST ON FD</b>	<b>22.55</b>	<b>25.63</b>	

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SEEPZ SEZ AUTHORITY  
BUDGET FOR FINANCIAL YEAR 2025-26 BASED ON BUDGET OF 2024-25

	PARTICULARS	F. Y. 2024-25				F. Y. 2025-26		
		AMT	AMT	%AGE		AMT	AMT	%AGE
A	HR		4,70,00,000	2.07%	HR		4,65,00,000	3.03%
B	IT		25,05,00,000	11.05%	IT		11,88,58,920	7.74%
C	SECURITY		13,74,00,000	6.06%	SECURITY		14,42,70,000	9.39%
D	Estate		1,79,37,43,898	79.13%	Estate		1,20,34,46,928	78.33%
E	ADMIN	2,61,76,250			ADMIN	81,76,250		
	ADMIN-JOSH SCHIL	1,20,00,000	3,81,76,250	1.68%	ADMIN-JOSH SCHIL	1,20,00,000	2,01,76,250	1.31%
F	DISASTER MGT.		0		DISASTER MGT.		31,00,000	0.20%
	TOTAL		2,26,68,20,148	100.00%			1,53,63,52,098	100.00%

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## Budgeted Expenditure For FY2025-26

<b>A</b>	<b>Human Resources</b>		
	<b>Final Head</b>	<b>Description of Activities</b>	<b>Total Amount</b>
	10H120010201	Payment to outsource staff	4,00,00,000
	10H120010301	Miscellaneous Expenditure	25,00,000
	10H120010401	Training Exp	40,00,000
		<b>Total</b>	<b>4,65,00,000</b>
			-
<b>B</b>	<b>IT and E-Governance</b>		
	<b>Final Head</b>	<b>Description of Activities</b>	<b>Total Amount</b>
	10I110010101	IT Capital Expenditure	11,00,40,000
	10I110010201	IT Revenue Expenditure	63,18,920
	10I120010301	Miscellaneous Expenditure	25,00,000
		<b>Total</b>	<b>11,88,58,920</b>
			-
<b>C</b>	<b>Security</b>		
	<b>Final Head</b>	<b>Description of Activities</b>	<b>Total Amount</b>
	10S110010101	Security Capital Expenditure	4,05,30,000
	10S120010201	Security Revenue Expenditure	10,24,80,000
	10S120010301	Miscellaneous Expenditure	12,60,000
		<b>Total</b>	<b>14,42,70,000</b>
			-
<b>D</b>	<b>Estate</b>		
	<b>Final Head</b>	<b>Description of Activities</b>	<b>Total Amount</b>
	10E120010102	Estate- Revenue Expenditure	18,87,89,928
	10E110010401	Electrical Works - Capital	1,15,00,000
	10E120010401	Electrical Works - Revenue	4,89,37,000
	10E110010402	Civil Works - Capital	92,35,20,000
	10E120010402	Civil Works - Revenue	2,97,00,000
	10E120010301	Miscellaneous Expenditure	10,00,000
		<b>Total</b>	<b>1,20,34,46,928</b>
			-
<b>E</b>	<b>Administration Expenses</b>		
	<b>Final Head</b>	<b>Description of Activities</b>	<b>Total Amount</b>
	10A120010101	Administration Exp- Revenue	66,76,250
	10A120010301	Miscellaneous Expenditure	15,00,000
	10A120010401	Payment to Josh school	1,20,00,000
		<b>Total</b>	<b>2,01,76,250</b>
			-
<b>F</b>	<b>DISASTER MANAGEMENT EXPENDITURE</b>		
	<b>Final Head</b>	<b>Description of Activities</b>	<b>Total Amount</b>
		Estate	21,00,000
		Miscellaneous Expenditure	10,00,000
			<b>31,00,000</b>
		<b>Grand Total</b>	<b>1,53,63,52,098</b>
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**Annexure A**  
**Human Resources**

	FY	FY	
	2024-25	2025-26	
Description of Activities	Revenue Expenditure	Revenue Expenditure	Remark
Payment to outsource staff	4,00,00,000	4,00,00,000	The budget amount is calculated considering the following points:- 1. Monthly salary of outsourced staff based on March 2025 bill of M/S Avadh Business Services Private Ltd. Of Rs 22.63 Lakh p.m approx would amount to 2.72crores p.a. approx. Now an increase of 10% on the existing amount would come to Rs. 2.99 Cr. 2. Amount of Rs. 100 lakh kept for contingency fund towards additional personnel hired if any. 3. Same as Last Year
Miscellaneous Expenditure	25,00,000	25,00,000	The budget amount is calculated considering the following points:- 1.Amount of Rs 16.50 lakh kept for training programme if any . 2. Amount of Rs 11 lakh kept for salary/professional fees of appointment of any professional consultant. 3. Same as last Year
Training Exp	40,00,000	40,00,000	
Total	4,65,00,000	4,65,00,000	

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Annexure B  
IT capital Expenditure

Particulars of work	Budget Amount		Remark
	FY	FY	
	2024-25	2025-26	
Network operation center (NOC), Security operation center (SOC), Command & control center (CCC)	7,00,00,000	0	Ependiture under this head is not estimated in the current year as last year also there was no expendittrue incurred under this head
Rise ERP Project	15,00,00,000	10,10,40,000	As per the estimates provided by the IT Section
Pravesh Gate pass System/ Pravesh Cloud /AMC(Yearly)	60,00,000	50,00,000	As per the estimates provided by the IT Section
IT capital expenditures	1,00,00,000	0	Ependiture under this head is not estimated in the current year as last year also there was no expendittrue incurred under this head
LAN Environment & Upgradation	0	40,00,000	As per the estimates provided by the IT Section
Webex Renewal		70,000	As per the estimates provided by the IT Section
<b>Total (A)</b>	<b>23,60,00,000</b>	<b>11,00,40,000</b>	

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### IT Revenue Expenditure

NICNET/E-office	15,00,000	11,49,000	The NICNET leased line services for the NIC application such as E-office gov emial etc. and as per the estimates provided by the IT Section
MPLS Line Fpor ICE GATE	40,00,000	50,00,000	The dedicated MPLS ( Multi protocal label switching )line connection is necessary for ICEGATE implementation in SEEPZ-SEZ and as per estimates provided by the IT Section
AMC for website maintenance	15,00,000	1,69,920	website maintenance for the timely upgradation & as per the estimates provided by the IT Section
Software & licenses	50,00,000	0	Ependiture under this head is not estimated in the current year as last year also there was no expendittrue incurred under this head
EOU monitoring application with AMC	10,00,000	0	Ependiture under this head is not estimated in the current year as last year also there was no expendittrue incurred under this head
Internet Leased Line Connection (Primary Connection ) 200 MBPS (Yearly)		12,00,000	As per estimates provided by the IT Section
<b>Total (B)</b>	<b>1,30,00,000</b>	<b>63,18,920</b>	
<b>IT Miscellaneous Expenditure</b>			
Miscellaneous contingency fund	15,00,000	25,00,000	As per estimates provided by the IT Section
<b>Total ( C )</b>	<b>15,00,000</b>	<b>25,00,000</b>	
<b>Grand Total (A+B+C)</b>	<b>25,05,00,000</b>	<b>11,88,58,920</b>	

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**Annexure C**  
**Security Capital Expenditure**

	FY	FY	
	2024-25	2025-26	
Particulars of work	Budget Amount	Budget Amount	Remark
1 Hand Metal detector and doorframe metal detector	22,00,000	23,10,000	5% increase in last year provision
2 Baggage scanner machine with AMC	2,50,00,000	2,62,50,000	5% increase in last year provision
3 Security devices	10,00,000	10,50,000	5% increase in last year provision
4 Two wheeler for patrolling	5,00,000	5,25,000	5% increase in last year provision
5 Four wheeler for patrolling	12,00,000	12,60,000	5% increase in last year provision
6 IT infrasturue- boom barrier & Flap barrier	75,00,000	78,75,000	5% increase in last year provision
7 Arms & Ammunition	2,00,000	2,10,000	5% increase in last year provision
8 Security capital Expenditure	10,00,000	10,50,000	
<b>Total(A)</b>	<b>3,86,00,000</b>	<b>4,05,30,000</b>	

**Security Revenue Expenditure**

	FY	FY	
	2024-25	2025-26	
Particulars of work	Budget Amount	Budget Amount	Remark
1 Security Services Expenditure	9,00,00,000	9,45,00,000	5% increase in last year provision
2 Security consultancy expenditure	35,00,000	36,75,000	5% increase in last year provision
3 Walkie-Talkie expenditure	10,00,000	10,50,000	5% increase in last year provision
4 Gust punch ready (Patrolling tool ) with AMC	10,00,000	10,50,000	5% increase in last year provision
5 patriotism ceremony expense (independence Day & Republic Day)	5,00,000	5,25,000	5% increase in last year provision
6 Airtime Service expense AMC For Walkie talike	4,00,000	4,20,000	5% increase in last year provision
7 Infrastructural at gates	10,00,000	10,50,000	5% increase in last year provision
8 security training	2,00,000	2,10,000	5% increase in last year provision
<b>Total(B)</b>	<b>9,76,00,000</b>	<b>10,24,80,000</b>	

**Miscellaneous Expenditure**

Particulars of work	Budget Amount		Remark
1 Miscellaneous Expenditure	12,00,000	12,60,000	5% increase in last year provision
<b>Total( C )</b>	<b>12,00,000</b>	<b>12,60,000</b>	
<b>Grand Total(A+B+C)</b>	<b>13,74,00,000</b>	<b>14,42,70,000</b>	

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## Annexure D

Electrical Work- Capital			
	FY	FY	
	2024-25	2025-26	
Particulars of works	Budget Amount	Budget Amount	
Solar Roof Top on Each Watch tower (4 Nos.)	15,00,000	-	Ependiture under this head is not estimated in the current year as last year also there was no expenditruue incurred under this head
SCADA Implementation System	60,00,000	-	Ependiture under this head is not estimated in the current year as last year also there was no expenditruue incurred under this head
BFC Building Fire fighting System operationalization	85,00,000	85,00,000	Same as last year
Supply Installation & commissioning of damaged street light poles from Gate II to Gate II	60,00,000	-	Ependiture under this head is not estimated as the work is completed and there is no further requirement of expenditure under this head.
Procurement of DG set for DC seepz office & BFC build	30,00,000	30,00,000	Same as last year
<b>Total (B)</b>	<b>2,50,00,000</b>	<b>1,15,00,000</b>	

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Electrical Works - Revenue			
	FY	FY	
	2024-25	2025-26	
Particulars of works	Budget Amount	Budget Amount	
<b>Electricity Expenses (Bill)</b>	2,50,00,000	2,62,50,000	5 % increased in last year Provision
AMC of all Elevator (Jay Bhagwan & KONE Elevator)	10,00,000	-	Ependiture under this head is not estimated in the current year as last year also there was no expenditruue incurred under this head
AMC of Electrical Maintenance, CCTV/PA System & DG set for SDF VIII	47,00,000	-	Ependiture under this head is not estimated in the current year as last year also there was no expenditruue incurred under this head
<b>AMC of Elevators for SDF VIII</b>	4,50,000	8,82,000	As per Estimate from CBRE
<b>AMC of Elevators (JCB, BFC)</b>	-	5,00,000	As per Estimate
AMC of Air Conditioner for SDF VIII	2,50,000	-	Ependiture under this head is not estimated in the current year as last year also there was no expenditruue incurred under this head
AMC of Air Conditioner	-	12,00,000	As per Estimate from CBRE
AMC of Fire Fighting for SDF VIII	11,00,000	11,55,000	5 % increased in last year Provision
Electrical Material Purchases	10,00,000	10,50,000	5 % increased in last year Provision
Consultant for Assisting in Operationalising Power Distribution License	5,00,000	-	Ependiture under this head is not estimated in the current year as last year also there was no expenditruue incurred under this head
Miscellaneous Head	10,00,000	-	Ependiture under this head is not estimated in the current year as last year also there was no expenditruue incurred under this head
AMC of CCTV for SEEPZ premises	56,00,000	5,00,000	As per Estimate from CBRE
AMC of Lift for (SDF I -VI & C) complex)	1,10,00,000	1,15,50,000	5 % increased in last year Provision
AMC of Electrical for SEEPZ premises	50,00,000	52,50,000	5 % increased in last year Provision
AMC of STP for SEEPZ Premises	15,00,000	6,00,000	As per Estimate
<b>Total ( C )</b>	<b>5,81,00,000</b>	<b>4,89,37,000</b>	

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Civil Works - Capital			
	FY	FY	
	2024-25	2025-26	
Particulars of works	Budget Amount	Budget Amount	
Construction of NEST 1 Building	10,00,00,000	-	Expenditure under thei head is Not required in current Year
Construction of NEST 2 Building	81,00,00,000	40,00,00,000	As per Project Cost
Construction of Mega CFC	34,00,00,000	6,00,00,000	As per Project Cost
Redevelopment of SEEPZ-SEZ Staff Colony	20,00,00,000	20,00,00,000	As per Project Cost
Reconstruction of Gate no. 02 in SEEPZ SEZ premises.	3,45,00,000	45,00,000	As per Project Cost
<b>Reconciliation to MIDC</b>			
1 Deviation cost for SDF VIII (MIDC due)	2,00,00,000	2,50,40,000	As Per Report
2 ASIDE Scheme (CCTV Periphery)		3,70,23,000	As Per Report
3 ASIDE Security		1,02,81,000	As Per Report
4 Fire Station (Recurring Expenses)		8,85,76,000	As Per Report
Master Plan Development & Architechtrual Design Consultancy		4,49,00,000	As per Tender
Advisory Consultant for Rejuvenation & Redelopment		32,00,000	As per Tender
Consultancy Fees for PMC		1,50,00,000	Tentative Estimate
Asides schemes (MIDC due)	4,00,00,000	-	Ependiture under this head is not estimated in the current year as last year also there was no expenditruue incurred under this head
Raising height of compound wall from chainage 520 to chainage 690 including razor wire fencing and 600mm dia concertina coil near M/s Sanghavi Jewels in sector VI.	27,00,000	-	Ependiture under this head is not estimated in the current year as last year also there was no expenditruue incurred under this head
Strenthening the partly collapsed and dilapidated compound wall near STP plot, plot no. 36, plot GU-11 and wall near Gate no. 3 /Reconstruction of Gate No. 3 in SEEPZ SEZ Premises	95,00,000	3,50,00,000	As per Project Cost
<b>Total(D)</b>	<b>1,55,67,00,000</b>	<b>92,35,20,000</b>	

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## Annexure D

### Civil Works - Revenue

	FY	FY	
	2024-25	2025-26	
Particulars of works	Budget Amount	Budget Amount	
Works done by M/s Arvind Infra Projects		20,00,000	As per Estimate
Repair & Renovation of Business Facilitation Building		40,00,000	As per Estimate
Repair & Renovation of Service Centre Building		10,00,000	As per Estimate
Repair & Renovation of SDF 2 Building		6,50,000	As per Estimate
Repair & Renovation of SDF 3 Building		10,00,000	As per Estimate
Repair & Renovation of SDF 4 Building		9,00,000	As per Estimate
Repair & Renovation of SDF 5 Building		5,00,000	As per Estimate
Repair & Renovation of SDF 6 Building		5,00,000	As per Estimate
Repair & Renovation of GJ 2 Building		8,50,000	As per Estimate
Repair & Renovation of GJ 3 Building		14,50,000	As per Estimate
Consultancy Fees for TDA, TPVA and SCVA	20,00,000		Expenditure under thei head is Not required in current Year
Repair and Renovation work of Non Processing Zone, Sector-1, SEEPZ-SEZ	18,00,000		Expenditure under thei head is Not required in current Year
External Structural repairing, Ducts repairing work along with replacing existing pipe lines & Painting work at BFC building SEEPZ-SEZ	40,00,000		Expenditure under thei head is Not required in current Year
Internal repairing & Renovation work of Development Commissioner Office, Service center building SEEPZ-SEZ	5,00,00,000		Expenditure under thei head is Not required in current Year
Repair/Renovation work of Gents & Ladies Toilets at Front of Post office & Central Bank in Seervice Centre Building. SEEPZ-SEZ.	7,00,000		Expenditure under thei head is Not required in current Year
External Repairs & waterproofing work of Seervice Center Building	30,00,000		Expenditure under thei head is Not required in current Year
Emergency repair work to internal road leading to M/s Intergold & NEST 01 site at SEEPZ SEZ.	35,00,000		Expenditure under thei head is Not required in current Year
Emergency repair work to internal road near NEST 01 and resealing of joints in concrete road well chowk to garbage plot.	53,00,000		Expenditure under thei head is Not required in current Year
Emergency repair work to service road from SDF 1 to Mega CFC and resealing of joints in concrete road from Gate 1 to well chowk to multi-storied building.	48,00,000		Expenditure under thei head is Not required in current Year
Repairing of sewer line manhole by raising the height up to the road level and providing Fibre-reinforced plastic [FRP] manhole cover along with the frames [Phase II] at SEEPZ SEZ.	34,00,000		Expenditure under thei head is Not required in current Year
Providing and fixing fabricated MS grating/grill on the open storm water chambers and open cable ducts [Phase II] at SEEPZ SEZ.	4,50,000		Expenditure under thei head is Not required in current Year

Providing structural and civil repair works in Fire Station building in SEEPZ SEZ.	50,50,000	50,50,000	As per Estimate
Providing 150mm dia DI pipeline from G&J II & III sump to SDF IV on emergency basis.	53,00,000	-	Expenditure under thei head is Not required in current Year
Providing pumping arrangements from SDF II to SDF IV to ensure the water supply.	50,000	-	Expenditure under thei head is Not required in current Year
Construction of new sump and pump house for SDF V building in SEEPZ SEZ premises.	1,12,00,000	-	Expenditure under thei head is Not required in current Year
Emergent cleaning of gutter chambers in SEEPZ SEZ premises.	5,00,000	-	Expenditure under thei head is Not required in current Year
Providing MS Y angles with barbed wire for safety to the Mega CFC building compound wall.	1,80,000	-	Expenditure under thei head is Not required in current Year
Provision of silicon sealant in gap portion of facade glass at SDF VIII building in SEEPZ SEZ.	13,00,000	13,00,000	As per Estimate
AMC for Water Supply Network Maintenance and Repair		17,00,000	As per Estimate
Provision of Civil Tools, Tackles and Materials		10,00,000	As per Estimate
SDF VIII Mis. civil works	15,00,000	-	Expenditure under thei head is Not required in current Year
Civil AMC tools and tackles and Materials	16,00,000	-	Expenditure under thei head is Not required in current Year
Underground and overhead water tank cleaning	15,00,000	15,00,000	As per Estimate
Construction and Repair of Gutters with provision of Covers/MS/FRP/CC for SEEPZ SEZ		45,00,000	Tentative Estimate
Repaor of Dry Waste Area		18,00,000	Tentative Estimate
Interim repairing of Duct waste & soil pipe line plumbing & civil work repairing of sewer line chambers of SDF-I & II	10,00,000	-	Expenditure under thei head is Not required in current Year
External painting to SDF-I, Middle and B-wing building portion opposite to MEGA CFC building north facing and part of SDF-II, Sector-IV, SEEPZ-SEZ.	6,50,000	-	Expenditure under thei head is Not required in current Year
Purchase of water meters for replacement of water meters	50,000	-	Expenditure under thei head is Not required in current Year
Repairing of Road in between Multistoried building and SDF-I & II	10,00,000	-	Expenditure under thei head is Not required in current Year
<b>Total (E)</b>	<b>10,98,30,000</b>	<b>2,97,00,000</b>	
	<b>FY</b>	<b>FY</b>	
	<b>2024-25</b>	<b>2025-26</b>	
<b>Particulars of works</b>	<b>Budget Amount</b>	<b>Budget Amount</b>	
<b>Miscellaneous Expenditure</b>			
Any Adhoc requirements	15,00,000	10,00,000	
<b>Total ( F )</b>	<b>15,00,000</b>	<b>10,00,000</b>	
<b>Grand Total(A+B+C+D+E+F)</b>	<b>1,79,37,43,898</b>	<b>1,20,34,46,928</b>	



**Annexure D**  
**Estate- Reveue Expenditure**

	FY	FY	
	2024-25	2025-26	
Description of Activities	Budget Amount	Budget Amount	Remark
Bank Charges	16,000	16,000	same as last year
Vehicle Gate Pass and Stickers	57,000	57,000	same as last year
Printing & Stationery Miscellaneous	2,00,000	2,20,000	10% increase in last year provision
Seepz Directory Printing	45,000	45,000	same as last year
Guest house maintenance	5,40,000	5,40,000	same as last year
Creche for children	16,12,300	17,73,530	10% increase in last year provision
Internet leased line charges (TATA PRI & ISP)	13,90,000	13,90,000	same as last year
House Keeping	2,58,91,198	2,71,85,758	5% increase in last year provision
Tree Pruning in SEEPZ campus	-	12,00,000	
Disposal of Waste in SEEPZ SEZ	-	15,00,000	
Vehicle Hiring & Taxi Charges	24,02,400	26,42,640	10% increase in last year provision
Refreshment	2,00,000	2,00,000	same as last year
Imprest	8,60,000	8,60,000	same as last year
Advertisements		5,00,000	Tentative
Pest Control	19,00,000	6,00,000	As per estimate by CBRE
Water Charges	75,00,000	15,00,60,000	Calculated as SEEPZ SEZ has planned to take over the water distribution role from MIDC BMC Bill - 14,25,60,000 (108/cum x 4000cum x 30 days x 11 months) Water consumed by SEEPZ Administration as per previous year provision - 75,00,000/-
Additional Expenditure estimated for FY2025-26		-	
<b>Total (A)</b>	<b>4,26,13,898</b>	<b>18,87,89,928</b>	-

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## Annexure E

Administration Expenses			
	FY	FY	
	2024-25	2025-26	
Description of Activities	Budget Amount	Budget Amount	Remark
Accounting Charges, Billing Services and Income Tax Assessment	42,00,000	42,00,000	Same as last year
Internal Audit Fees	2,50,000	2,50,000	Estimated on ad-hoc basis
Tax Audit Fees	75,000	75,000	Same as last year
CRA Audit Fees	5,51,250	5,51,250	Same as last year
Labour Consultant (Individual/Firm)	30,00,000	-	Expenditure under thei head is Not required in current Year
Other Professional/Consultancy Services ( Horticulture/ Energy audit/ Solar / Waste Management)	1,00,00,000	-	Expenditure under thei head is Not required in current Year
Legal Charges	16,00,000	16,00,000	Same as last year
Development control Regulation (Architect)	50,00,000	-	Expenditure under thei head is Not required in current Year
<b>Total (A)</b>	<b>2,46,76,250</b>	<b>66,76,250</b>	-
	FY	FY	
	2024-25	2025-26	
Description of Activities	Budget Amount		Remark
Miscellaneous Expenditure			
Miscellaneous Expenditure	15,00,000	15,00,000	10% increase in last year provision Kept on Adhoc Basis
<b>Total ( B )</b>	<b>15,00,000</b>	<b>15,00,000</b>	
<b>Grand Total (A+B)</b>	<b>2,61,76,250</b>	<b>81,76,250</b>	-

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## Annexure F

### Estate- Disaster Management Expenditure

ESTATE			
SR NO	Description of Activities	Budget Amount (Rs.)	Remark
1	Safety Material Component	10,50,000	
2	Fire Extinguisher Refilling Expenses	5,25,000	same as last year
3	Programs and Functions	5,25,000	same as last year
	<b>Total (A)</b>	<b>21,00,000</b>	
MISCELLANEOUS			
SR NO	Description of Activities	Budget Amount (Rs.)	Remark
1	MISCELLANEOUS Expenditure	10,00,000	
	<b>Total (B)</b>	<b>10,00,000</b>	
	<b>Grand Total (A+B)</b>	<b>31,00,000</b>	

*For*



**SEEPZ SEZ AUTHORITY 2024-25**  
Provisional Balance Sheet as on 31-03-2025

	SEEPZ SEZ AUTHORITY 2024-25			SEEPZ SEZ AUTHORITY 2024-25	
Liabilities	as at 31-Mar-25		Assets	as at 31-Mar-25	
<b>Capital</b>		<b>5,95,09,15,748.51</b>	<b>Fixed Assets</b>		<b>3,57,90,69,953.61</b>
Reserves & Surplus	66,33,87,214.51		Air Conditioner	17,38,317.35	
Corpus / Capital Fund	5,24,79,20,534.00		Capital WIP	1,93,51,73,878.82	
Unutilised Government Grant	3,96,08,000.00		Computers & Software	49,81,064.58	
<b>Loans (Liability)</b>		<b>5,10,91,378.01</b>	Electrical Installation	1,66,36,057.04	
Deposit From Staff	5,000.00		Furnitures	45,21,878.52	
Deposit From Units	5,10,86,378.01		Intangible Asset	7,77,27,459.25	
<b>Current Liabilities</b>		<b>49,80,51,941.03</b>	Land & Building	1,21,95,10,910.57	
Duties & Taxes	4,32,107.87		Motor Vehicles	3,12,229.43	
Sundry Creditors	7,19,06,180.45		Office Equipments	42,30,263.12	
BMC Charges	33,945.62		Plant & Machinery	11,41,34,031.93	
EMD & DEPOSIT	67,65,253.18		PLANT & MACHINERY(MEGA Cfc)	20,01,03,863.00	
Pre-Received Gate Pass Income	1,48,20,796.16		<b>Investments</b>		<b>32,50,000.00</b>
Provisions for Tax	19,07,59,117.00		Investment-(Ashoka-Bio Green)	32,50,000.00	
Withhold & Retention- Aashi Solution	7,58,00,711.70		<b>Current Assets</b>		<b>4,51,81,06,201.20</b>
Withhold & Retention- Azlz & Associate	3,03,455.01		Closing Stock		
Withhold & Retention- CK Infra	10,28,17,874.00		Deposits (Asset)	39,32,099.00	
Withhold & Retention- Godrej & Boyance	51,21,881.00		Loans & Advances (Asset)	59,06,18,065.89	
Withhold & Retention- Hariom	2,87,93,402.00		Sundry Debtors	48,28,42,584.83	
Withhold & Retention-Wapcos	84,777.00		Cash-In-hand		
Retention-D.B Infratech	2.00		Bank Accounts	17,18,63,002.99	
Retention Sarathi Enterprises	0.04		Accrued Interest	-3,00,45,270.95	
Retention Silhouette Infra			Fixed Deposits	3,29,88,94,642.44	
Water Charges Collected From NFCD	2,29,607.00		TDS on FDs	1,077.00	
WITHHOD SINGH PROTECTIVE	47,831.00				
Withhold Immortal	1,35,000.00				
<b>Suspense A/c</b>		<b>1,57,206.00</b>			
Suspence	1,57,206.00				
<b>Prior Period - Exp</b>					
<b>RENTAL_DEBTOR</b>					
<b>TDS Charges</b>					
<b>Excess of income over expenditure</b>		<b>1,60,02,09,881.26</b>			
Opening Balance	87,24,03,554.31				
Current Period	72,78,06,326.95				
<b>Total</b>		<b>8,10,04,26,154.81</b>	<b>Total</b>		<b>8,10,04,26,154.81</b>

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## Budgeted Expenditure For FY2024-25

A										
Final Head	Description of Activities	Total Amount	Remark	Budget Utilised from 01.04.2024 to till date .	Budget Utilised (%)	Budget Balance unutilised	Budget Unutilised (%)	In Process	Unutilised Budget Balance after considering In process	%age of Allocation
10H120010201	Payment to outsource staff	4,00,00,000.00	For detailed calculation please refer Annexure A	2,69,53,379.00	67.38%	1,30,46,621.00	32.62%		1,30,46,621.00	
10H120010301	Miscellaneous Expenditure	25,00,000.00			0.00%	25,00,000.00	100.00%	47,745.00	24,52,255.00	
10H120010401	Training Exp	45,00,000.00	For the month of February - March 2025, an amount of Rs.5.00 Lacs is Approved, may re-appropriated from Training Expenses - HR to Miscellaneous Expenditure (Estate). Noting Dated: 05.02.2025.		0.00%	45,00,000.00	100.00%		45,00,000.00	
	<b>Total</b>	<b>4,70,00,000.00</b>	-	<b>2,69,53,379.00</b>	<b>57.35%</b>	<b>2,00,46,621.00</b>	<b>42.65%</b>	<b>47,745.00</b>	<b>1,99,98,876.00</b>	<b>2.07%</b>
B										
	Description of Activities	Total Amount	Remark	Budget Utilised from 01.04.2024 to till date .	Budget Utilised (%)	Budget Balance unutilised	Budget Unutilised (%)	In Process	Unutilised Budget Balance after considering In process	
10110010101	IT Capital Expenditure	23,60,00,000.00	For detailed calculation please refer Annexure B	7,76,11,449.00	32.89%	15,83,88,551.00	67.11%	31,48,000.00	15,52,40,551.00	
10110010201	IT Revenue Expenditure	1,30,00,000.00		55,27,541.00	42.52%	74,72,459.00	57.48%	11,86,180.00	62,86,279.00	
10120010301	Miscellaneous Expenditure	15,00,000.00			0.00%	15,00,000.00	100.00%		15,00,000.00	
	<b>Total</b>	<b>25,05,00,000.00</b>	-	<b>8,31,38,990.00</b>	<b>33.19%</b>	<b>16,73,61,010.00</b>	<b>66.81%</b>	<b>43,34,180.00</b>	<b>16,30,26,830.00</b>	<b>11.05%</b>
C										
	Description of Activities	Total Amount	Remark	Budget Utilised from 01.04.2024 to till date .	Budget Utilised (%)	Budget Balance unutilised	Budget Unutilised (%)	In Process	Unutilised Budget Balance after considering In process	
10S110010101	Security Capital Expenditure	3,86,00,000.00	For detailed calculation please refer Annexure C	1,28,000.00	0.33%	3,84,72,000.00	99.67%	9,983.00	3,84,62,017.00	
10S120010201	Security Revenue Expenditure	9,76,00,000.00		9,69,82,526.00	99.37%	6,17,474.00	0.63%	3,38,954.00	2,78,520.00	
10S120010301	Miscellaneous Expenditure	12,00,000.00		2,94,000.00	24.50%	9,06,000.00	75.50%		9,06,000.00	
	<b>Total</b>	<b>13,74,00,000.00</b>	-	<b>9,74,04,526.00</b>	<b>70.89%</b>	<b>3,99,95,474.00</b>	<b>29.11%</b>	<b>3,48,937.00</b>	<b>3,96,46,537.00</b>	<b>6.06%</b>



## Budgeted Expenditure For FY2024-25

D										
	Description of Activities	Total Amount	Remark	Budget Utilised from 01.04.2024 to till date .	Budget Utilised (%)	Budget Balance unutilised	Budget Unutilised (%)	In Process	Unutilised Budget Balance after considering In process	%age of Allocation
10E120010102	Estate- Revenue Expenditure	4,26,13,898.20	For detailed calculation please refer Annexure D	3,46,46,951.00	81.30%	79,66,947.20	18.70%	73,42,237.21	6,24,709.99	
10E110010401	Electrical Works - Capital	2,50,00,000.00		13,27,624.00	5.31%	2,36,72,376.00	94.69%	5,24,321.00	2,31,48,055.00	
10E120010401	Electrical Works - Revenue	5,81,00,000.00		2,46,36,618.00	42.40%	3,34,63,382.00	57.60%	1,64,50,845.00	1,70,12,537.00	
10E110010402	Civil Works - Capital	1,55,67,00,000.00		53,41,96,818.00	34.32%	1,02,25,03,182.00	65.68%	8,94,06,422.00	93,30,96,760.00	
10E120010402	Civil Works - Revenue	10,98,30,000.00		2,08,07,632.00	18.95%	8,90,22,368.00	81.05%	1,15,67,230.00	7,74,55,138.00	
10E120010301	Miscellaneous Expenditure	15,00,000.00	For the month of February - March 2025, an amount of Rs.5.00 Lacs is Approved, may re-appropriated from Training Expenses - HR to Miscellaneous Expenditure (Estate). Noting Dated: 05.02.2025.	6,39,960.00	42.66%	8,60,040.00	57.34%	6,85,314.00	1,74,726.00	
	<b>Total</b>	<b>1,79,37,43,898.20</b>	-	<b>61,62,55,603.00</b>	<b>34.36%</b>	<b>1,17,74,88,295.20</b>	<b>65.64%</b>	<b>12,59,76,369.21</b>	<b>1,05,15,11,925.99</b>	<b>79.13%</b>
	Description of Activities	Total Amount	Remark	Budget Utilised from 01.04.2024 to till date .	Budget Utilised (%)	Budget Balance unutilised	Budget Unutilised (%)	In Process	Unutilised Budget Balance after considering In process	
10A120010101	Administration Exp- Revenue	2,46,76,250.00	For detailed calculation please refer Annexure E	45,10,736.00	18.28%	2,01,65,514.00	81.72%	1,07,015.00	2,00,58,499.00	
10A120010301	Miscellaneous Expenditure	15,00,000.00		14,98,637.00	99.91%	1,343.00	0.09%		1,343.00	
10A120010401	Payment to Josh school	1,20,00,000.00	Amt Rs. 5,25,429/- was wrongly spent from the Budget Head Miscellaneous Expenditure (Estate) instead of Budget Head Payment to Josh School. Corrected on the basis of noting dated:05.02.2025.	25,68,225.00	21.40%	94,31,775.00	78.60%	5,23,308.00	89,08,467.00	
	<b>Total</b>	<b>3,81,76,250.00</b>	-	<b>85,77,618.00</b>	<b>22.47%</b>	<b>2,95,98,632.00</b>	<b>77.53%</b>	<b>6,30,323.00</b>	<b>2,89,68,309.00</b>	<b>1.68%</b>
	<b>Grand Total</b>	<b>2,26,68,20,148.20</b>	-	<b>83,23,30,116.00</b>	<b>36.72</b>	<b>1,43,44,90,032.20</b>	<b>63.28</b>	<b>13,13,37,554.21</b>	<b>1,30,31,52,477.99</b>	

*[Signature]*  
Jan

**SEEPZ SPECIAL ECONOMIC ZONE AUTHORITY  
GOVERNMENT OF INDIA  
MINISTRY OF COMMERCE & INDUSTRY,  
MUMBAI**

**AGENDA ITEM NO. 02**

**A. Proposal:**

Monthly Statement Expenditure incurred through Imprest.

**B. Relevant provision of SEZ Act, 2005 and Rules:**

Section of the SEZ Act, 2005 & Rule 1(1) of SEZ Authority Rules, 2009.

**C. Other Information:**

As per the Minutes of 65th Authority meeting held on 07.02.2024, Agenda Item no. 02, wherein it was directed to submit monthly statement expenditure incurred through Imprest before the Authority meeting. The following are the expenses incurred in the month of January 2025 to March 2025. (Copy enclosed)

Sr No.	Date	Description	Amount (in Rs.)
1	06.01.2025	Purchase of Water Meter for Gate No-1	1600.00
2	06.01.2025	Minister Duty Traveling Expenses of Shri Santosh Yashavant Patankar	1473.94
3	06.01.2025	IRCTC Ticket booking of Dc sir from Mumbai to Delhi	18136.00
4	07.01.2025	IRCTC Ticket booking of Dc sir from Delhi to Mumbai	18136.00
5	09.01.2025	Purchase of Electrical Material	8835.00
6	09.01.2025	Water Supply charges of Gate No-1	3600.00
7	09.01.2025	Minister Duty Traveling Expenses of Shri Santosh Yashavant Patankar	1534.93
8	09.01.2025	Purchase of Electrical Material	9289.00
9	09.01.2025	Purchase of Electrical Material	9800.00
10	09.01.2025	Purchase of Electrical Material	8035.00
11	09.01.2025	Purchase of Electrical Material	9530.00
12	09.01.2025	Purchase of Electrical Material for SO cabin	6800.00
13	10.01.2025	DC Sir Mobile Recharge	883.82
14	21.01.2025	IRCTC Ticket booking of Dc sir from Mumbai to Delhi	18136.00
15	21.01.2025	IRCTC Ticket booking of Dc sir from Delhi to Mumbai	20136.00
16	21.01.2025	Purchase of drawing Material for Republic	4280.00

		Day Celebration	
17	23.01.2025	Mobile Repairing Charges (03 Security Mobiles)	12331.00
18	23.01.2025	IRCTC Ticket booking of Dc sir from Pune to Delhi	30703.00
19	23.01.2025	IRCTC Ticket booking of Dc sir from Delhi to Mumbai	6423.00
20	23.01.2025	Minister Duty Traveling Expenses of Shri Hemant Kumar	1695.00
21	23.01.2025	Purchase of Plumbing Material for Service Center Building	1000.00
22	23.01.2025	Laundry charges for Office Towels.	250.00
23	05.02.2025	IRCTC Ticket booking of Dc sir from Mumbai to Delhi	24136.00
24	07.02.2025	IRCTC Ticket booking of Dc sir from Delhi to Mumbai	25136.00
25	11.02.2025	Cintax Law Publication purchase	12,500.00
26	11.02.2025	Purchase of Electrical Material Shri Dipak Ghare , Electrician	1870.00
27	11.02.2025	Ministers Meeting Duty Traveling Expenses of Shri Amit Shiravalakar	945.00
28	13.02.2025	Security Mobile Repairing	4110.00
29	14.02.2025	Ticket Booking COK to BOM & BOM to IDR of Shri Raghuraj Rajendran	15375.00
30	14.02.2025	JIO Recharge of DC Sir Mobile	883.82
31	06.03.2025	Mobile Repairing Charges (02 Security Mobiles) By M/s Zain Telecom	8220.00
32	06.03.2025	Minister Duty Traveling Expenses of Shri Hemant Kumar	1755.00
33	06.03.2025	Purchase of Plumbing Material	1200.00
34	06.03.2025	Purchase of Water tanker for gate No-3&1	800.00
35	06.03.2025	TATA Sky Recharge of Cabin no-201	2890.00
36	06.03.2025	Purchase of Electrical Material	1250.00
37	06.03.2025	Minister Duty Traveling Expenses of Shri Mayur Gadge	706.00
38	06.03.2025	Mobile bill payment of Imprest Mobile (9152201285)	1290.66
39	19.03.2025	DC Sir mobile recharge	883.82
40	21.03.2025	Minister Duty Traveling Expenses of Shri Suresh Gopinath Indulkar	151.00
41	21.03.2025	Minister Duty Traveling Expenses of Shri Suresh Gopinath Indulkar	1195.00
42	21.03.2025	EV car charging for going to Electrical Inspector, Raigad of shri Suresh Sharma	300.00
43	21.03.2025	Minister Duty Traveling Expenses of Shri S Y Patankar	743.97

44	21.03.2025	AC Repairing charges of Cabin No-205 ( M/s Cold Wave HVAC Service)	4300.00
45	27.03.2025	Purchase of Commode Seat for C6 Bunglow	1200.00
46	27.03.2025	Purchase of Electrical Material ( PVC Tape)	540.00
47	27.03.2025	Purchase of Plumbing Material for Quarters B3 Building	3926.00
		<b>Total</b>	<b>308914.96</b>

It is directed that all the payments towards Travelling expenses within India shall be borne from GOI fund under Travelling Expenses and all the expenses for the Hotel Stay shall be booked under GOI fund and the Expenditure towards Hiring of Vehicle for DC sir shall be made from GOI expenditure under Office Expenses.

Accordingly, below is the list of expenses for the month of January , 2025 to March, 2025 which needs to be recouped from GoI Budget into Authority fund.

Sr No.	Date	Description	Amount (in Rs.)
1	06.01.2025	Minister Duty Traveling Expenses of Shri Santosh Yashavant Patankar	1473.94
2	06.01.2025	IRCTC Ticket booking of Dc sir from Mumbai to Delhi	18136.00
3	07.01.2025	IRCTC Ticket booking of Dc sir from Delhi to Mumbai	18136.00
4	09.01.2025	Minister Duty Traveling Expenses of Shri Santosh Yashavant Patankar	1534.93
5	21.01.2025	IRCTC Ticket booking of Dc sir from Mumbai to Delhi	18136.00
6	21.01.2025	IRCTC Ticket booking of Dc sir from Delhi to Mumbai	20136.00
7	23.01.2025	IRCTC Ticket booking of Dc sir from Pune to Delhi	30703.00
8	23.01.2025	IRCTC Ticket booking of Dc sir from Delhi to Mumbai	6423.00
9	23.01.2025	Minister Duty Traveling Expenses of Shri Hemant Kumar	1695.00
10	05.02.2025	IRCTC Ticket booking of Dc sir from Mumbai to Delhi	24136.00
11	07.02.2025	IRCTC Ticket booking of Dc sir from Delhi to Mumbai	25136.00
12	14.02.2025	Ticket Booking COK to BOM & BOM to IDR of Shri Raghuraj Rajendran	15375.00
13	06.03.2025	Minister Duty Traveling Expenses of Shri Hemant Kumar	1755.00
14	21.03.2025	Minister Duty Traveling Expenses of Shri Suresh Gopinath Indulkar	151.00
15	21.03.2025	Minister Duty Traveling Expenses of Shri Suresh Gopinath Indulkar	1195.00
16	21.03.2025	Minister Duty Traveling Expenses of Shri S Y	743.97

	Patankar	
	<b>Total</b>	<b>184865.84</b>

All the expenses pertaining to GoI done from the authority fund due to urgent requirement shall be recouped from the concerned budget heads to Authority Fund on receipt of Sanction Order.

**D. Recommendation:**

The Monthly Statement Expenditure incurred through Imprest is placed before authority for information.

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*[Signature]*  
16/4/25

*Jan*  
16.04.25

**GOVERNMENT OF INDIA  
MINISTRY OF COMMERCE & INDUSTRY,  
SEEPZ SPECIAL ECONOMIC ZONE AUTHORITY  
MUMBAI**

**AGENDA ITEM NO. 03**

**A. Proposal :-** MIDC's dues outstanding with SEEPZ Authority related to:

1. Balance payments towards M&R to Fire Station : Recurring expenditure on fire station in SEEPZ-SEZ for year 2018-2019 to 2023-2024 (6 years)
2. Balance payments towards construction of SDF-VIII building.

**B. Relevant provisions of SEZ Act, 2005 & Rules, 2006/Instruction/Notification:**

**C. Other Information:-** A Reconciliation Committee was formed and Meeting held on 12/03/2025 at WTC under the chairmanship of Hon. CEO, MIDC for resolving various pending issues between MIDC & SEEPZ SEZ officials.

Following recommendations were made by Reconciliation Committee of SEEPZ SEZ Authority & MIDC officials for dues of MIDC mentioned below discussed in detail & the joint committee has submitted the report as below for making payment to MIDC. The minutes of meeting between both the parties were signed by the authorised members.

**1) M&R to Fire Station : Recurring expenditure on fire station in SEEPZ-SEZ for year 2018-2019 to 2023-2024 (6 years)**

Details of Balance payment of MIDC	Submission of Jt. Reconciliation committee
Utilization Certificate for the said work amounting to Rs.885.76 lakhs was resubmitted to SEEPZ vide EE's letter No. P-434584 dated 21/03/2025 alongwith details statement showing expenditure. The expenditure as per Utilization Certificate for year 2018-2019 to 2020-2021 is already submitted as below. a) Total expenditure : Rs.399.77 lakhs b) Funds released : Nil c) Balance amount to : <b>Rs.399.77 lakhs</b> be released. <b>(A)</b>  The expenditure as per Utilization Certificate for year 2021-2022 to 2023-2024 is now proposed for payment as	This office vide DO Letter No SEEPZ-SEZ/ Infra/96/03-04/Vol.X dated 29.01.2009, requested for setting up Fire station to CEO, MIDC, which was accepted vide letter CE(HQ)/MIDC/256/2009 dated 11.02.2009 to run a Fire station in SEEPZ SEZ.  Accordingly, it has been recommended that payment made towards operations and Maintenance of MIDC Fire station may be disbursed on the basis of their ERP statements towards such expenses



<p>below :-</p> <p>a) Total expenditure : Rs.485.79 lakhs</p> <p>b) Funds released : Nil</p> <p>c) Balance amount to be released. <b>(B)</b> : <b>Rs.485.79 lakhs</b></p> <p>Total amount to be released <b>(A+B)</b> : <b>Rs.885.76 lakhs*</b></p> <p>* Revised statement was submitted on 1<sup>st</sup> April, 2025.</p>	<p>duly authenticated/ certified by the Competent Authority of MIDC.</p> <p>It has also been decided that henceforth, all the claims pertaining to Fire station shall be submitted on a quarterly basis to SEEPZ Authority along with the muster roll of the officers/ employees to avoid long pending dues of the claims and to enable SEEPZ Authority to verify the claims on time. It has also been decided the future claims shall be enclosed with the muster roll of the staff for which the claim has been raised.</p> <p><b>The committee has decided to pay the establishment charges + ETP @12.5%. Hence, Committee has accepted amount of Rs.885.76 lakhs for payment.</b></p>
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**2) SEEPZ-SEZ construction of Tower on Plot No. F-1 in SEEPZ-SEZ.**


<b>Details of Balance payment of MIDC</b>	<b>Submission of Jt. Reconciliation committee</b>
<p>Utilization Certificate for the said work amounting to Rs.4744.90 lakhs was resubmitted to SEEPZ vide EE's letter No. P-434546 dated 21/03/2025 alongwith details statement showing expenditure. Tender wise expenditure are as under :-</p> <p>a) Total expenditure : Rs.4744.90 lakhs</p> <p>b) Funds released : Rs.4494.50 lakhs</p> <p>c) Balance amount to : <b>Rs. 250.40 lakhs</b> be released.</p>	<p>Total Estimated cost of this project was Rs. 5145.35 lakhs and Total cost of the work as submitted by MIDC is Rs. 4744.00 lakhs out of which SEEPZ has already released an amount of Rs. 4494.50 lakhs to MIDC inclusive of TDS.</p> <p>On verification of the documents with SEEPZ, the following observations are made:</p> <ol style="list-style-type: none"> <li>1. In the 2<sup>nd</sup> Final escalation Bills, Overhead are being charged @ 18%, wherein details of the same has not been submitted to this office &amp; hence the claims shall not be considered.</li> <li>2. GST has been claimed in bills which shall be deducted as Authority is exempted from GST being a developer.</li> <li>3. ETP charges shall be paid @12.5 % vide MIDC OM dated 10<sup>th</sup> August, 2005 instead of 15% claimed in the</li> </ol>

	<p>maintenance bills.</p> <p>4. Since no details or invoices regarding the overheads amounting to Rs 8,05,187/- has been provided by MIDC to SEEPZ Authority, the amount cannot be released and shall be kept in withheld and released as and when the invoices are submitted to this office.</p> <p><b>5. An annexure is attached along with the reconciliation statement and an amount of Rs 1,81,47,336/- is the total payable amount.</b></p> <p>( Enclosed: Comparative Statement )</p>
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#### D. Recommendation:

Proposal to pay the establishment charges + ETP @12.5%, Committee has accepted amount of **Rs.885.76 lakhs** for payment towards M&R to Fire Station : Recurring expenditure on fire station in SEEPZ-SEZ for year 2018-2019 to 2023-2024 (6 years) and an amount of **Rs 1,81,47,336/-** for payment towards construction of Tower on Plot No. F-1 in SEEPZ-SEZ is placed before Authority for post facto approval.

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		Comparative statement of bills as per reconciliation									
Sr No	Particulars	Claims summary submitted by MIDC				Claim as per SEEPZ reconciliation					
		Bill Amount	ETP	Total payable	GST Amount claimed	Bill Amount	ETP	Total payable	GST Amount claimed		Diff in ETP
1	Providing architectural services	5524157	828624	6352781	0	5524157	828624	6352781	0		0
2	Misc Works	897098	134565	1031663	0	897098	134565	1031663	0		1
(a)	Replacing existing drainage line	755725	113359	869084	0	755725	113359	869084	0		0
(b)	Survey AMSL & DGPS for aviation permission	42697	6405	49102	0	42697	6405	49102	0		0
(c)	Investigation of soil for foundation	98676	14801	113477	0	98676	14801	113477	0		0
3	Construction of Tower	400528718.2	60079805	460608523.2	0	399329213	59137539	458466752	4430232		941766
(a)	RA1 to RA20	392273865.2	58841077	451114942.2	3692574	392273865	58287194	446868485	3692574		553883
(b)	Escalation Bill 1st	2219570	332936	2552506	0	2219570	332936	2552506	0		1
	Escalation Bill 2nd	242840	36426	279266	37042	242840	30870	236668	37042		5556
(c)	Overheads, Modifications & Alterations	1199505	179925	1379430	No invoice	0	0	0	No invoice		0
(d)	AMC	4592938	688941	5281879	700616	4592938	486540	4378862	700616		202401
4	MIDC statutory charges	4587688	0	4587688		4587688	0	4587688			0
5	Electricity charges	1661004	249164	1910168		1661004	207626	1868630			41539
Amount to be Hold for clarification from MIDC on GST					4430232		1199505	983306	6613042		
Total Value of Work as per MIDC								474490304			
Amount already paid by SEEPZ								449550000			
Balance amount claimed by MIDC								2494304			
Deductions proposed on record								6792968			
Total Payable amount								18147336			

Note: Bills are appers to be inclusive of GST and SEEPZ is exempted from GST.

	Bill Amount	ETP	GST Amount c	Total Deduction
GST in [D]	0	0	4430232	4430232
diff ETP	0	983306		983306
Overheads, Modifications & Alterations	1199505	179925	0	1379430

Total Deductions	6792968
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(Minutes of the Meeting of reconciliation committee of MIDC & SEEPZ -SEZ dated 25/03/2025 at 2<sup>nd</sup> Floor, Conference Room, SEEPZ-SEZ, Andheri)

Members attended:

**A. From SEEPZ Office-**

1. Jay Manoj Shah, DDC/ Estate Officer, SEEPZ
2. Y Mangala, Senior AO, SEEPZ
3. Hanish Rathi, ADC - Estate i/c, SEEPZ

**B. From MIDC Office:**

1. Shri. Rahul K. Bansod, Superintending Engineer (QE),MIDC
2. Shri. Satish V. Powar, Executive Engineer ( IT Dn),MIDC
3. Shri. Vishal S. Dahe, Senior Accountant (IT Dn),MIDC

**Agenda: MIDC's dues outstanding with SEEPZ Authority related to**

1. **M&R works carried out during 2009 to 2019, for which supporting documents to be submitted by MIDC- Fire station.**
2. **Balance payments towards construction of SDF-VIII building.**
3. **SEEPZ-SEZ Electronic Security System ... Providing perimeter CCTV system for SEEPZ-SEZ.**
4. **SEEPZ-SEZ Electronic Security System ... Access Control System with integration and CCTV camera.**

**Ref:-** Meeting held on 12/03/2025 at WTC and under the chairmanship of Hon. CEO, MIDC for resolving various issues.

The meeting was held on 25/07/2024 under the chairmanship of Hon. Development Commissioner, SEEPZ SEZ to discuss various pending issues between MIDC & SEEPZ SEZ to decide on road map for future infrastructure projects. As per discussion during the said meeting, it is decided mutually by MIDC and SEEPZ SEZ Authority to form a committee consisting of officers from MIDC & SEEPZ SEZ to finalized reconciliation of pending ASIDE /M&R works.

Accordingly MISDC has formed 'Reconciliation Committee' and informed SEEPZ Authority vide letter No. CE(HQ)/MIDC/ P283220 / 2024 dated 26/07/2024. To sort out pending issue of reconciliation, MIDC has submitted work wise expenditure alongwith Utilization Certificate and necessary supporting documents to SEEPZ Authority vide letter No.EE(IT Dn.)/MIDC/ P299239 /2024 dated 21/08/2024.

Recently the meeting was held on 12/03/2025 under the chairmanship of Hon. Chief Executive Officer, MIDC to discuss various pending issues between

MIDC & SEEPZ SEZ officials and Hon. CEO, MIDC has directed to clear the issue of balance payment of MIDC on priority by joint committee formed by MIDC & DC, SEEPZ.

MIDC has informed 'Reconciliation Committee' and informed SEEPZ Authority vide letter No. CE(HQ)/MIDC/ P433922 / 2025 dated 20/03/2025. The work wise expenditure alongwith Utilization Certificate and necessary supporting documents again submitted by MIDC & details are as below.

Following recommendations were made by Reconciliation Committees of SEEPZ SEZ Authority & MIDC the above dues of MIDC are discussed in details & after discussion the joint committee is submitting the report as below for making payment to MIDC.

**1) M&R to Fire Station : Recurring expenditure on fire station in SEEPZ-SEZ for year 2018-2019 to 2023-2024 (6 years)**

Details of Balance payment of MIDC	Submission of Jt. Reconciliation committee
<p>Utilization Certificate for the said work amounting to Rs.880.55 lakhs was resubmitted to SEEPZ vide EE's letter No. P-434584 dated 21/03/2025 alongwith details statement showing expenditure. The expenditure as per Utilization Certificate for year 2018-2019 to 2020-2021 is already submitted as below.</p> <p>a) Total expenditure : Rs.399.77 lakhs b) Funds released : Nil c) Balance amount to : <b>Rs.399.77 lakhs</b> be released. (A)</p> <p>The expenditure as per Utilization Certificate for year 2021-2022 to 2023-2024 is now proposed for payment as below :-</p> <p>a) Total expenditure : Rs.485.99 lakhs b) Funds released : Nil c) Balance amount to : <b>Rs.485.99 lakhs</b> be released. (B)</p> <p>Total amount to be released (A+B) : <b>Rs.885.76 lakhs*</b></p> <p>* Revised statement was submitted on 1<sup>st</sup> April, 2025.</p>	<p>This office vide DO Letter No SEEPZ-SEZ/ Infra/96/03-04/Vol.X dated 29.01.2009, requested for setting up Fire station to CEO, MIDC, which was accepted vide letter CE(HQ)/MIDC/256/2009 dated 11.02.2009 to run a Fire station in SEEPZ SEZ.</p> <p>Accordingly, it has been recommended that payment made towards operations and Maintenance of MIDC Fire station may be disbursed on the basis of their ERP statements towards such expenses duly authenticated/ certified by the Competent Authority of MIDC.</p> <p>It has also been decided that henceforth, all the claims pertaining to Fire station shall be submitted on a quarterly basis to SEEPZ Authority along with the muster roll of the officers/ employees to avoid long pending dues of the claims and to enable SEEPZ Authority to verify the claims on time. It has also been decided the future claims shall be enclosed with the muster roll of the staff for which the claim has been</p>

	<p>raised.</p> <p>The committee has decided to pay the establishment charges + ETP @12.5%. Hence, Committee has accepted amount of Rs.885.76 lakhs for payment.</p>
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**2) SEEPZ-SEZ Electronic Security System ... Access Control System with integration and CCTV camera.**

<b>Details of Balance payment of MIDC</b>	<b>Submission of Jt. Reconciliation committee</b>
<p>Utilization Certificate for the said work amounting to Rs.350.31 lakhs was resubmitted to SEEPZ vide EE's letter No. P-434595 dated 21/03/2025 alongwith details statement showing expenditure. Tender wise expenditure is as under. :-</p> <p>a) Total expenditure : Rs.350.31 lakhs  b) Funds released : Rs.247.50 lakhs  c) Balance amount to be released : <b>Rs.102.81 lakhs</b></p>	<p>On verification of the documents available with SEEPZ, the following observations are made:</p> <ol style="list-style-type: none"> <li>1. As per the 19<sup>th</sup> RA Bill which is also the final Bill, wherein the cost has escalated to 5.32 cr, and the cost of total work done is being shown as 5.14 cr.</li> <li>2. As per the Authority Meeting held on 29.12.2017, it was very clearly mentioned that the CCTV cameras have not been taken over by the SEEPZ Authority and the same was also conveyed to DE, MIDC vide SEEPZ letter dated 05.02.2018. Hence, the claim for CCTV cameras may be withheld for the time being and arrive at a decision at a later stage.</li> <li>3. Since the work was not taken over by SEEPZ the final claim was not released by this office as of now this office cannot settle this claim and the matter shall be placed before Authority for reconciliation under intimation to you.</li> <li>4. The committee has decided to verify the claim at a later stage as the documents available are incomplete.</li> </ol>

**3) SEEPZ-SEZ Electronic Security System- Providing perimeter CCTV system for SEEPZ-SEZ.**

<b>Details of Balance payment of MIDC</b>	<b>Submission of Jt. Reconciliation committee</b>
<p>Utilization Certificate for the said work amounting to Rs.578.13 lakhs was resubmitted to SEEPZ vide EE's letter No. P-434609 dated 21/03/2025 alongwith details statement showing expenditure. Tender wise expenditure are as under :-</p> <p>a) Total expenditure : Rs.578.13 lakhs  b) Funds released : Rs.207.90 lakhs  c) Balance amount to : <b>Rs.370.23 lakhs</b> be released.</p>	<ol style="list-style-type: none"> <li>1. As per the Authority Meeting held on 29.12.2017, it was very clearly mentioned that the CCTV cameras have not been taken over by the SEEPZ Authority and the same was also conveyed to DE, MIDC vide SEEPZ letter dated 05.02.2018. Hence, the claim for CCTV cameras may be withheld for the time being and arrive at a decision at a later stage.</li> <li>2. Since the work was not taken over by SEEPZ the final claim was not released by this office as of now this office cannot settle this claim and the matter shall be placed before Authority for reconciliation under intimation to you.</li> <li>3. The committee has decided to verify the claim at a later stage as the documents available are incomplete.</li> </ol>

**4) SEEPZ-SEZ construction of Tower on Plot No. F-1 in SEEPZ-SEZ.**

<b>Details of Balance payment of MIDC</b>	<b>Submission of Jt. Reconciliation committee</b>
<p>Utilization Certificate for the said work amounting to Rs.4744.90 lakhs was resubmitted to SEEPZ vide EE's letter No. P-434546 dated 21/03/2025 alongwith details statement showing expenditure. Tender wise expenditure are as under :-</p> <p>a) Total expenditure : Rs.4744.90 lakhs  b) Funds released : Rs.4494.50 lakhs  c) Balance amount to : <b>Rs. 250.40 lakhs</b> be released.</p>	<p>Total Estimated cost of this project was Rs. 5145.35 lakhs and Total cost of the work as submitted by MIDC is Rs. 4744.00 lakhs out of which SEEPZ has already released an amount of Rs. 4494.50 lakhs to MIDC inclusive of TDS.</p> <p>On verification of the documents with SEEPZ, the following observations are made:</p> <ol style="list-style-type: none"> <li>1. In the 2<sup>nd</sup> Final escalation Bills, Overhead are being charged @ 18%, wherein details of the same has not been submitted to this office &amp; hence the claims shall not be considered.</li> </ol>

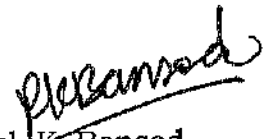
	<p>2. GST has been claimed in bills which shall be deducted as Authority is exempted from GST being a developer.</p> <p>3. ETP charges shall be paid @12.5 % vide MIDC OM dated 10<sup>th</sup> August, 2005 instead of 15% claimed in the maintenance bills.</p> <p>4. Since no details or invoices regarding the overheads amounting to Rs 8,05,187/- has been provided by MIDC to SEEPZ Authority, the amount cannot be released and shall be kept in withheld and released as and when the invoices are submitted to this office.</p> <p>5. An annexure is attached alongwith the reconciliation statement and an amount of Rs 1,81,47,336/- is the total payable amount.</p> <p>( Enclosed: Comparative Statement )</p>
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7/04/25

Vishal S. Dahe,  
Senior Account (IT Dn)



Satish V. Powar,  
Executive Engineer ( IT Dn)



Rahul K. Bansod,  
Superintending Engineer(QE)



(Hanish Rath)  
Asst. Development Commissioner  
SEEPZ-SEZ



(Y. Mangala)  
Pay & Accounts Officer  
SEEPZ-SEZ



(Jay M Shah)  
Deputy Development Commissioner  
SEEPZ-SEZ



		Comparative statement of SDF-3 after reconciliation									
Sr No	Particulars	Claims summary submitted by MIDC				Claim as per SEEPZ reconciliation					Diff in ETP
		Bill Amount	ETP	Total payable	GST Amount claimed	Bill Amount	ETP	Total payable	GST Amount claimed		
1	Providing architectural services	5524157	828624	6352781	0	5524157	828624	6352781	0	0	
2	Misc Works	897098	134566	1031663	0	897098	134566	1031663	0	1	
(a)	Replacing existing drainage line	755725	113359	869084	0	755725	113359	869084	0	0	
(b)	Survey AMSL & DGPS for aviation permission	42697	6405	49102	0	42697	6405	49102	0	0	
(c)	Investigation of soil for foundation	98676	14801	113477	0	98676	14801	113477	0	0	
3	Construction of Tower	400528718.2	60079305	460608023.2	0	399329213	59137539	454036520	4430232	941766	
(a)	RA1 to RA20	392273865.2	58841077	451114942.2	3692574	392273865	58287194	446868485	3692574	553883	
(b)	Escalation Bill 1st	2219570	332936	2552506	0	2219570	332936	2552506	0	1	
	Escalation Bill 2nd	242840	36426	279266	37042	242840	30870	236668	37042	5556	
(c)	Overheads, Modifications & Alterations	1199505	179925	1379430	No Invoice	0	0	0	No Invoice	0	
(d)	AMC	4592938	688941	5281879	700616	4592938	486540	4378862	700616	202401	
4	MIDC statutory charges	4587688	0	4587688		4587688	0	4587688		0	
5	Electricity charges	1661004	249164	1910168		1661004	207626	1868630		41539	
Total		411198655.2	61291689	474490323.2		411998150	60908983	467877233	4430232	983306	
Amount to be Hold for clarification from MIDC on GST				4430232		1199505		983306	6613042		
						Total Value of Work as per MIDC		474490304			

Note: Bills are appers to be inclusive of GST and SEEPZ is exempted from GST.

	Bill Amount	ETP	GST Amount c	Total Deduction
GST In [D]	0	0	4430232	4430232
diff ETP	0	983306		983306
Overheads, Modifications & Alterations	1199505	179925	0	1379430

Total Deductions	6792968
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Total Value of Work as per MIDC	474490304
Amount already paid by SEEPZ	449550000
Balance amount claimed by MIDC	24940304
Deductions proposed on reconcl	6792968
Total Payable amount	18147336

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**MoM of Reconciliation Committee for ASIDE and M&R works in SEEPZ SEZ**

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**From :** eemumbaiit@midcindia.org  
**Subject :** MoM of Reconciliation Committee for ASIDE and M&R works in SEEPZ-SEZ

Mon, Apr 07, 2025 04:14 PM

1 attachment

**To :** YMANGALA YMANGALA <ymangala.17@gov.in>,  
Deputy Development Commissioner SEEPZ Special  
Economic Zone <ddcseepz-mah@nic.in>, Hanish  
Rathi <hanishr.g171701@gov.in>

**Cc :** cehqmumbai@midcindia.org, seqe@midcindia.org,  
semumbai@midcindia.org,  
eemumbaiit@midcindia.org,  
Vishaldahe124@gmail.com

Sir/Madam

Please find signed copy of MIDC's Reconciliation Committee for the subject work.  
Further, Necessary compliance has been submitted for the works considered under the subject work:-

**1. Access Control System with integration and CCTV camera.**

**2) Providing perimeter CCTV system for SEEPZ SEZ.**

i. Therefore it is requested to SEEPZ authority to consider the above and release the due payments to MIDC. MIDC will clarify all points raised by SEEPZ authority and also provide necessary supporting documents in this regards

ii.

Thanks &amp; Regards,

S.V.Powar  
Executive Engineer- IT Div.  
Andheri (East), Mumbai- 93.  
7208424279.

(Minutes of the Meeting of reconciliation committee of MIDC & SEEPZ -SEZ dated 25/03/2025 at 2<sup>nd</sup> Floor, Conference Room, SEEPZ-SEZ, Andheri)

Members attended:

**A. From SEEPZ Office-**

1. Jay Manoj Shah, DDC/ Estate Officer, SEEPZ
2. Y Mangala, Senior AO, SEEPZ
3. Hanish Rathi, ADC - Estate i/c, SEEPZ

**B. From MIDC Office:**

1. Shri. Rahul K. Bansod, Superintending Engineer (QE), MIDC
2. Shri. Satish V. Powar, Executive Engineer (IT Dn), MIDC
3. Shri. Vishal S. Dahe, Senior Accountant (IT Dn), MIDC

**Agenda: MIDC's dues outstanding with SEEPZ Authority related to**

1. M&R works carried out during 2009 to 2019, for which supporting documents to be submitted by MIDC- Fire station.
2. Balance payments towards construction of SDF-VIII building.
3. SEEPZ-SEZ Electronic Security System ... Providing perimeter CCTV system for SEEPZ-SEZ.
4. SEEPZ-SEZ Electronic Security System ... Access Control System with integration and CCTV camera.

**Ref:-** Meeting held on 12/03/2025 at WTC and under the chairmanship of Hon. CEO, MIDC for resolving various issues.

The meeting was held on 25/07/2024 under the chairmanship of Hon. Development Commissioner, SEEPZ SEZ to discuss various pending issues between MIDC & SEEPZ SEZ to decide on road map for future infrastructure projects. As per discussion during the said meeting, it is decided mutually by MIDC and SEEPZ SEZ Authority to form a committee consisting of officers from MIDC & SEEPZ SEZ to finalized reconciliation of pending ASIDE /M&R works.

Accordingly MIDC has formed 'Reconciliation Committee' and informed SEEPZ Authority vide letter No. CE(HQ)/MIDC/ P283220 / 2024 dated 26/07/2024. To sort out pending issue of reconciliation, MIDC has submitted work wise expenditure alongwith Utilization Certificate and necessary supporting documents to SEEPZ Authority vide letter No.EE(IT Dn.)/MIDC/ P299239 /2024 dated 21/08/2024.

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MIDC & SEEPZ SEZ officials and Hon. CEO, MIDC has directed to clear the issue of balance payment of MIDC on priority by joint committee formed by MIDC & DC, SEEPZ.

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**1) M&R to Fire Station : Recurring expenditure on fire station in SEEPZ-SEZ for year 2018-2019 to 2023-2024 (6 years)**

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<p>Utilization Certificate for the said work amounting to Rs.880.55 lakhs was resubmitted to SEEPZ vide EE's letter No. P-434584 dated 21/03/2025 alongwith details statement showing expenditure. The expenditure as per Utilization Certificate for year 2018-2019 to 2020-2021 is already submitted as below.</p> <p>a) Total expenditure : Rs.399.77 lakhs b) Funds released : Nil c) Balance amount to : <b>Rs.399.77 lakhs</b> be released. (A)</p> <p>The expenditure as per Utilization Certificate for year 2021-2022 to 2023-2024 is now proposed for payment as below :-</p> <p>a) Total expenditure : Rs.485.99 lakhs b) Funds released : Nil c) Balance amount to : <b>Rs.485.99 lakhs</b> be released. (B)</p> <p>Total amount to be released (A+B) : <b>Rs.885.76 lakhs*</b></p> <p>* Revised statement was submitted on 1<sup>st</sup> April, 2025.</p>	<p>This office vide DO Letter No SEEPZ-SEZ/ Infra/96/03-04/Vol.X dated 29.01.2009, requested for setting up Fire station to CEO, MIDC, which was accepted vide letter CE(HQ)/MIDC/256/2009 dated 11.02.2009 to run a Fire station in SEEPZ SEZ.</p> <p>Accordingly, it has been recommended that payment made towards operations and Maintenance of MIDC Fire station may be disbursed on the basis of their ERP statements towards such expenses duly authenticated/ certified by the Competent Authority of MIDC.</p> <p>It has also been decided that henceforth, all the claims pertaining to Fire station shall be submitted on a quarterly basis to SEEPZ Authority along with the muster roll of the officers/ employees to avoid long pending dues of the claims and to enable SEEPZ Authority to verify the claims on time. It has also been decided the future claims shall be enclosed with the muster roll of the staff for which the claim has been</p>

	<p>raised.</p> <p>The committee has decided to pay the establishment charges + ETP @12.5%. Hence, Committee has accepted amount of Rs.885.76 lakhs for payment.</p>
--	---

**2) SEEPZ-SEZ Electronic Security System ... Access Control System with integration and CCTV camera.**

<b>Details of Balance payment of MIDC</b>	<b>Submission of Jt. Reconciliation committee</b>
<p>Utilization Certificate for the said work amounting to Rs.350.31 lakhs was resubmitted to SEEPZ vide EE's letter No. P-434595 dated 21/03/2025 alongwith details statement showing expenditure. Tender wise expenditure is as under. :-</p> <p>a) Total expenditure : Rs.350.31 lakhs  b) Funds released : Rs.247.50 lakhs  c) Balance amount to be released : <b>Rs.102.81 lakhs</b></p>	<p>On verification of the documents available with SEEPZ, the following observations are made:</p> <ol style="list-style-type: none"> <li>1. As per the 19<sup>th</sup> RA Bill which is also the final Bill, wherein the cost has escalated to 5.32 cr, and the cost of total work done is being shown as 5.14 cr.</li> <li>2. As per the Authority Meeting held on 29.12.2017, it was very clearly mentioned that the CCTV cameras have not been taken over by the SEEPZ Authority and the same was also conveyed to DE, MIDC vide SEEPZ letter dated 05.02.2018. Hence, the claim for CCTV cameras may be withheld for the time being and arrive at a decision at a later stage.</li> <li>3. Since the work was not taken over by SEEPZ the final claim was not released by this office as of now this office cannot settle this claim and the matter shall be placed before Authority for reconciliation under intimation to you.</li> <li>4. The committee has decided to verify the claim at a later stage as the documents available are incomplete.</li> </ol>


**3) SEEPZ-SEZ Electronic Security System- Providing perimeter CCTV system for SEEPZ-SEZ.**


Details of Balance payment of MIDC	Submission of Jt. Reconciliation committee
<p>Utilization Certificate for the said work amounting to Rs.578.13 lakhs was resubmitted to SEEPZ vide EE's letter No. P-434609 dated 21/03/2025 alongwith details statement showing expenditure. Tender wise expenditure are as under :-</p> <p>a) Total expenditure : Rs.578.13 lakhs  b) Funds released : Rs.207.90 lakhs  c) Balance amount to : <b>Rs.370.23 lakhs</b> be released.</p>	<ol style="list-style-type: none"> <li>1. As per the Authority Meeting held on 29.12.2017, it was very clearly mentioned that the CCTV cameras have not been taken over by the SEEPZ Authority and the same was also conveyed to DE, MIDC vide SEEPZ letter dated 05.02.2018. Hence, the claim for CCTV cameras may be withheld for the time being and arrive at a decision at a later stage.</li> <li>2. Since the work was not taken over by SEEPZ the final claim was not released by this office as of now this office cannot settle this claim and the matter shall be placed before Authority for reconciliation under intimation to you.</li> <li>3. The committee has decided to verify the claim at a later stage as the documents available are incomplete.</li> </ol>


**4) SEEPZ-SEZ construction of Tower on Plot No. F-1 in SEEPZ-SEZ.**

Details of Balance payment of MIDC	Submission of Jt. Reconciliation committee
<p>Utilization Certificate for the said work amounting to Rs.4744.90 lakhs was resubmitted to SEEPZ vide EE's letter No. P-434546 dated 21/03/2025 alongwith details statement showing expenditure. Tender wise expenditure are as under :-</p> <p>a) Total expenditure : Rs.4744.90 lakhs  b) Funds released : Rs.4494.50 lakhs  c) Balance amount to : <b>Rs. 250.40 lakhs</b> be released.</p>	<p>Total Estimated cost of this project was Rs. 5145.35 lakhs and Total cost of the work as submitted by MIDC is Rs. 4744.00 lakhs out of which SEEPZ has already released an amount of Rs. 4494.50 lakhs to MIDC inclusive of TDS.</p> <p>On verification of the documents with SEEPZ, the following observations are made:</p> <ol style="list-style-type: none"> <li>1. In the 2<sup>nd</sup> Final escalation Bills, Overhead are being charged @ 18%, wherein details of the same has not been submitted to this office &amp; hence the claims shall not be considered.</li> </ol>

	<p>2. GST has been claimed in bills which shall be deducted as Authority is exempted from GST being a developer.</p> <p>3. ETP charges shall be paid @12.5 % vide MIDC OM dated 10<sup>th</sup> August, 2005 instead of 15% claimed in the maintenance bills.</p> <p>4. Since no details or invoices regarding the overheads amounting to Rs 8,05,187/- has been provided by MIDC to SEEPZ Authority, the amount cannot be released and shall be kept in withheld and released as and when the invoices are submitted to this office.</p> <p>5. An annexure is attached alongwith the reconciliation statement and an amount of Rs 1,81,47,336/- is the total payable amount.</p> <p>( Enclosed: Comparative Statement )</p>
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Vishal S. Dahe,  
Senior Account (IT Dn)

  
Satish V. Powar,  
Executive Engineer ( IT Dn)

  
Rahul K. Bansod,  
Superintending Engineer(QE)

(Hanish Rathi)  
Asst. Development Commissioner  
SEEPZ-SEZ

(Y. Mangala)  
Pay & Accounts Officer  
SEEPZ-SEZ

(Jay M Shah)  
Deputy Development Commissioner  
SEEPZ-SEZ

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महाराष्ट्र औद्योगिक विकास महामंडळ  
(महाराष्ट्र शासन अंगिकृत)

उद्योग सारथी, आंधरी (पूर्व), मुंबई - ४०० ०९३  
दूरध्वनी: ०२२ - ४०१६०८०१

Maharashtra Industrial Development Corporation

(A Government of Maharashtra Undertaking)

"Udyog Sarathi", Andheri (E), Mumbai-400 093

Tel. No.: 022 - 40160800

No. CE(HQ)/MIDC/P-433922 /of 2025  
Office of the Chief Engineer (HQ),  
MIDC, Andheri (E), Mumbai-400 093  
Date :- 20/03/2025.

To  
✓ Hon. Development Commissioner,  
SEEPZ-SEZ, Andheri (E),  
Mumbai-400 096.

Sub:- Formation of 'Reconciliation Committee'.

Ref:- 1. Meeting of Meeting dated 25/07/2025  
2. This office letter No. P-283220 dated 26/07/2024.  
3. This office letter No. P-29939 dated 21/08/2024.

Sir,

As per the discussions during meeting dated 25/07/2024 at your good office, to resolve different pending issues between SEEPZ & MIDC, it was decided to form a "Reconciliation Committee".

Accordingly name of officials from MIDC side under the said committed was intimated to SEEPZ authority vide letter under reference no.(2). Further vide letter under reference no.(3) MIDC has submitted work wise expenditure details, utilization certificate & necessary supporting documents to SEEPZ authority.

The said "Reconciliation Committee" from MIDC side is revised as under.

Sr No	Name	Designation
1.	Shri. R. K. Bansod	Superintending Engineer (QE), MIDC, Mumbai-93.
2.	Shri. S. V. Powar	Executive Engineer, MIDC, IT Division, Mumbai-96.
3.	Shri. Vishal Dahe	Sr. Accountant (IT Dn.), MIDC, Mumbai-93.

The committee of MIDC and SEEPZ shall report about following issues of SEEPZ & MIDC

- 1) MIDC's dues outstanding with SEEPZ towards M&R works carried out during 2009 to 2024 for which supporting evidence documents were submitted by MIDC.
- 2) Balance payment to be paid by SEEPZ to MIDC towards construction of SDF VIII building.
- 3) Reconciliation of ASIDE funding for different works executed at SEEPZ.
- 4) Payment of Fire Station O&M and Establishment cost by SEEPZ to MIDC.

The committee shall submit their report on the above issues to Hon. Development Commissioner, SEEPZ.  
Thanking you.

Yours faithfully,

(P. B. Chavan)  
Chief Engineer (HQ)  
MIDC, Mumbai-400 093.

- Copy submitted to the Chief Executive Officer, MIDC, Mumbai-93 for favour of information.
- Copy f.wcs. the Chief Accounts Officer, MIDC, Mumbai-93 for information.
- Copy to Executive Engineer, MIDC, I.T. Dn. Mumbai-400 093 for information.

**SEEPZ SEZ AUTHORITY**  
**SEEPZ-SPECIAL ECONOMIC ZONE, GOVT. OF INDIA**  
**MINISTRY OF COMMERCE & INDUSTRY**  
**MUMBAI**

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**AGENDA ITEM NO. 04**

**A. Proposal :-**

Proposal for payment of pending bills to M/s Aviplast for Operation and Maintenance of 5 TPD NISARGRUNA Biogas Plant at SEEPZ SEZ

**B. Relevant provisions of SEZ Act, 2005 & Rules, 2006/ Instruction/ Notification:**

Section 34 read with, Rule 7 of SEZ Authority Rules 2009.

**C. Other Information :-**

Work Order dated 03.10.2019 was issued to M/s. Avi Plast for Operation and Maintenance of 5 TPD NISARGRUNA Biogas Plant at SEEPZ SEZ.

In this connection, in the Agenda No 13 of the 61<sup>st</sup> Authority Meeting it was directed to release the payment amounting of Rs. 47, 88, 938/- to M/s Avi Plast. Payments for the AMC have been made to M/s Avi Plast for the period from April-2019 to August-2022 (including Plant repairing).

Original Work Order was for the period of 3 years from 15.10.2019 i.e. till 14.10.2022. However, the same was extended till 30.09.2023 vide Extension of work letter dated 31.08.2023. Payments have been made till August-2022 and payments from September-2022 to September-2023 have not been disbursed till date.

Month wise details are as below:

Pending Payments Month wise				
Sr. No.	Month	Amount	Invoice No. & date	Remarks
1	Sep-22	2,15,380.00	Invoice No. 52 dated 02.10. 2022	-
2	Oct-22	2,15,380.00	Invoice No. 58 dated 02.11.2022	-
3	Nov 22	2,15,380.00	Invoice No. 65 dated 01.12.2022	-
4	Dec-22	2,15,380.00	Invoice No. 71 dated 01.01.2023	-

Pending Payments Month wise				
Sr. No.	Month	Amount	Invoice No. & date	Remarks
5	Jan-23	2,15,380.00	Invoice No. 79 dated 01.02.2023	-
6	Feb-23	2,15,380.00	Invoice No. 83 dated 01 03.2023	-
7	Mar 23	2,15,380.00	Invoice No. 3 dated 02.04.2023	-
8	Apr-23	2,15,380.00	Invoice No. 6 dated 02.05.2023	-
9	May 23	2,15,380.00	Invoice No. 13 dated 02.06.2023	-
10	Jun-23	2,15,380.00	Invoice No. 16 dated 02.07. 2023	-
11	Jul 23	2,15,380.00	Invoice No. 20 dated 02.08.2023	-
12	Aug-23	2,15,380.00	Invoice No. 24 dated 10.09.2023	-
13	Sep 23	2,15,380.00	Invoice No. 27 dated 03.10.2023	-
14	Oct 23	2,15,380.00	Invoice No. 32 dated 31.10.2023	Extension was up to 30.09.2023, therefore cannot be paid.
15	EMD cum SD	1,00,000.00	Work Order No.SEEPZ SEZ/BIOGAS/25/2015-16/19395 dated 03.10.2019	-
16	EMD cum SD	2,00,000.00	Work Order No.SEEPZ SEZ/BIOGAS/25/2015 16/360 dated 12.01.2016	-
	Total	3,315,320.00		

After excluding Bill for the Month of Oct-2023, total bills are pending amounting to Rs. 27,99,940/-, Further, EMD cum SD amounting to Rs. 2,00,000/- for Work Order dated 03.10.2019 and EMD cum SD amounting to Rs. 1,00,000/- for previous Work Order dated 12.01.2016 are yet to be released.

In this connection, letter dated 13.11.2024 received from M/s Avi Plast requesting to release the payment.

Details of workers present Month wise,

S. N.	Name of worker	Number of Days Present												
		Sep -22	Oct -22	Nov -22	Dec -22	Jan -23	Feb -23	Mar -23	Apr -23	May -23	Jun -23	Jul-23	Aug -23	Sep -23
1	Desharat Chavan	27	10	0	0	0	0	0	0	0	0	0	0	0
2	Anjana Chandanshive	26	19	15	0	23	9	0	0	0	0	0	0	0
3	Promod Kamble	26	22	23	20	22	22	24	23	22	26	26	25	26
4	Tarabaei Shrodkar	26	18	21	26	19	23	21	20	26	21	26	26	19
5	Ashok Kharat	13	7	2	2	0	0	0	0	0	0	0	0	0
6	Chotelal Arrya	1	9	2	3	6	2	2	2	0	0	0	0	1
7	Vikas Chavan	0	0	26	27	1	0	0	0	0	0	0	0	0
8	Devendra Ghungare	0	0	0	0	5	18	7	0	0	0	0	0	0
9	Vidya Hankare	0	0	0	0	0	0	14	23	26	25	25	26	26
10	Kiran	0	0	0	0	0	0	0	0	0	0	0	0	1
	<b>Worker less than 5 in the month</b>	<b>12</b>	<b>22</b>	<b>26</b>	<b>27</b>	<b>25</b>	<b>23</b>	<b>25</b>	<b>25</b>	<b>26</b>	<b>26</b>	<b>26</b>	<b>26</b>	<b>26</b>

As per Term & Condition No 7 of Work Order dated 03.10.2023, workers to be deployed by the Agency shall not be less than 5 in two shifts.

Further, as per scope of work, responsibilities of M/s Avi Plast were as below-

1. Operation and maintenance of Biogas Plant for waste management in SEEPZ-SEZ.
2. Any auxiliary mechanical equipment eg. Blower, Air Compressor Mixer, Grinder, Lift and Balloon.
3. The expected waste in up to 03MT per day. The expected output of the gas should be in the range of 60 cubic meters per MT waste processed.
4. Packing of manure generated through the plant in different capacity depending upon the requirement.
5. Waste collection will be done at the plant level. However, final segregation will be done by the contractor
6. The agency shall also use dry leaves for Biogas Plant.

However, as per Term & Condition No, 3 of the work order "Since work for repairing of said plant has also been awarded to you w.r.t existing 5 TPD Biogas plant to stop linkages, Once the plant is functional, further Civil maintenance of the plant shall be carried out by SEEPZ-SEZ Authority Any defect in the operation

of Biogas plant shall be immediately brought to the attention of the SEEPZ-SEZ Authority.

Accordingly, M/s. Avi Plast have intimated SEEPZ SEZ Authority vide mail dated 22.08.2022 and monthly report that the Biogas holder Dome is 10 years old & damaged & it is beyond repair. Also, the contractor has provided daily photos for the work being carried out by them.

Therefore, payments after deduction of penalties for the days on which workers deployed by the Agency were less than 5 in two shifts may be released.

Amount payable after deductions are as below:

Month	Bill Amount	No of days workers were not adequate	Penalty	Amount payable
[A]	[B]	[C]	[D]=[C]X1000	[E]=[B-E]
Sep-22	215380.00	12	12000.00	203380.00
Oct-22	215380.00	22	22000.00	193380.00
Nov-22	215380.00	26	26000.00	189380.00
Dec-22	215380.00	27	27000.00	188380.00
Jan-23	215380.00	25	25000.00	190380.00
Feb-23	215380.00	23	23000.00	192380.00
Mar-23	215380.00	25	25000.00	190380.00
Apr-23	215380.00	25	25000.00	190380.00
May-23	215380.00	26	26000.00	189380.00
Jun-23	215380.00	26	26000.00	189380.00
Jul-23	215380.00	26	26000.00	189380.00
Aug-23	215380.00	26	26000.00	189380.00
Sep-23	215380.00	26	26000.00	189380.00
Total	2,799,940.00	315	315,000.00	2,484,940.00

The Biogas plant served the purpose of disposal of wet waste generated in SEEPZ-SEZ which is mandated by the Mumbai Municipal & State Pollution Control Board laws and as a by-product generated biogas which could be either supplied to the canteen for the purpose of cooking and electricity generation. As the containment dome for the generated Biogas was damaged and was without repairs the gas generated could not be stored. However the main purpose of wet waste processing has been carried out during the AMC period successfully.

Final details of payment is as follows,

Sr. No.	Description	Amount (Rs.)
01	Bill Claimed (Sept 22 to Sept 23)	27,99,940.00

02	Deduction as per Condition no. 7 of Work order for providing inadequate manpower	-(3,15,000.00)
03	EMD cum SD (Work Order No. SEEPZ SEZ/ BIOGAS/25/2015-16/19395 dated 03.10.2019)	1,00,000.00
04	EMD cum SD (Work Order No. SEEPZ SEZ/ BIOGAS/25/201516/360 dated 12.01.2016)	2,00,000.00
	Total	27,84,940.00

**D. Recommendation:**

Accordingly, we may

1. Disburse **Rs. 24,84,940/-** for the bills raised for the period Sept 22 to Sept 23;
2. Release EMD cum SD (Work Order No. SEEPZ SEZ/ BIOGAS/25/2015-16/19395 dated 03.10.2019) amounting to **Rs. 1, 00, 000/-**.
3. Release EMD cum SD (Work Order No. SEEPZ SEZ/ BIOGAS/25/201516/360 dated 12.01.2016) amounting to **Rs. 2, 00, 000/-**.

Proposal for above mentioned payment for Operation and Maintenance of 5 TPD NISARGRUNA Biogas Plant at SEEPZ SEZ by M/s Avioplast is placed before the Authority for consideration.

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*Received*

*Encl. 2/22  
16/04/2019*

# **Estate Division**



**SEEPZ SEZ AUTHORITY**  
**SEEPZ-SPECIAL ECONOMIC ZONE, GOVT. OF INDIA**  
**MINISTRY OF COMMERCE & INDUSTRY**  
**MUMBAI**  
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कार्यसूची मद संख्या

**AGENDA ITEM NO. 05**

**A. Proposal:**

Proposed Policy for Renewal of Sub-Lease of Galas for 5 years and Renewal of Sub-Lease of Plots/ Galas for 30 years in SEEPZ SEZ estate.

**B. Relevant provision of SEZ Act, 2005 & SEZ Rule, 2006**

- Rule 8 of SEZ Authority Rules, 2009.

**C. Preamble:**

This draft policy outlines proposed improvements in process of renewal of Sub-lease agreement in respect of plots/ galas in the SEEPZ SEZ estate, aiming towards increased transparency, competition, and revenue generation. This supersedes earlier lease renewal procedure. The policy is divided in following sections:

**D. Brief about Available Plots/ Galas in SEEPZ SEZ estate are as under:**

- 1. Galas in SDF 1 to 6 and 8, G&J 1 to 3; NEST-01 & 02 and future buildings of SEEPZ Authority - 5-year Sub-Lease:** SEEPZ SEZ Authority charges rent from these Galas on quarterly basis.
- 2. Galas in SDF-VII allotted by MIDC on 30-year sub-lease with a one-time premium payment at the time of the sub-lease agreement:** SEEPZ SEZ Authority charges nominal rent as per the sub-lease agreement.
- 3. Plots allotted to public utilities in the non-processing area on a 30-year sub-lease agreement (e.g., Bank Buildings):** SEEPZ SEZ Authority charges nominal rent as per the sub-lease agreement.
- 4. Plots/ Galas allotted to public utilities in the non-processing area on a 5-year renewal sub-lease agreement (e.g., Gala In BFC, Public Utilities, Bank Buildings):** SEEPZ SEZ Authority charges rent from these Galas, and the rent is subject to revision every year by SEEPZ SEZ Authority.

**E. GALAS ALLOTTED BY SEEPZ AUTHORITY ON 5 YEARS SUB-LEASE:**

**1. Allotment procedure:**

Vacant Galas in SDF 1 to 6 and 8, G&J 1 to 3; NEST-01 & 02 and future buildings of SEEPZ SEZ Authority shall be allotted to units through Tender cum E-Auction as decided in Agenda Item No. 11 of 71<sup>st</sup> Authority Meeting held on 04.02.2025.

**2. Renewal of Sub-Lease Agreement:**

The galas are allotted for 5 years lease, charging monthly rent hence renewal is done from time to time as per authority rules as well as valid LOA certificate. There is no policy for those plots/ galas which out leased out for 30 years and above period by charging premium and nominal rent by competent authority, hence we propose following:

**F. PLOTS AND GALAS IN SDF-VII / SEEPZ++ TOWERS 1 & 2 / MULTI-STOREYED BUILDINGS ALLOTTED BY MIDC: 30-YEAR RENEWABLE SUB-LEASES WITH ONE-TIME PREMIUM PAYMENT:**

Authority charges lease rent at a nominal rate from these Plots/ Galas on their built-up area as applicable. These unitholders have paid a premium amount for their sub-lease period at the time of possession. However, there is no policy available for renewal charges of sub-lease of such type of Plots/ Galas. It has also been observed that many Plots/ Galas are under-utilized or not being utilized by the unit holders for which the said space was allotted to them, which causes loss of Foreign Exchange and Employment. To address these issues and define the clear rules for "Renewal of Sub-lease", suitable policy to be drafted.

Renewal Policy may be classified in following categories on the basis of unit's status:

**1. Operational Units:**

**a. Unit wishes to renew sub-lease agreement:**

Upon expiry of the sub-lease period, operational units may apply for renewal for another 30 years, however, the renewal is subject to the payment of lease rent *(as determined on the basis of the initial premium paid at the time of allotment, illustrated in Annexure-1)* along with any outstanding dues, service charges, BMC charges, and fire cess.

This policy establishes a structured and transparent methodology for determining lease rent based on the initial premium paid at the time of allotment. The lease rent is calculated using a formula that converts the one-time premium into an equivalent annual rent with a 7% yearly increase to account for inflation and fair valuation.

**Formula for First year Annual Rent Calculation:**

$$A_1 = \frac{Y \times (-x\%)}{1 - (1 + x\%)^n}$$

Where:

Y : Total premium paid at the time of allotment

x% : Annual increase rate (7%)

n : Lease term (30 years)

A<sub>1</sub> : First-year rent

A<sub>2</sub> : A<sub>1</sub>\*(1 + x%)

A<sub>3</sub> : A<sub>2</sub>\*(1 + x%)

A<sub>n</sub> : A<sub>(n-1)</sub>\*(1 + x%)

After renewal, the annual rent will also increase by 5% each year to maintain fair valuation and adjust for inflation in terms of SEEPZ Authority's Circular No. 13/2024 dated 10.01.2024.

This policy ensures that lease rent remains fair, transparent, and inflation-adjusted while providing a clear framework for renewal. Units must comply with SEEPZ Authority regulations and ensure timely payment of dues to qualify for renewal.

- b. **Unit is operational but not utilizing the space in effective manner for Exports and generation of employment or non-adhering the Rules & regulations of SEEPZ SEZ Authority or SEZ Act-2005 and rules made thereunder.**

On expiry of sub-Lease period, Units may apply for renewal for another 30 years as specified in clause (a) above subject to the approval and recommendations of the Approval Committee.

**Note:**

- i. If the LOA period has not expired but the sub-lease agreement has expired, the Authority may renew the sub-lease only for the remaining duration of the LOA.

- ii. Based on the recommendations of the Approval Committee, considering the unit's performance for its authorized activities, the Authority may renew the sub-lease for the whole or a partial area previously occupied by the unit.

**2. Non-Operational Units:**

a. **Plots/ Galas which were found non-operational during sub-lease period:**

Upon the expiry of the Sub-Lease of Plots/Galas that are non-operational or non-compliant during their Sub-Lease period, renewal will not be considered. The sub-lessor will be required to hand over vacant and peaceful possession of the plot/gala after settlement of all dues. Failure to do so will result in necessary action being initiated by the SEEPZ SEZ Authority under the Public Premises (Eviction of Unauthorized Occupants) Act, 1971. The Authority may allot the same plot/gala to a new entrepreneur through a Tender-cum-E-Auction process, as decided in the Agenda Item No. 11 of 71<sup>st</sup> Authority Meeting held on 04.02.2025.

## Annexure 1

### Illustration of Lease Rent Calculation

**For example,** assume a 500 square meter plot is allotted on January 1, 1996, at a one-time premium of ₹1,00,00,000/-. The sub-lease will expire on December 31, 2025.

Let convert the one-time premium paid at the time of allotment into an equivalent annual rent with a fixed 5% increase per year, then-

The first-year rent (1996) is calculated in following method-

Description	Formula	Value (Example)
Total Premium (Y)	Y	1,00,00,000
Annual Increase Rate (x%)	x%	7%
Lease Term (n)	n	30
First-Year Rent (A)	$A = Y^x(-x\%)/(1-(1+x\%)^n)$	1,05,864

Now, for subsequent years, this table illustrates the proportional rent derived from the initial premium, adjusted annually with a 7% increase over the 30-year lease term.


Total Built up area is **500 square meter**

Year	Annual increase in Rent	Proportional Annual Rent derived from Premium (Rs.)	Rate of Rent per sqm per annum (Proportional Annual Rent/ Built up area)
1996	0%	105864	212
1997	7%	113275	227
1998	7%	121204	242
1999	7%	129688	259
2000	7%	138766	278
2001	7%	148480	297
2002	7%	158873	318
2003	7%	169995	340
2004	7%	181894	364
2005	7%	194627	389
2006	7%	208251	417
2007	7%	222828	446
2008	7%	238426	477
2009	7%	255116	510
2010	7%	272974	546
2011	7%	292082	584
2012	7%	312528	625
2013	7%	334405	669
2014	7%	357813	716

2015	7%	382860	766
2016	7%	409660	819
2017	7%	438337	877
2018	7%	469020	938
2019	7%	501852	1004
2020	7%	536981	1074
2021	7%	574570	1149
2022	7%	614790	1230
2023	7%	657825	1316
2024	7%	703873	1408
2025	7%	753144	1506
<b>Present Value of total premium paid in 30 years</b>		10000000	15873

Applicable Rent After Expiry (From January 1, 2026, if Renewed) will be Rs.**1506/-** per square meter per annum and rent will be increased 5% on every 1<sup>st</sup> April in terms of SEEPZ Authority's Circular No. 13/2024 dated 10.01.2024.

**Recommendations:** Draft Policy is placed before the Authority for consideration.

*Recd. by*    
 16/04/2025

**SEEPZ SEZ AUTHORITY**  
**SEEPZ-SPECIAL ECONOMIC ZONE, GOVT. OF INDIA**  
**MINISTRY OF COMMERCE & INDUSTRY**  
**MUMBAI**  
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कार्यसूची मद संख्या

**AGENDA ITEM NO. 06**

**A. Proposal No:**

Proposed Policy for the Transfer of Assets and Liabilities for Sub-Leases of Galas with Terms of 5 Years, and Long-Term Sub-Leases for Plots/Galas with Durations of 30, 95, and 99 Years in the SEEPZ SEZ Estate.

**B. Relevant provision of SEZ Act, 2005 & SEZ Rule, 2006**

- Rule 11(5) of SEZ Rules, 2006 to be read with Instruction No 98 dated 29.08.2019.
- Rule 74 and 74A of SEZ Rules, 2006 to be read with Instruction No 108 dated 11.10.2021.
- Rule 8 of SEZ Authority Rules, 2009.

**C. Preamble:**

In many cases, existing units have made significant investments in machinery, furniture, and human resources. Evicting such units and auctioning the space to a new entity is a time-consuming process that can disrupt employment and hinder export promotion. Furthermore, prospective buyers will not take the liabilities of the existing unit.

Additionally, certain units may seek to merge operations, or a unit structured as an LLP may wish to integrate with a company to meet client requirements for dealing with a single corporate entity. To address these challenges, an alternative process is introduced, allowing companies or LLPs to take over an existing unit along with its liabilities—without requiring an auction.

This draft policy proposes an improved framework for the Transfer of Assets and Liabilities related to Gala/Plot allocations within SEEPZ SEZ. It aims to enhance transparency, competition, and revenue generation while streamlining the transition process.



**D. Available Plots/ Galas in SEEPZ SEZ estate are as under:**

1. **Galas in SDF 1 to 6 and 8, G&J 1 to 3; NEST-01 & 02 and future buildings of SEEPZ Authority - 5-year Sub-Lease:** SEEPZ SEZ Authority charges rent from these Galas, and the rent is subject to revision every year by SEEPZ SEZ Authority.
2. **Galas in SDF-VII allotted by MIDC on 30-year sub-lease with a one-time premium payment at the time of the sub-lease agreement:** SEEPZ SEZ Authority charges nominal rent as per the sub-lease agreement.
3. **Plots allotted on 95 or 99 years (SEEPZ++ Tower 1 & 2, Multi-storied Building) sub-lease with a one-time premium payment at the time of the sub-lease agreement:** SEEPZ SEZ Authority charges nominal rent as per the sub-lease agreement.
4. **Plots allotted to public utilities in the non-processing area on a 30-year sub-lease agreement (e.g., Bank Buildings):** SEEPZ SEZ Authority charges nominal rent as per the sub-lease agreement.
5. **Plots/ Galas allotted to public utilities in the non-processing area on a 5-year renewal sub-lease agreement (e.g., Gala in BFC, Public Utilities, Bank Buildings):** SEEPZ SEZ Authority charges rent from these Galas, and the rent is subject to revision every year by SEEPZ SEZ Authority.

**E. GALAS ALLOTTED BY SEEPZ AUTHORITY ON 5 YEARS SUB-LEASE:**

1. To prevent disruptions in employment and exports, an alternative process allows companies or LLPs to take over existing units along with their liabilities, avoiding the time-consuming eviction and auction process, an operational unit may transfer its Assets & Liabilities to another unit, subject to the conditions outlined in Rule 74A of the SEZ Rules, 2006, and the prior approval of the Approval Committee. This also facilitates mergers and structural changes to meet business requirements without requiring an auction.
2. Provided, the incoming unit (taking over the assets and liabilities of the transferring unit) must pay the highest rent being paid by any unit in the same or a similar building at the time of transfer.

**F. PLOTS AND GALAS IN SDF-VII / SEEPZ++ TOWERS 1 & 2 / MULTI-STOREYED BUILDINGS ALLOTTED BY MIDC: 30-YEAR, 95-YEAR, AND 99-YEAR RENEWABLE SUB-LEASES WITH ONE-TIME PREMIUM PAYMENT:**

1. The authority charges lease rent at a nominal rate from these Plots and Galas based on their built-up area. Unit holders have paid a premium amount for their sub-lease period at the time of possession. However, it has been observed that if such Plots or Galas are under-utilized or not utilized by the unit holders for the purpose for which the space was allotted, it results in a loss of foreign exchange and employment. Conversely, if an operational unit is maintained, it will contribute to the generation of foreign exchange and employment.
2. Sometimes, agencies such as ED, NCLT, DRT, or Financial Institutions take possession of a unit but are unable to initiate the auction process, leading to a loss of foreign exchange and employment generation. To address these issues, a policy is required to reduce litigation and ensure the early disposal of assets.
3. To streamline the transfer of assets and liabilities within the SEEPZ Special Economic Zone (SEZ), this policy establishes clear guidelines based on the nature of the transfer and the operational status of the unit. Following principles set by the Maharashtra Industrial Development Corporation (MIDC) and Maharashtra Airport Development Company Limited (MADCL), transfers are classified as either "Formal" or "Non-Formal," each with specific requirements and associated charges. This classification ensures a balance between facilitating legitimate business transactions and maintaining the economic viability and compliance of SEZ units.

**3.1 Formal Transfer:**

Transfers that meet specific criteria may be classified as "Formal Transfers". These transfers typically represent internal restructuring, legal obligations, or minor administrative changes that do not result in a significant change in ownership or control of the underlying assets. Therefore, SEEPZ Authority may not charge any transaction charges to facilitate these transfers and minimize administrative burden. These transfers shall be subject to the approval of Approval Committee of SEEPZ in terms of SEZ Act, 2005 and rules made thereunder read with Instruction No 109 dated 18.10.2021 as amended.

**Formal Transfers shall include following type of Transfers subject to Approval Committee's discretion and specific circumstances:**

**3.1.1 Formal Transfers where minimum transfer charges as "Processing Fees" will be charged:**

- (i) The plot holder wants to change the constitution and include his blood relations or close relations (i.e. husband/ wife/ sons/ daughters/ father/ mother/ brothers/ sisters or removal of any person) excluding the legal heir.
- (ii) The transfers due to death or by bequeath/ will/ heirship.

(iii) All involuntary transfers including amalgamation, demergers etc. under the direction of the Competent Court/ Tribunals/ Government Body.

(iv) Change in the name of legal entity other than Public Limited Company and shareholding of original Directors/ Shareholders is not going below 51%.

a) Converting Partnership firm to Private Limited/ Public Limited and increasing the numbers of Directors/ Shareholders and if the shareholding of original Directors/ Shareholders is not going below 51%.

b) Converting Private Limited company to Public Limited company and increasing the numbers of Directors/ Shareholders as per the required law if the shareholding of original Directors/ Shareholders is not going below 51%.

c) In Public Limited company if the shareholding other than Public Share of Original Shareholders is not getting less than Majority and if the control on management as per companies act 1956 is remain with them.

**3.1.2 Processing Fees for Formal Transfer similar to the established principals as per MIDC Circular No. 2633 dated 12 May 1998, however, fees of Rs. 10,000 will apply irrespective of the area.**

**3.1.3 Formal Transfers where no fee/ premium will be charged:**

(i) Transfer from promoter of the proposed private limited company to private limited company incorporated by the promoter within stipulated time period.

(ii) Change in the name of the proprietary concern/ partnership firm, without changes in the individual proprietor/ partners, or

(iii) Change in the name of the limited company under the provisions of the Companies Act 1956. or

(iv) Where there is change of management of the limited company not involving transfer of interest in the Land/ Gala there being no transfer of interest.

### **3.2 Non-Formal Transfer:**

Any transfer that does not qualify as a Formal Transfer will be classified as a Non-Formal Transfer. A unit may transfer its assets and liabilities to another unit, subject to the conditions specified in Rule 74A of the SEZ Rules, 2006, and with prior approval from the Approval Committee.

3.2.1 Such transfers shall be permitted upon payment of transaction charges, in accordance with the established policies of the Maharashtra Industrial Development Corporation (MIDC) and the Maharashtra Airport Development Company Limited (MADCL). Relevant paras of said policies are iterated in Annexure-A.

3.2.2 Since the Plot/ Gala-holders, eligible to Transfer the Asset & Liabilities in terms of Rule 74A of the SEZ Rules, 2006 are operational units, and are already 100% developed, the minimum transactional charges specified in the MIDC and MADCL policies shall apply. Accordingly, a transaction charge of 10% shall be levied, as outlined in:

- a. Paragraph 1 of the Circular (F. No. MIDC/DCM/Transfer Guidelines/651/2633, dated 12.08.1998); and
- b. Sub-clause (ii) of Paragraph 5.3 of the Policy for Transfer of Leasehold Rights of Plot/Unit/Apartment in the MIHAN Notified Area, issued by MADCL.

Relevant paras of above referred Circulars are attached in the **Annexure 1**.

**Differential Premium:** As per the Transfer Policy of Maharashtra Industrial Development Corporation (MIDC) and the Maharashtra Airport Development Company Limited (MADCL), differential premium is the amount equivalent to the difference between the present premium of such Plot/ Gala and premium at the time of allotment of Plot/ Gala to the existing Plot/ Gala holder.

In the case of SEEPZ, the Differential Premium can be calculated using any one of the following methods. The "Initial Premium" refers to the amount paid by the unit at the time of original allotment of the Plot/ Gala, while the "Present Premium" shall be determined as the highest of the below alternatives as detailed below. The calculation of all the above mechanisms are as below:

**Alternate 1:** The "Present Premium" is determined as per latest Industrial Land Allotment Rate as per circular of MIDC. As per Chapter IV, Land Pricing and Allotment, Clause 4.1, MIDC allots plot of land on lease basis for a period of 95 years on recovery of upfront lease premium at rates fixed from time to time. Hence, proportioning of the allotment rate for subject lease period in case of SEEPZ is considered for the purpose of determination of land allotment rate or "Present Premium". The latest circular of MIDC in this regard is Circular No. P71225 dated 15.03.2024 in which the industrial land allotment rate for Marol, Andheri (East) is Rs. 63,180 per sqm.

In case of sub-lease period is different than 95 years, per square meter "present premium" will be calculated as below:

Present Premium (Per Square Meter)

$$\text{Present Premium (₹/sqm)} = \frac{\text{Industrial Land Allotment Rate} \times \text{Period of Sub-Lease (in years)}}{95}$$

**Alternate 2:** The Transaction Value agreed upon between the existing unit transferring the sub-lease and the incoming unit taking over the assets and liabilities.

4. Further, Units may be classified on the basis of status of their operations also.

#### **4.1 Operational Units:**

##### **a) Operational Units wishes to Transfer of Assets under Rule 74A of SEZ Rules, 2006 within the sub-lease period:**

Units have to apply before SEEPZ Approval Committee for Transfer of Assets under Rule 74A of SEZ Rules, 2006 and only after approval from the Approval Committee, unit may transfer the Asset & liabilities after payment of transaction charges @10% on the Differential Premium as defined above.

*These charges will be over and above the outstanding dues, lease rent as per sub-lease agreement and other applicable charges in SEEPZ Authority such as Services charges, BMC charges, Fire Cess etc.*

#### **4.2 Non-Operational Units:**

Since such units occupy space without contributing to foreign exchange or employment, they undermine the purpose of the SEZ Zone. However, these Plots/Galas have been leased for 30, 95, or 99 years upon payment of a premium amount. Therefore, a policy is needed to address these issues, minimize litigation, and facilitate the early disposal of assets.

##### **a. Plots/ Galas which are non-operational within sub-lease period:**

Plots/ Galas whose Sub-Lease agreement period is not expired but unit on such Plot/ Gala is non-operational then In this type of cases, the decision of Interim Application (L) No 5547 of 2020 in Company Petition No 641 of 2024 in the matter of SEEPZ SEZ Authority Versus Core Education and Technologies Ltd (under Liquidation) may be referred, wherein the Hon'ble High Court of Bombay has directed to SEEPZ Authority to refund Premium amount to the Official Liquidator and Official Liquidator shall handover the possession of the premises including the movables on "as is whereas basis" to the SEEPZ Authority.

In the same line, SEEPZ Authority may offer the unit "proportionate premium", calculated using the straight-line method for the remaining period of the sub-lease as defined in para 10 of Annexure-A of Instruction No 108 dt. 11.10.2021 of MoC&I. Annexure 2 of this document may be referred herein for sample calculation.

##### **b. Plots/ Galas under possession of Agency (viz. ED/ DRT/ NCLT/ Financial Institutions- hereinafter will be referred as "Agency")**




In such type of cases, Agency (viz. ED/ DRT/ NCLT/ Financial Institutions - hereinafter will be referred as Agency) may Auction the Plot/ Gala within a reasonable time period and before the expiry of the Sub-Lease period.

It is proposed that Transaction Charges @10% may be charged from the incoming unit on the Differential Premium. Differential Premium in such case shall be the difference between the premium amount paid at the time of Original allotment of Plot/ Gala and the Premium amount (excluding the cost of movables and liabilities, as determined) discovered by the auction conducted by NCLT, DRT, banks, or other financial institutions since these entities have already done price discovery in transparent manner. These charges shall be over and above the outstanding dues, lease rent and other applicable charges in SEEPZ SEZ Authority such as Services charges, BMC charges, Fire Cess etc.

However, in case of the Agency is not able to auction the said Plot/ Gala in reasonable time-period results the premises remain idle, causing a loss of Foreign Exchange and Employment, it is proposed that the premises shall be taken over by the Authority for an un-utilised proportionate premium as mentioned in **Clause 4.2(a)** above. The SEEPZ Authority may then E-Auction the plot, as decided in Agenda Item No. 11 of the 71<sup>st</sup> Authority Meeting held on 04.02.2025.

Furthermore, after expiry of sub-lease, agency does not have any right to hold the possession of Plot/ Galas taken over in possession during the valid sub-lease period of such property.

**Recommendations:** Policy is placed before the Committee for consideration.

Priced   
16/04/2025

## **Annexure 1**

### **Determination of Transaction Charges during Transfer of Asset & Liability on Exit from SEEPZ SEZ:**

As these plots/galas have been sub-leased for a period of 30 years, 95 years, or 99 years upon payment of a premium for specified use in accordance with the SEZ Act, 2005, and the rules made thereunder, there is a need for a policy to define the charges applicable for the transfer of assets and liabilities of the plot/gala for the remaining duration of their sub-lease when the unit wishes to exit.

To finalize the policy for SEEPZ to non-formally transfer the Asset & liabilities, we have taken reference from policies adopted by various state government agencies of State of Maharashtra viz. ***"Transfer guidelines for - Industrial plots/sheds/Residential plots, Galas in Flatted Type Buildings, Residential Flats -Modified Guidelines of Maharashtra Industrial Development Corporation (MIDC) and "Policy for Transfer of leasehold right of plot/unit/apartment in the MIHAN Notified by Maharashtra Airport Development Company Limited (MADCL)"***

- i. As per "Transfer guidelines for - Industrial plots/sheds/Residential plots, Galas in Flatted Type Buildings, Residential Flats - Modified Guidelines of Maharashtra Industrial Development Corporation (MIDC):**

#### **FORMAL TRANSFER**

*Formal Transfers where minimum transfer charges will be charged:*

1. *The plot holder wants to change the constitution and include his blood relations or close relations (i.e. husband / wife / sons / daughters / father / mother / brothers / sisters or removal of any person) excluding the legal heir.*
2. *The transfers due to death or by bequeath / will / heirship*
3. *All involuntary transfers including amalgamation, demergers etc. under the direction of the Competent Court / Tribunals / Government Body.*
4. *Transfer from promoter of the Co-op. society to the Co.op. Society registered under Maharashtra Co.op. Society Act.*

*Formal Transfers where no fee / premium will be charged:*

1. *Transfer from promoter of the proposed private limited company to private limited company incorporated by the promoter within stipulated time period*
2. *Change in the name of the proprietary concern / partnership firm, without changes in the individual proprietor / partners or change in the name of the limited company under the provisions of the Companies Act 1956. or where there is change of management of the limited company not involving transfer of interest*

*in the land/Shed/gala there being no transfer of interest.*

#### **NON-FORMAL TRANSFERS**

*Any transfer which does not fall under the formal transfers referred to above will be treated as a NON-FORMAL transfer, and will be permitted subject to the recovery of the differential premium as mentioned below:*

- 1. Where the Licensee/Lessee has constructed or consumed at least 10% of the permissible F.S.I. of the plot area, such transfer will be permitted on recovery of 10% of the differential premium.*
- 2. Where the condition at (1) above is not fulfilled, i.e., has not constructed at least 10% of the permissible F.S.I. of the plot area, such transfer will be permitted on recovery of 30% of the differential premium."*
- ii. As per Policy for Transfer of leasehold right of plot/unit/apartment in the MIHAN Notified by Maharashtra Airport Development Company Limited (MADCL):**

#### **FORMAL TRANSFER**

As per para 4.1 of the said policy:

*The following transfers shall be considered as Formal Transfer and will be permitted on payment of minimum processing fee. i) Transfer by a natural person/individual allottee to a partnership firm by inducting his blood relation as partners viz. husband/wife/son/unmarried daughter/father/mother/brother /sister /daughter-in-law of the intending transferor or in case, original partners want to delete any of the persons (excluding legal persons) and induct the aforesaid blood relations. ii) Transfer because of death i.e. by bequeath/will/heirship, pursuant to a Succession Certificate or Heirship Certificate or in case of Will by a probate or letters of administration issued by a court of competent jurisdiction.*

#### **NON-FORMAL TRANSFER**

As per para 5.3 of the said policy is reiterated below:

**5.3. The transfer of plot/unit/apartment shall be permitted after recovery of Processing Fee or Transfer Charges depending upon the mode of transfer.**

**The rates of Processing Fee or Transfer Charges are summarized in the table given below:**

<b>Processing Fee</b>	<b>Transfer Charges</b>	
<b>Processing Fee shall be at the</b>	<b>Developed Plots:</b>	<b>Open Plots:</b>

rate of Rs. 50 per sq.mtr. of area subject to minimum of Rs. 5000/- For Calculation of Processing Fee: (i) The plot area shall be considered in case of open plot. or (ii) The carpet area in case of apartment. or (iii) The area proposed to be transferred in all other cases.	(i) 30% of Differential Premium if development carried out is below 20% (ii) 10% of Differential Premium if development carried out is 20% or more.	30 % of differential premium subject to minimum amount equivalent to processing fee.
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Note: 1) **'Differential Premium'** shall mean the difference between the land premium rate at the time of allotment of the plot/unit/apartment or the rate at the time of previous transfer and the prevailing rates as determined by the Company from time to time.

2) The percentage construction or development is the percentage of permitted FSI consumed at a particular time under reference.

In light of the above, it is proposed that the Authority may impose Transaction Charges for non-formal transaction. Given that the sub-leased Galas are bare units in buildings constructed by the SEEPZ SEZ Authority, the development percentage exceeds 20% and the Floor Space Index (FSI) consumed is more than 10%. Therefore, the charges specified in paragraph 1 of the Circular (vide F No. MIDC/DCM/Transfer Guidelines/651/2633, dated 12.08.1998) and sub-clause (ii) of paragraph 5.3 of the Policy for Transfer of Leasehold Rights of Plot/Unit/Apartment in the MIHAN Notified Area by Maharashtra Airport Development Company Limited (i.e., 10% of the differential premium) may be applicable. However, considering that in the case of a SEEPZ Gala/Plot, the unit holder cannot sell the premises but can only recover the Asset & Liability along with a proportionate premium amount, it would be appropriate to charge a 10% transaction charge on the Differential Premium.

## **Annexure 2**

Further, there are some cases wherein the Transfer of Asset & Liabilities are delayed because of non interest of Sub-leasee. Sub-leasee is delaying transfer process for better options or possession has been taken by any Agency such as ED/ NCLT/ DRT/ Financial Institutions and they are not able to start the process of Auction, which in turn causing to loss of Foreign Exchange, Employment Generation. Therefore, Policy is required to address these issues to reduce litigation, early disposal of asset.

In this type of cases, the decision of Interim Application (L) No 5547 of 2020 in Company Petition No 641 of 2024 in the matter of SEEPZ SEZ Authority Versus Core Education and Technologies Ltd (under Liquidation) may be referred, wherein the Hon'ble High Court of Bombay has directed to SEEPZ Authority to refund certain amount to the Official Liquidator and Official Liquidator shall handover the possession of the premises including the movables on "as is whereas basis" to the SEEPZ Authority.

In view of the above, SEEPZ Authority may offer the unit or Agency (as the case may be) "proportionate premium", calculated using the straight-line method for the remaining period of the sub-lease as defined in para 10 of Annexure-A of Instruction No 108 dt. 11.10.2021 of MoC&I. The illustration of calculation is as per below:

For illustration, if a 100 sqm plot is handed over to a unit in year 2011 at a premium of Rs. 3,00,00,000 for 30 years, the yearly premium for that plot is Rs. 10,00,000 i.e., Rs. 3,00,00,000/30. If in the year 2025 wherein the un-utilised sub-lease period is 15 years (i.e., 2011+40-2025), SEEPZ SEZ Authority wishes to take over that particular plot, it needs to pay Rs. 1,50,00,000 (i.e., Rs. Rs. 10,00,000 x 15).

**Maharashtra Airport Development Company Limited**

**(CIN: U45203MH2002SGC136979)**

**Policy for Transfer of leasehold right of plot/unit/apartment in the MIHAN notified area, Nagpur**

In the 50<sup>th</sup> meeting of the Board of Directors held on the 22<sup>nd</sup> of June 2015, it was decided that a Transfer Policy to address all transfer related issues arising in MIHAN should be formulated and implemented. Thereafter in the 55<sup>th</sup> meeting of the Board of Directors held on the 7<sup>th</sup> of July 2016, it was decided that a Sub-Committee comprising of Shri. D.K Jain, IAS, Additional Chief Secretary - Finance, Shri Vishwas Patil, IAS, Vice Chairman & Managing Director, MADC, Dr. Nitin Kareer, IAS, Principal Secretary, Urban Development Department(I), Govt. of Maharashtra, Shri Bhushan Gagrani, IAS, Vice Chairman & Managing Director, City and Industrial Development Corporation of Maharashtra Ltd. (CIDCO), Shri Sanjay Sethi, IAS, Chief Executive Officer, Maharashtra Industrial Development Corporation (MIDC), should be formed to deliberate the said policy. Accordingly the sub-committee has drafted a Transfer Policy as follows:

**1. Submission of application for Transfer of leasehold right**

- 1.1. An intending transferor whether within or outside processing SEZ Area will be permitted to transfer its leasehold rights in the plot/unit/apartment and the benefits derived under the agreement to lease and/or the lease deed or the deed of apartment, as the case may be, only after obtaining prior written approval from Vice-Chairman & Managing Director, MADC (the "**Managing Director**") or any other authorized officer of the Company and upon payment of Processing Fee or Transfer Charges as decided by the Company, from time to time.
- 1.2. The intending transferor shall submit the application to the Managing Director or any other officer of MADC, so authorized, in the format prescribed at **Annexure "A"** hereto alongwith an Affidavit-cum-undertaking of the transferee in the format as prescribed at **Annexure "B"**

hereto for transfer of leasehold right of plot/unit/apartment to other party.

**2. Documents required to be submitted for transfer**

2.1. The application in the format prescribed at **Annexure "A"** should be submitted alongwith the following documents:

2.1.2 Copy of document (Agreement to Lease/Lease Deed/Deed of Apartment/Deed of Assignment) of which the title is proposed to be transferred.

2.1.3 Affidavit-cum-Undertaking of the transferee duly stamped as per format provided in **Annexure "B"** hereto.

2.1.4 Documents in support of having cleared all dues of MADC.

**2.2. Additional Documents:** Following additional documents shall be required to be submitted:

2.2.1. In case the plot/unit/apartment, had earlier been mortgaged with the permission of the Company in favour of a financial institution/employer/transferor etc., a NOC from the said financial institution/employer/transferor etc. as the case may be.

2.2.2. In case the applicant is a member of a Co-operative Housing Society:-

- i) Resignation of outgoing member
- ii) Resolution passed by the Society for acceptance of resignation of outgoing member as well as admission of new member
- iii) A certificate of the Society certifying the carpet area of the unit to be transferred /constructed.

2.2.3. In case the Transferor/Transferee is a Partnership Firm:-

- i) Registration Certificate of Partnership Firm
- ii) Deed of Partnership/Deed of Retirement
- iii) If one partner signs the transfer application then Power of Attorney

executed by other partners in his favour.

2.2.4. In case the Transferor/Transferee is a Private Limited Company:-

- i) Memorandum and Articles of Association of transferor Company
- ii) Resolution passed by the transferor and transferee for transfer/purchase of plot/unit/apartment by the authorised signatory.
- iii) Certificate of Chartered Accountant of transferor and transferee showing the present status of the share capital.

2.2.5. In case the transferee is a legal heir or representative of the transferor:-

- i) In the event the transferor dies intestate then Succession Certificate or Heirship Certificate issued by a court of competent jurisdiction; or
- ii) In the event the transferor has made a Will then a probate or letters of administration or succession certificate issued by a court of competent jurisdiction

2.2.6. In case of plot/unit/apartment being in processing SEZ, the intending Transferee should produce a copy of the letter of Approval granted to the transferee under the SEZ Act, 2005.

### **3. Processing of application**

The officer of the Company, so authorized for the same, shall scrutinize application and shall confirm that;

- i) The application for transfer of plot/unit/apartment is signed by the intending transferor or by the person authorized by them.
- ii) The photocopies of relevant documents are enclosed with the application.
- iii) The intending transferor has not committed breach of any of the conditions of the agreement to lease/lease deed.



- iv) The details given in the application and details appeared on the photocopies of documents enclosed with the application are similar to the facts on record.
- v) If found necessary, the officer of the Company so authorized, may call for additional information or documents.

#### **4. Modes of Transfer**

The transfer has been categorized as Formal Transfer and Non-Formal Transfer, as described herein below.

**4.1. Formal Transfer:-** The following transfers shall be considered as Formal Transfer and will be permitted on payment of minimum processing fee.

- i) Transfer by a natural person/individual allottee to a partnership firm by inducting his blood relation as partners viz. husband/wife/son/unmarried daughter/father/mother/brother /sister /daughter-in-law of the intending transferor or in case, original partners want to delete any of the persons (excluding legal persons) and induct the aforesaid blood relations.
- ii) Transfer because of death i.e. by bequeath/will/heirship, pursuant to a Succession Certificate or Heirship Certificate or in case of Will by a probate or letters of administration issued by a court of competent jurisdiction.

**4.2. Non-Formal Transfers:-** Any other transfer which is not covered under Formal Transfer as referred above will be treated as Non-Formal Transfer and will be permitted on payment of Transfer charges.

- i) Transfer arising out of inducting individual not being blood relation, as mentioned in Clause 4.1(i).
- ii) Changes in partners of the firm not being in blood relation.
- iii) Change from proprietor/partnership firm to company. However, at the time of such transfer if the share of the original partners in the new company continues to remain more than 51% then the

transfer shall be treated as Formal Transfer.

- iv) One limited company to other company.
- v) From private limited company to individual or partner of the partnership firm.
- vi) All involuntary transfers pursuant to any order/scheme of the competent courts/tribunals/appropriate Government/BIFR/AAIFR etc.
- vii) In case of any scheme of amalgamation, takeover, merger or demerger etc. are framed between two or more entities in the ordinary course of business as part of their Corporate/business strategy, mere sanction to such scheme by the Competent Authority/Tribunal or Court, as the case may be.

Explanation (1) Mere change in the name of the proprietary concern/partnership firm, Company without change in constitution or mere change in limited company under the Companies Act, 2013 or where there is change of management of the limited company not involving transfer of interest in the plot/unit/apartment by the said company, such changes will be noted by the Company without recovery of the Processing Fee or Transfer Charges. Provided that consequent upon name change there is also change to the extent of more than 51% share in the constitution of the original intending transferor being either a firm or a company then such a case of transfer shall be considered as Non-Formal transfer and shall be permitted on recovery of Transfer Charges.

## **5. Rate of Processing Fee and Transfer Charges**

- 5.1. Subject to the conditions stipulated in Clause 4.1 all the Formal Transfers shall be permitted by charging Processing Fee.
- 5.2. Subject to the conditions stipulated in Clause 4.2, all Non-Formal Transfers shall be permitted on recovery of Transfer Charges.

5.3. The transfer of plot/unit/apartment shall be permitted after recovery of Processing Fee or Transfer Charges depending upon the mode of transfer. The rates of Processing Fee or Transfer Charges are summarized in the table given below:

Processing Fee	Transfer Charges	
<p>Processing Fee shall be at the rate of Rs. 50 per sq.mtr. of area subject to minimum of Rs. 5000/-.</p> <p>➤ <i>For Calculation of Processing Fee:</i></p> <p>(i) <i>The plot area shall be considered in case of open plot.</i></p> <p style="text-align: center;"><i>or</i></p> <p>(ii) <i>The carpet area in case of apartment.</i></p> <p style="text-align: center;"><i>or</i></p> <p>(iii) <i>The area proposed to be transferred in all other cases</i></p>	<p><b>Developed Plots:</b></p> <p>(i) 30% of Differential Premium if development carried out is below 20%</p> <p>(ii) 10% of Differential Premium if development carried out is 20% or more.</p>	<p><b>Open Plots:</b></p> <p>30 % of differential premium subject to minimum amount equivalent to processing fee</p>
<p><b>Note:</b> 1) 'Differential Premium' shall mean the difference between the land premium rate at the time of allotment of the plot/unit/apartment or the rate at the time of previous transfer and the prevailing rates as determined by the Company from time to time.</p> <p>2) The percentage construction or development is the percentage of permitted FSI consumed at a particular time under reference.</p>		

## 6. General Terms and Conditions of transfer

6.1. The intending transferor/transferee should neither enter into transfer transaction nor shall be entitled to present any documents of transfer for registration either on its own or through its agent without the prior written permission from the Managing Director or the authorised officer of the Company. The permission so granted should be made part of such transfer documents. Provided that the transfer of any

plot/unit/apartment situated within the SEZ area will be permitted subject to the approval of the Board of Approval under the Special Economic Zones Act, 2005 and the transferee holding a valid Letter of Approval.

- 6.2. **Transfer before execution of Lease Deed:-** Subject to the conditions stipulated in Clause 7.1 of this Policy, in case the intending transferor wants to transfer the plot at any time after execution of the agreement to lease but before execution of the lease deed, the Managing Director may permit such a transfer through a Tripartite Agreement between the Company, the intending transferor and transferee and payment of Processing Fee or Transfer Charges, as the case may be. If after payment of Processing Fee/Transfer Charges, as the case may be, and obtaining permission from the Managing Director or the authorised officer of the Company, the proposed transaction/transfer does not materialize or gets cancelled for any reason the Processing Fee or Transfer Charges paid to the Company shall stand forfeited to the Company.

Provided that in the cases where the allotment is on application basis no transfer shall be allowed prior to execution and registration of the agreement to lease.

- 6.3. Further before any transfer is effected, the intending transferor is required to have paid to the Company all the outstanding amount on account of service charges, annual lease rent etc. alongwith delayed payment charges, if any, upto the date of transfer.
- 6.4. No intending transferor will be permitted to transfer the plot/unit/apartment if he has committed breach of any of the terms of the agreement to lease/lease deed/deed of apartment or the statutory provisions, till such time the breach is remedied.
- 6.5. The intending transferor shall execute and register any deed of transfer/assignment, only after submission of draft copy of such agreement to the Company and taking prior permission from the

Managing Director or authorised officer of the Company. The Company shall have discretion of rejecting such permission; if such agreement is affecting any provision of the agreement to lease/lease deed/deed of apartment or affecting the development or operations of the MIHAN project, as the case may be. The intending transferor shall submit the executed and registered copies of such deed, within twenty (20) days from the date of execution, to the Company, failing which the permission to transfer granted by the Company shall be deemed to have lapsed automatically without any further communication from the Company. The aforesaid condition shall be applicable to cases irrespective of the fact that the Processing Fee/Transfer Charges has been paid or not by the intending transferor/transferee. In the event the intending transferor has paid the Processing Fee/Transfer Charges to the Company but has failed to furnish the executed and registered copy of the deed of assignment within the aforesaid period, the Company shall get the entire amount paid by the intending transferor to the Company towards the Processing Fee/Transfer Charges forfeited to the Company.

- 6.6. In the deed of transfer/assignment by which the plot/unit/apartment is proposed to be transferred, the intending transferor shall impose upon the transferee an obligation to perform the conditions of the agreement to lease/lease deed/deed of apartment, as the case may be, executed with the Company and the covenants of the lease granted to a company or to the society, or the apartment owner, or Association of Apartment Owners, as the case may be.
- 6.7. Where the plot/unit/apartment is mortgaged without prior written consent of the Company or where such consent is given by the Company but i) the intending transferor is found in material breach of its obligations under the terms of the agreement to lease/lease deed/deed of apartment or of the consent, the Company shall without prejudice to its rights to terminate the lease/allotment and/or to

repossess the plot/unit/apartment and/or to adopt any other recourse or remedy or proceedings; or ii) the intending transferor fails to repay the loan and the bank/financial institution initiates sale proceedings for disposing of the plot/unit/apartment, then the Company shall permit the transfer of the plot/unit/apartment subject to recovery of transfer charges in accordance with this Policy.

6.8. The transfer of the plot/unit/apartment by any intending transferor including the PAPs shall be for the remaining period of the lease term and shall be further subject to the conditions as may be imposed by the Company, from time to time.

6.9. No transfer, in any manner whatsoever, shall be permitted by the Company in respect of the plot/unit/apartment leased to:-

- a) the Government of India, the Government of Maharashtra, any undertaking fully owned by any of these Governments, to the local authorities, or autonomous bodies constituted by the Government of India or Government of Maharashtra under any Act for any public purpose, foreign Government Consulates; and
- b) the registered public charitable trust for educational, social, medical and sports activities, having regard to the guidelines approved by the Government, from time to time.

## **7. Specific Conditions of transfers**

7.1. **Transfer of Plot:-** The transfer of a plot on which less than 20% of the FSI has been consumed will be permitted as transfer of an open plot and accordingly the provisions of this Policy related to open plot will be applicable to such cases of transfer. If after completion of 20% of the construction on the plot the intending transferor is desirous of transferring only the remaining part of the plot on which there is no construction, the same will be permitted only after sub-division of the plot and thereafter the transfer will be treated as that of an open plot and accordingly the provisions of the Transfer Policy related to open plot

will be applicable to such cases of transfer. In the event the intending transferor is desirous of transferring the structure together with the plot then the transfer will be treated as transfer of open plot. In cases where construction has not been commenced or development permission has been granted but construction has not commenced, such plot will be considered as open plot for the purpose of transfer.

## **7.2. Transfer of Unit/Apartment**

- i) In case of plot allotted to the Co-Developer in processing SEZ or any other intending transferor outside processing SEZ, for construction of unit/apartment, no Processing Fee/Transfer Charges shall be payable at the time of sale of the unit/apartment by such Co-Developer/intending transferor to the buyer for the first time. However, all subsequent transfer by such buyers shall be treated as 'transfer' and depending on the mode of transfer the Processing Fee or Transfer Charges, as the case may be, shall be payable to the Company.
- ii) In case of apartment constructed by the Company on the plot vested in it, the original allottee of the apartment is not entitled to transfer the rights, benefits and interest he derives in the apartment before execution and registration of deed of apartment between the Company and the original allottee. Provided that, in a deserving case, if the allottee fulfils satisfactorily the terms and conditions of allotment of apartment, the Managing Director may, on payment of Processing Fee or Transfer Charges as the case may be, permit such type of transfer.

## **7.3. Transfer by Project Affected Persons (PAPs)**

- i) The first time transfer of plot/unit/apartment by PAPs shall be permitted as per the prevalent policy of the State Government for the PAPs.

- ii) All subsequent transfers shall be permitted in accordance with the Transfer Policy as applicable, from time to time.

#### **8. Time for Payment of the Processing Fee/ Transfer Charges**

Where the Company has decided to permit transfer on recovery of Processing Fee or Transfer Charges, as the case may be, the said amount shall be paid by the transferor within thirty (30) days from the date of receipt of the communication calling upon the transferor to pay the Processing Fee or Transfer Charges. If such payment so demanded is not made within the aforesaid period, then permission to transfer granted by the Company shall be deemed to lapse and the case shall be treated as closed. The Company may in its discretion (if, in the meanwhile there is no change in the rates of transfer charges) extend period upto 90 days for payment of such Processing Fee/Transfer Charges on payment of delayed payment charges in advance at such rate as may be fixed by the Company, from time to time on the amounts that remain unpaid after completion of 30 days from the date of receipt of the communication referred to above. If there is a change in the rates of Processing Fee/Transfer Charges, the same would be recoverable at the revised rate.

#### **9. Delegation of Powers**

The Managing Director is hereby delegated powers to take decision in all cases of formal and non-formal cases of transfer. All applications for transfer of plot/unit/apartment shall be addressed by the intending transferor to the Managing Director or any officer of the Company authorised in that behalf.

#### **10. Amendments**

The Company reserves its rights to amend, alter, add, cancel all or any part of the aforementioned Transfer Policy without notice and without assigning any reasons.



**ANNEXURE - "A"**

No. \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Date:

To,  
The Vice Chairman and Managing Director  
Maharashtra Airport Development Company Limited  
8<sup>th</sup> Floor, Centre I, World Trade Centre,  
Cuffe Parade,  
Mumbai - 400 005.

Sir,

Sub:- Grant of permission to transfer and assign the leasehold Rights in  
Plot/Unit/Apartment No. \_\_\_\_\_ admeasuring \_\_\_\_\_ sq. mtr.  
in Sector No. \_\_\_\_ in the MIHAN Notified Area, Nagpur

1. I am the Apartment/Shop Owner/Intending transferor of the Plot  
No./Unit No./Apartment No. \_\_\_\_\_ admeasuring \_\_\_\_\_ sq.mtr.  
in the MIHAN Notified Area (the "Plot/Unit/Apartment"). A copy of  
my Agreement to Lease/Lease/Deed of Apartment/Document  
indicating my right is enclosed.
2. I intend to transfer and assign my rights in the Plot/Unit/Apartment to  
Shri./Smt. \_\_\_\_\_ residing at \_\_\_\_\_ and  
request you to grant me the requisite NOC to transfer the Plot/  
Unit/Apartment.
3. I do not owe any dues to Maharashtra Airport Development Company  
Limited (the "Company") and have paid all the charges including the  
annual lease rent and the service Charges to the Company. I am  
enclosing the photocopies of the relevant receipts.
4. I undertake to pay requisite Processing Fee or Transfer Charges as  
determined by the Company within fifteen (15) days from receipt of

demand letter.

5. I have not sold/mortgaged or assigned or transferred by any means wholly or partly the said Plot/Unit/Apartment.
6. I hereby declare that the transferee has unconditionally agreed to abide with the terms and conditions of lease granted by the Company and also the Multi-modal International Hub Airport at Nagpur (Disposal of Land) Regulations of the MIHAN Notified Area, Nagpur issued by the Company, after grant of permission to transfer by the Company. I also undertake that transferee shall also abide with the condition of lease granted in my favour regarding not to sell, assign, mortgage or otherwise transfer wholly or partly the said Plot/ Unit/Apartment without previous permission of the Company.
7. I hereby solemnly declare that I have not violated at any time any term and condition of the original Agreement to Lease/ Lease / Deed of Apartment and the Plot/Unit/Apartment is being used as per stipulation.
8. An undertaking of the transferee, Shri. \_\_\_\_\_ is also enclosed herewith.
9. I undertake to execute Deed of Assignment in favour of the transferee within a period of 3 months from the date of permission and accordingly, I will furnish the certified copy of the Deed of Assignment within seven days after its registration.

Thanking you,

Yours faithfully,

Sd.

(xyz)

Annexure - "B"

AFFIDAVIT-CUM-UNDERTAKING

I, Shri/Smt. \_\_\_\_\_ intending transferee, an Indian Inhabitant, aged \_\_\_\_\_ years, occupation \_\_\_\_\_ residing at \_\_\_\_\_, do hereby solemnly affirm and state on oath as follows :-

1. The Plot No./Unit no/ Apartment No. \_\_\_\_\_ admeasuring \_\_\_\_\_ sq.mtr. in the MIHAN Notified Area (the "Plot/ Unit/ Apartment") is agreed to be leased or granted on lease by Maharashtra Airport Development Company Limited (hereinafter for the sake of brevity referred to as "the Company") to Shri./Smt. \_\_\_\_\_ Original Lessee for the purpose of \_\_\_\_\_. The lease granted is valid upto \_\_\_\_\_.
2. That the Original Lessee has agreed to assign/sale the above Plot/ Unit/ Apartment in my favour and accordingly I have agreed to accept the assignment or sale subject to the condition that the Company grants permission for such alienation or transfer.
3. I am aware about the terms and conditions of the lease granted in favour of the Original Lessee by the Company and I hereby unconditionally agree to abide with these terms and conditions.
4. I am also aware that I am not entitled to transfer, sell, assign, mortgage, under-let or otherwise transfer wholly or partly the Plot/ Unit/ Apartment or interest therein or part wholly or partly with the possession of the Plot/ Unit/ Apartment or permit any person to use wholly or partly the Plot/ Unit/ Apartment without obtaining prior permission in writing from the Company.
5. I also undertake the liability to remove at my cost the unauthorized construction if found to have been made by the transferor.
6. I further undertake that if any loss or damage is caused to the Company

due to this transfer in my favour, I shall indemnify or keep indemnified the Company.

7. I also hereby undertake that whatever outstanding dues are payable by the Original Lessee, I will pay the same without hesitation and also further undertake to pay the service Charges, lease rent, fees of the association, etc. as per the existing rules/regulations/policies in this regard.
8. I also undertake to abide by the terms and conditions of the Multi-modal International Hub Airport at Nagpur (Disposal of Land) Regulations of the MIHAN Notified Area, Nagpur issued by the Company.
9. Failure on my part or breach of any terms and conditions, the Company is entitled to evict me from the Plot/ Unit/Apartment or to initiate any action as per the conditions of the agreement to lease/lease.

Solemnly affirmed on oath the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

File No. K-43014(20)/2/2019-SEZ  
Government of India  
Ministry of Commerce & Industry  
Department of Commerce  
SEZ Division

Udyog Bhawan, New Delhi  
Dated the 13<sup>th</sup> May, 2022

To

The Development Commissioner  
SEEPZ SEZ, Mumbai.

Subject: Instruction no. 108 dated 11.10.2021 issued by DoC in connection to transfer of space by an existing unit under Rule 74 of the SEZ Rules, 2006 – reg.

Reference: (i) SEEPZ Letter no. SEEPZ-SEZ/EST/TP/2006-07/VOL-IV/010247 dated 21.01.2022.  
(ii) SEEPZ Letter no. SEEPZ-SEZ/EST/TP/2006-07/VOL-IV dated 19.04.2022.

Sir

I am directed to refer to SEEPZ letters under reference on the subject cited above and to state that the representations received from Gems and Jewellery Export Promotion Council (GJEPC) and SEEPZ Gems & Jewellery Manufacturers' Association (SGJMA) highlighting the challenges in the implementation of Instruction no. 108 have been duly examined in this department.

2. It is clarified that that the provisions of the said Instruction no. 108 provides merely an alternative method to enable space transfer in Government SEZs. It is worthwhile to underline that the alternative under Instruction no.108 is in addition to the extant options which are already available under provisions of Rules 74 & 74A of SEZ Rules, 2006. In case a SEZ unit intends to exit the zone under either of the erstwhile options under rules 74 or 74A, they are free to do so by following the due process which would ensure upholding the principles of propriety, transparency and competitiveness. However, if a unit chooses to exit as per provisions of Instruction no.108, they may consider to do so as an alternative / additional option. Irrespective of the option chosen for exit and space transfer under Instruction no 108 or extant provisions under Rules 74 & 74A, the fundamental tenet would remain that no unit shall be allowed to monetise the price escalation of the space allocated to them.

3. This issues with the approval of the competent authority.

*May like to see at desk stage, pl.*

Yours faithfully

*Aashish*

*13/5*

*वि.आ.*

(Ashish Prakash Sinha)

Under Secretary to the Govt. of India.

Tel: 011-23062496

E-mail: ashishprakash.sinha@nic.in

Copy to :

- All other Zonal Development Commissioners, SEZ (NSEZ, KASEZ, VSEZ, FSEZ, MEPZ, SEZ, CSEZ) for their information.
- Chairman, Gems and Jewellery Export Promotion Council (GJEPC).
- Chairman, SEEPZ Gems & Jewellery Manufacturers' Association (SGJMA).

महाराष्ट्र औद्योगिक विकास महामंडळ  
(महाराष्ट्र शासन अंगिकृत)

Maharashtra Industrial Development Corporation  
(A Government of Maharashtra Undertaking)

मुख्य कार्यालय : "उद्योग सारथी", महाकाली गुंफा मार्ग, अंधेरी (पूर्व), मुंबई ४०० ०९३. प्रिन्सिपल कार्यालय : ४,४ (ए) १२ वा मजला, वर्ल्ड ट्रेड सेंटर, सेंटर-१, कफ परेड, मुंबई ४०० ००५.  
Head Office : "Udyog Sarathi", Mahakali Caves Road, Principle Office : 4,4 (A), 12<sup>th</sup> Floor, World Trade Centre-1, Cuff Parade, Mumbai-400 005.  
☎: ०२२-४७४८४३९२/४७४८४६७९/९९ ☎: +९१-२२-४०९६९४५९/५४

www.midcindia.org

क्रमांक: मऔविम/भूविभाग/मव्य(भूमी)/P 121 764

दिनांक: 22/11/23

परिपत्रक

विषय: भूखंड / शेड / गाळा हस्तांतरणासाठी चटई निर्देशांकावर (FSI) आधारित फरकाची रक्कम आकारणेबाबत.

- संदर्भ: (१) परिपत्रक क्रमांक MIDC/DCM/Transfer Guidelines/ ६५१/२६३३, दि १२.०५.१९९८.  
(२) परिपत्रक क्रमांक मऔविम/भूविभाग/कार्यासन-१/३५९१०, दिनांक ०१.०२.२०१३  
(३) परिपत्रक क्रमांक मऔविम/मव्य(भूमी)/सी-०५५७९, दिनांक २१.०६.२०१९  
(४) परिपत्रक क्रमांक मऔविम/मव्य(भूमी)/डी-८६६५३, दिनांक २७.११.२०१९  
(५) परिपत्रक क्रमांक मऔविम/मव्य(भूमी)/डी-२२५४९, दिनांक ०२.०८.२०२१  
(६) परिपत्रक क्रमांक मऔविम/मव्य(भूमी)/बी-००१९२, दिनांक १२.०५.२०२३

महामंडळाच्या धोरणानुसार औद्योगिक क्षेत्रातील भूखंड हस्तांतरणासाठी बांधकामावर आधारित दरातील फरकाची रक्कम आकारून भूखंडाचे हस्तांतरण करण्यात येते. तथापि, दिनांक २१.०६.२०१९, ०२.०८.२०२१ व १२.०५.२०२३ रोजीच्या परिपत्रकांमध्ये अनुज्ञेय चटई निर्देशांकाच्या किमान ४० टक्के बांधकाम करणे बंधनकारक करण्यात आले असल्याने त्याअनुषंगाने भूखंड हस्तांतरण प्रकरणात देखील सुधारणा करणे आवश्यक आहे.

महामंडळाच्या औद्योगिक क्षेत्रातील भूखंड / शेड / गाळा हस्तांतरणासाठी चटई निर्देशांकावर (FSI) आधारित फरकाची रक्कम आकारणेबाबतचा प्रस्ताव महामंडळाच्या मा. सदस्य मंडळाच्या दिनांक १७.१०.२०२३ रोजी झालेल्या ३९७ व्या बैठकीमध्ये सादर करण्यात आला होता. सदर प्रस्तावावर बैठकीमध्ये सविस्तर चर्चा होऊन ठराव क्रमांक ६६१७ पारीत करण्यात आला असून पुढीलप्रमाणे धोरण निश्चित करण्यात आले आहे.

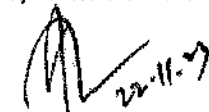
- (१) महामंडळामार्फत दिनांक २१.०६.२०१९ पूर्वी वाटप करण्यात आलेल्या आणि अनुज्ञेय चटई निर्देशांकाच्या (FSI) ४० टक्क्यापेक्षा कमी चटई निर्देशांक वापरून उत्पादनात असलेल्या सर्व प्रकारच्या भूखंड / शेड इत्यादींच्या अनौपचारिक हस्तांतर प्रकरणी जर प्रवर्गनिहाय मुळ विकास कालावधीमध्ये अनुज्ञेय चटई निर्देशांक (FSI) (Basic) च्या २० टक्के किंवा त्यापेक्षा जास्त बांधकाम केले असल्यास अधिमुल्यातील १० टक्के फरकाची रक्कम आकारण्यात यावी आणि जर अनुज्ञेय चटई निर्देशांक (FSI) (Basic) च्या २० टक्के पेक्षा कमी बांधकाम केले असल्यास अधिमुल्यातील ३० टक्के फरकाची रक्कम आकारण्यात यावी.

(२) महामंडळाने दिनांक २१.०६.२०१९ नंतर वाटप केलेल्या तसेच करारनामा कार्यान्वित केलेल्या सर्व प्रकारच्या भूखंड / शेड इत्यादींच्या अनौपचारिक हस्तांतर प्रकरणी दिनांक १२.०५.२०२३ रोजीच्या परिपत्रकानुसार जर प्रवर्गनिहाय सरसकट वाढीव विकास कालावधीमध्ये अनुज्ञेय चटई निर्देशांक (FSI) (Basic) च्या ४० टक्के किंवा त्यापेक्षा जास्त बांधकाम केले असल्यास अधिमुल्यातील १० टक्के फरकाची रक्कम आकारण्यात यावी आणि जर अनुज्ञेय चटई निर्देशांक (FSI) (Basic) च्या ४० टक्के पेक्षा कमी बांधकाम केले असल्यास अधिमुल्यातील ३० टक्के फरकाची रक्कम आकारण्यात यावी.

उदा. : महामंडळाच्या दिनांक १२.०५.२०२३ रोजीच्या परिपत्रकानुसार "अ" प्रवर्गातील औद्योगिक क्षेत्रांमध्ये प्राधान्य सदराखालील / ऑनलाईन थेट वाटप / ई-बिडींग पद्धतीने वाटप करण्यात आलेल्या भूखंडाचा मुळ विकास कालावधी व हस्तांतरणानंतर २ वर्षांचा विकास कालावधी देण्यात आलेल्या भूखंडांच्या बाबतीत भूखंडधारकाने २० टक्के बांधकाम करणे अनिवार्य आहे. सदर मुळ विकास कालावधीमध्ये भूखंडधारकाने २० टक्के किंवा त्यापेक्षा जास्त बांधकाम पूर्ण करून भूखंड हस्तांतरणाबाबत विनंती केल्यास अधिमुल्यातील १० टक्के फरकाची रक्कम आकारण्यात यावी. अन्यथा अधिमुल्यातील ३० टक्के फरकाची रक्कम आकारण्यात यावी.

तसेच, सदर भूखंडाचा मुळ विकास कालावधी संपल्यानंतर दिनांक १२.०५.२०२३ रोजीच्या परिपत्रकानुसार सर्वरीत २० टक्के बांधकाम करणेकरिता देण्यात येणा-या पुढील २ वर्षांच्या कालावधीमध्ये भूखंडधारकाने भूखंडावर एकूण ४० टक्के किंवा त्यापेक्षा जास्त बांधकाम पूर्ण करून भूखंड हस्तांतरणाबाबत विनंती केल्यास अधिमुल्यातील १० टक्के फरकाची रक्कम आकारण्यात यावी. अन्यथा अधिमुल्यातील ३० टक्के फरकाची रक्कम आकारण्यात यावी.

सदरहु परिपत्रक मा. मुख्य कार्यकारी अधिकारी, मऔविम यांचे मान्यतेने निर्गमित करण्यात येत आहे.

  
(अनिल भंडारी मा.प्र.से.)

सह मुख्य कार्यकारी अधिकारी (प्रशासन)  
मऔविम, मुंबई

प्रत:

- (१) सर्व विभाग प्रमुख, मऔविम, मुंबई.
- (२) अतिरीक्त मुख्य अभियंता, मऔविम, पुणे / नांदेड / नागपूर
- (३) महाव्यवस्थापक (भूमी / विधी / भूसंपादन/मा व तं/ जनसंपर्क/म.ब.वि/डीएमआयसी/ पणन)
- (४) सर्व अधीक्षक अभियंता, मऔविम,
- (५) सर्व प्रादेशिक अधिकारी, मऔविम,
- (६) सर्व कार्यकारी अभियंता, मऔविम,
- (७) सह / उप मुख्य लेखा अधिकारी, मऔविम, मुंबई / पुणे / औरंगाबाद / नागपूर.
- (८) सर्व महाव्यवस्थापक, जिल्हा उद्योग केंद्र,
- (९) सर्व औद्योगिक संघटना
- (१०) मुख्य मध्यवर्ती परिपत्रक नस्ती / मुख्य कार्यकारी अधिकारी, मऔविम, कार्यालय मरोळ / जागतिक व्यापार केंद्र, मुंबई.

No. K-43014(20)/2/2019-SEZ  
Government of India  
Ministry of Commerce & Industry  
Department of Commerce

Udyog Bhawan, New Delhi  
Dated the 11<sup>th</sup> October, 2021

To

All Zonal Development Commissioners,  
Special Economic Zones.

Subject: Alternate method for transfer of space by an exiting unit under Rule 74 of the SEZ Rules, 2006- reg.

Sir

I am directed to refer to the subject cited above and to say that as per existing provisions, an SEZ unit can exit from an SEZ either under the provisions of rule 74 or 74A of SEZ Rules, 2006. Representations were received from stakeholders including SGJMA expressing difficulties in following the extant procedures as the exiting units are not able to recover the value of their financial assets.

2. The matter has been examined in consultation with concerned stakeholders. In order to facilitate smooth operation of business activities by SEZ units and for the ease of doing business, following clarifications are issued for transfer of space under the extant provisions of Rule 74 of SEZ Rules, 2006:-

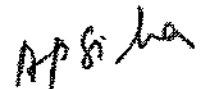
1. The SEZ Authority shall engage an independent valuer to assess the current value of the physical assets as well as financial assets, in the nature of unutilized portion of any upfront lumpsum payment, if any, in the nature of premium, advance lease rentals etc. made by the exiting unit paid at the time of issuance of LoA.
2. When the exiting unit identifies a potential buyer, such potential buyer shall be required to indicate the periodic lease rent for the space that they are prepared to pay to the Authority for the space being vacated by exiting unit.
3. Thereafter, the SEZ Authority shall advertise the availability of space and conduct an e-auction among eligible bidders for allocation of the said space based on bids to be submitted by such eligible bidders.
4. The lease rent so indicated by the identified buyer shall be disclosed to all bidders as part of the e-auction process.
5. It is pertinent to note that the e-auction terms & conditions shall also include a condition to the effect that the successful bidder in addition to other customary fixed and recurring charges, will have to separately pay to the authority, a pre-determined amount based on depreciated cost / value of usable physical assets existing at the site as well as unutilised portions of financial assets, if any, as assessed by the independent valuer, which would be transferrable to the previous occupant as fair current value of assets being left of the exiting unit.

*Ap Singh*



6. The bid variable for e-auction shall be the lease rent payable to SEZ Authority and the base rent for the e-Auction shall be the highest rate of lease rent being received by the SEZ Authority in that specific category (SDF/Plot, as the case may be) in the previous quarter.
  7. The winning bid shall be the highest bid for lease rent payable.
  8. If such winning bid is higher than the amount indicated initially by the potential buyer identified by the exiting unit, the bidder who had submitted the highest bid in the e-auction process shall emerge as the successful entity of the e-auction process and shall be issued a LoA by following due process.
  9. If the highest bid in the e-auction process is less than the amount indicated initially by the potential buyer identified by the exiting unit, such identified buyer shall emerge successful in the e-auction process and the lease rent shall be the amount indicated initially by the potential buyer. Such entity shall be issued a LoA by following due process.
  10. The e-auction terms and conditions shall clearly indicate the aforesaid position for the benefit of all potential bidders.
  11. It shall be mandatory to complete the entire transfer process, including the E-auction process in a time-bound manner and in any case, within 100 days from the date of receipt of complete application from a unit expressing its intent to exit the SEZ.
3. It is pertinent to note that while the aforesaid arrangement entails transfer of assets of an exiting unit to an eligible incoming unit, the exiting unit shall continue to remain liable for any liability pertaining to the period of its operation that may arise in the future. The detailed procedures envisaged hereunder is provided in the Annexure enclosed herewith:
4. This issues with the approval of the Competent Authority.

Yours faithfully,



(Ashish Prakash Sinha)  
Under Secretary to the Government of India  
Tel No. 23062496  
Email: ashishprakash.sinha@nic.in

Annexure

1. The exiting unit would be required to fulfill other conditions under Rule 74A for minimum number of years of holding a valid LoA as well as minimum number of years for being in operation.
2. The exiting Unit shall be given an "in-principle" approval for exit and the incoming Unit shall also be given "in-principle" approval for the space based on the details provided by them for setting up an SEZ unit by the UAC.
3. On receipt of "in-principle" approval, the exiting Unit shall complete its process of exit by clearing all statutory and non-statutory dues of Customs, Estate and other concerned authorities, if any. In case of any hypothecation, necessary clearance shall be obtained from the bank or ARC or any other agency, as the case may be.
4. The exiting Unit shall furnish a copy each of following documents to the office of the DC:-
  - (a) Copy of the "in-principle" approval of the proposed incoming Unit along with valid LoA and valid sub-lease agreement as on date of the exiting Unit.
  - (b) Certificate from independent valuer in respect of total value of the assets (physical and financial).
  - (c) No Dues certificate from the DC office and Customs.
  - (d) In case of pending litigation / cases, NOC from the department concerned with the litigation.
  - (e) No dues certificate from concerned authorities for water as well as charges payable for other utilities.
  - (f) An affidavit signed by the proprietor / MD / partners / authorised personnel, as the case may be to the effect that labour dues in respect of existing employees have been cleared.
  - (g) An affidavit signed by the proprietor / MD / partners / authorised personnel, as the case may be to the effect that incoming Unit shall be liable for payment of labour dues, if any, determined at a future date, by concerned authority or court.
  - (h) The exiting Unit shall execute a legal undertaking in Form L as stipulated in SEZ Rules, 2006.
5. All these documents will be scrutinised and if satisfied, an "in-principle" debonding permission will be given by the DC office.
6. Thereafter, the exiting Unit can remove all existing material to DTA on payment of duties/taxes as assessed by the Specified Officer. The said goods can also be given to the incoming Unit as inter-unit transfer.
7. The existing procedure for debonding shall be followed and No Dues certificate from Customs Section shall be obtained.

*MPG/ho*

8. After the debonding procedure is completed, the incoming Unit shall furnish a copy each of all documents referred to (a) to (h) of S.No. 4 above to the DC office and request for grant of LoA.
9. The incoming Unit shall pay to the SEZ Authority the value of the assets - Sdepreciated value of the physical assets left behind as well as fair value of the unutilised portion of financial assets, if any as determined by the independent valuer which would be transferred to the exiting unit by the SEZ Authority.
10. The independent valuer shall follow the following formulation for arriving at the fair value of the unutilised portion of the lumpsum amount made as upfront payment by the exiting unit.
  - The lump-sum amount received at the time of allotment of space could be considered to be in the nature of a lumpsum deposit received from the unit which is to be amortised in equal value per year across the entire tenure of lease based on a straight-line method.
  - Accordingly, the amount to be paid to the exiting unit shall be the value assigned unutilized portion of lease tenure.
  - For example, if Rs. 1,00,000/- is paid as a lumpsum deposit for a long term lease of 100 years, then the deposit is apportioned as Rs. 1,000/- per year on straight line basis. Accordingly, if the unit is exiting in its 30th year of lease tenure, then the residual portion shall be equal to Rs. 70,000/- which is equivalent to the utilised portion (Rs. 1,000/- X 70 years).
11. The incoming Unit shall be required to pay the actual costs incurred by the SEZ Authority.
12. After obtaining LoA from UAC, the incoming Unit shall be free to set up the Unit in the allotted space following all prescribed procedures viz. execution of BLUT, registered lease deed, etc.
13. In case of allotment of space to an existing Unit, all the procedures mentioned above shall be followed, except "in-principle" approval for setting up of a Unit. However, in this case, the existing Unit has to submit their revised proposal and justification for additional space.
14. After due verification, the DC office will issue an "in-principle" approval for the additional space within 15 days of receipt of their request for additional space.

\*\*\*\*

*Agarwal*

As per the circular dated 12.05.2023 in the case of normal transfer of all types of plots / sheds etc. allotted by the Corporation after 21.10.2019 and execution of agreement, if 40 percent or more of the permissible floor area index (FSI) (Basic) has been constructed during the period of category-wise total basic construction, 10 percent of the difference in the premium value shall be charged, and if 40 percent of the permissible floor area index (FSI) (Basic) has been constructed, if the construction is less than 30% of the surplus value should be charged.

E.g. According to the Circular dated 12.05.2023 of the Corporation in the "A" category industrial area under the priority online direct allotment under the e-bidding method, the plot holder is required to construct 20 percent of the land for the initial development period and the development period of 2 years after the transfer. If the plot holder completes 20 percent or more of the construction during the said basic development period and requests for transfer of the plot, 10 percent difference in premium should be charged, otherwise 30 percent difference in premium should be charged.

Also, as per the circular dated 12.05.2023, after the completion of the development period of the said plot, the remaining 20 percent is given for the construction of the remaining 20 percent in the next 2 years period. If the plot holder completes 40 percent or more of the total construction on the plot and requests for the transfer of the plot, 10 percent of the premium should be charged, otherwise 30 percent of the premium should be charged.

The said circular Hon. Chief Executive Officer, Mauvim is being discharged with approval.

(Anil Bhandari IAS) cum  
Chief Executive Officer (Administration)  
MOU, Mumbai

copy.

- (1) All Heads of Departments, Mauvim, Bombay
- (2) Additional Chief Engineer, Mauvim, Pune / Nanded / Nagpur
- (3) General Manager (Lands / Legal / Land Acquisition / Agriculture / Public Relations) M.B.V. / DMIC / Marathwada
- (4) All Superintending Engineers, Mauvim
- (5) All territorial officers, mauvim





**SEEPZ SEZ AUTHORITY  
SEEPZ-SPECIAL ECONOMIC ZONE, GOVT. OF INDIA  
MINISTRY OF COMMERCE & INDUSTRY  
MUMBAI**

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कार्यसूची मद संख्या

**AGENDA ITEM NO. 07**

**A. Proposal:** Standardization of Lease Rent across all existing operational units in SDF-I to VI and G&J Complex I, II, and III within SEEPZ-SEZ.

**B. Relevant Provision of SEZ Act, 2005 & SEZ Rules, 2006:**

Rule 8 of SEZ Authority Rules, 2009.

Rule 34(1)(d) of SEZ Authority Rules, 2009

**C. Preamble:** It has been observed that within the same buildings of SDF-I to VI and G&J Complex I to III, different lease rent rates are being charged to units based on the date of allotment. Units allotted before the year 2000 are charged Rs. 1,940/- per square meter per annum, whereas those allotted after the year 2000 are charged Rs. 2,850/- per square meter per annum. This disparity in rental rates has led to inconsistencies and a lack of uniformity among the units operating within the same building premises.


The rent structure for these units was not discovered through a uniform auction or any transparent price discovery process.

**D. Proposal:** To address this disparity and ensure equitable treatment of all units within the same building, it is proposed to standardize the lease rent for all operational units allotted prior to the introduction of the current eAuction mechanism at Rs. 2,992/- per square meter per annum. This proposed rate aligns with the revised rental rates scheduled to come into effect in April, wherein the existing rates of Rs. 1,940/- and Rs. 2,850/- will escalate to Rs. 2,047.50/- and Rs. 2,992.50/- respectively.

This standardization shall be applicable **only to existing operational units**. Any vacant units or those that become vacant in the future will be allotted through the eAuction mechanism, ensuring fair market discovery and transparency.

**E. Justification:** The current rent structure of Rs. 1,940/- and Rs. 2,037/- per square meter per annum is already significantly low compared to prevailing market benchmarks. Given the current revenue generated from such rents, it is financially unviable for SEEPZ-SEZ Authority to consider redevelopment or construction of new buildings to accommodate units paying such low rentals. Therefore, to rationalize rents and ensure financial sustainability while maintaining fairness and equity, the proposed standardized rate of Rs. 2,992/- per square meter per annum is recommended.

**F. Recommendation:** The proposal is placed before the SEEPZ Authority for approval.

Received   
16/04/2025

**SEEPZ SEZ AUTHORITY  
SEEPZ-SPECIAL ECONOMIC ZONE, GOVT. OF INDIA  
MINISTRY OF COMMERCE & INDUSTRY  
MUMBAI**

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कार्यसूची क्रम संख्या

**AGENDA ITEM NO. 08**

**A. Proposal:** Standardization of Miscellaneous Permission Charges for Buildings and Plots in SEEPZ-SEZ.

**B. Relevant Provision of SEZ Act, 2005 & SEZ Rules, 2006:**

Rule 8 of SEZ Authority Rules, 2009.

Rule 34(1)(d) of SEZ Authority Rules, 2009

**C. Preamble:** The current structure of rent and charges for miscellaneous permissions within SEEPZ-SEZ is inconsistent, with rates varying significantly depending on when the permission was granted. This has led to discrepancies and lack of transparency in rent assessment and billing.

Circular No. 07/2024 revised the charges for specific equipment installations (Chiller, Blower, AHU), but it did not cover a wider range of permissions granted to units across the SEEPZ estate. The following agenda proposes standardization to bring clarity, transparency, and equity in rent structure across all miscellaneous permissions.

**D. Observations:** As per the records handed over by the CA team to the ERP team, different rates were charged for various types of permissions as of 30.09.2024. These rates differed based on whether permissions were granted before or after the issuance of Circular No. 01 dated 31.07.2018 and Circular No. 04 dated 25.05.2017. New permissions followed the rates prescribed in those circulars, while older permissions continued with their original rent.

Circular No. 07/2024 updated rates for equipment such as Chillers, Blowers, and AHUs to:

- Rs. 1,568/- per square meter per annum (Ground)
- Rs. 2,585/- per square meter per annum (Terrace)

However, it does not apply to other types of miscellaneous permissions like water tanks, generators, cabins/sheds, etc., leading to varied and inconsistent charges.

**E. Proposal:**

**A. For Permissions Already Granted:**

1. **Revision of Circular No. 07/2024 (dated 26.09.2024):**



- a. The circular may be revised to include all types of miscellaneous permissions effective from 01st October, 2024.
- b. A uniform rate structure may be adopted:
  - i. Rs. 1,568/- per square meter per annum for ground-level installations
  - ii. Rs. 2,585/- per square meter per annum for terrace installations
  - iii. If the space is used for non-essential or storage purposes, rent will be charged at the prevailing rate of the Gala occupied by the unit. Such permission will be granted only if sufficient open space is available and there is no disruption to the operations of other units.
- c. Annual escalation of 5% shall be applied to these charges.
- d. **Telecommunication Towers:** It is proposed to standardize the annual charges for telecommunication towers to Rs. 3,00,000/- per tower per annum.

**F. Recommendations:** The above proposals is placed before the Authority for deliberation and approval.

For 16/12/24

SEEPZ SPECIAL ECONOMIC ZONE AUTHORITY  
GOVERNMENT OF INDIA  
MINISTRY OF COMMERCE & INDUSTRY

AGENDA ITEM NO.09

**A. Proposal: Repair Works Of Existing Damaged Drainage Chambers**

Repair works of existing damaged drainage chambers and replacement of Mild Steel (MS) gratings across identified locations within the SEEPZ-SEZ premises. The work includes dismantling the damaged portions of the chamber structures, site clearing, reconstruction where necessary, fabrication, and proper placement of new MS gratings to restore and enhance the functional integrity of the drainage system.

**B. Relevant provision of SEZ Act, 2005 & Rules:**

Section 34 of the SEZ Act, 2005 & Rule 7(1) & (2) of SEZ Authority Rules, 2009

**C. Other Information:**

The various locations within the SEEPZ-SEZ premises where drainage chambers and MS gratings are observed to be in damaged, corroded, or structurally unsafe condition, as identified by the Engineering and Utility cell during routine inspections.

**Scope of Work:**

The scope of the proposed work includes the following activities:

- **Dismantling:** Safe dismantling of the damaged RCC chamber tops and removal of rusted/damaged MS gratings.
- **Debris Removal:** Clearing and disposal of dismantled debris in compliance with environmental and SEZ waste disposal norms.
- **Structural Repairs:** Reconstruction of chamber tops where required, using appropriate grade concrete and reinforcement as per standard design specifications.
- **Fabrication of MS Gratings:** Supply and fabrication of heavy-duty MS gratings conforming to IS standards, with anti-rust coating/paint to ensure longevity.
- **Installation:** Placement and proper fixing of new MS gratings over the chamber tops using welding/bolting, ensuring alignment and stability.
- **Site Restoration:** Cleaning and leveling of the area post-work, removal of leftover material, and ensuring the area is safe for pedestrian and vehicular movement.
- **Safety Compliance:** Implementation of safety measures such as barricading, signage, PPE usage during the work execution.

**4. Justification:**

Several drainage chambers within the SEEPZ-SEZ area have deteriorated due to prolonged use, exposure to load, weathering, and corrosion, making them structurally unsafe. Damaged or missing MS gratings further pose a serious safety hazard to pedestrians and vehicles, especially during monsoons. Timely repair and replacement are essential to prevent accidents, maintain proper drainage functionality, and ensure the infrastructure remains compliant with safety standards.

**5. Estimated Cost:**

An approximate cost of Rs. 16,62,500/- (Rupees Sixteen Lakhs and Sixty Two Thousand and Five Hundred only) inclusive of all labor, materials, equipment have been estimated based on market rates and previous similar works undertaken.

As per **Rule 7 (2) of SEZ Authority Rule** which stipulates the power of Chairperson as under

*The power to approve contingent expenditure both recurring and non-recurring : Provided that the expenditure so incurred does not exceed Rupees Fifty Lakh at a time.*

**6. Source of Fund:**

The expenditure will be met from the approved budget under the SEEPZ-SEZ Maintenance Fund for civil and infrastructure repair works for the current financial year.

**7. Expected Duration of Work:**

The entire work is expected to be completed within 2 Months from the date of issue of the work order, subject to weather conditions and site accessibility.

**Recommendation:**

As the work is of Urgent Nature, The tender has been floated for the **Repair Works of Existing Damaged Drainage Chambers in SEEPZ-SEZ Premises** on CPP Portal and the same is placed before the Authority for information.

\*\*\*\*\*

*Received*  
*E. J. Srinivas*  
*16/04/2025*

SEEPZ SPECIAL ECONOMIC ZONE AUTHORITY  
GOVERNMENT OF INDIA  
MINISTRY OF COMMERCE & INDUSTRY  
MUMBAI

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AGENDA ITEM NO. 10

**A. Proposal:**

Proposal for taking over the Pumping Operations, Network Maintenance, and Internal Water Distribution within SEEPZ-SEZ Area to reduce Water Supply Costs for Unit Holders present in SEEPZ-SEZ.

**B. Relevant provision of SEZ Act, 2005 and Rules:**

Section 34 (2) (a) of the SEZ Act, 2005 read with Rule 7 (2) of the SEZ Rules 2006.

**C. Other Information:**

At present, the responsibilities of water distribution, pump operation, and pipeline maintenance within the SEEPZ-SEZ premises are being undertaken by MIDC authorities. The associated charges including cost of water fixed by BMC, and other overheads are being billed to both the SEEPZ-SEZ Authority and the Unit Holders as per the respective usage. However, the **SEEPZ Authority has received multiple representations from Unit Holders** expressing concern over the **high charges levied by MIDC**, highlighting the significant financial burden it places on their operations.

These concerns were deliberated during a meeting held on 12.03.2025 at the World Trade Centre, Cuffe Parade, between the CEO, MIDC and the Development Commissioner, SEEPZ in presence of other officials from both organisations. It was mutually agreed that the SEEPZ Authority would assume responsibility for water distribution, pump operations, and line maintenance, in order to address the cost-related concerns raised by the Unit Holders.

**Details of Charges levied by MIDC,**

S N	Description	MCGM rate per Cum	MIDC rate per Cum
1	Water Charges	63.65	63.65
2	Drainage/Sewerage Charges	44.56	44.56
3	ETP Charges (12.5% of MCGM Rate)	-	13.53
4	Difference between supply & Assessment Qty. (Approx 10% of MCGM Rate)	-	10.82
5	Maintenance (Approx 1.4% of MCGM Rate)	-	1.50
<b>TOTAL</b>		<b>108.21</b>	<b>134.00</b>

Accordingly, taking over these services would have the following advantages to the Unit Holders in SEEPZ SEZ,

**1. Cost Rationalization for Unit Holders**

By internalizing water supply operations, SEEPZ Authority can eliminate overhead charges levied by MIDC and adopt a transparent, needs-based costing model. This will result in more economical water tariffs for unit holders and eliminate ambiguity in cost components.

**2. Improved Responsiveness and Operational Efficiency**

With in-house control, the Authority can ensure quicker resolution of complaints related to supply disruptions, leakages, and pressure variations through a dedicated response and escalation mechanism. This will reduce operational downtime.

**3. Optimized Water Distribution and Pressure Management**

SEEPZ Authority can deploy smart water management practices, including zonal metering, flow monitoring, and pressure control, to achieve equitable and demand-based distribution of water across all units.

**4. Planned Maintenance and Reduced Water Wastage**

In-house control will allow SEEPZ to implement preventive and predictive maintenance schedules, reduce unaccounted-for water (UFW), and ensure timely repair of distribution infrastructure—thus minimizing technical and commercial losses.

**5. Better Integration with SEEPZ-Wide Infrastructure Projects**

Synchronizing water supply management with ongoing civil, electrical, and mechanical infrastructure projects within SEEPZ will ensure holistic development and avoid inter-agency delays.

The factors having cost implication on the total rate is as follows:

<b>S N</b>	<b>Description</b>	<b>SEEPZ SEZ revised rate per Cum (Rs.)</b>
<b>1</b>	<b>Water Charges and Drainage/Sewerage Charges (By MCGM)</b>	<b>108.21</b>

2	Overhead Amount (By SEEPZ)	<p>The overall cost of overheads is being assessed based on CPHEEO Guidelines which includes multiple factors like,</p> <ol style="list-style-type: none"> <li>1. manpower required for pump operations,</li> <li>2. annual maintenance contract (AMC) expenses,</li> <li>3. water loss due to leakages or unauthorized usage,</li> <li>4. routine and emergency repair works,</li> </ol>
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The efforts for taking over the Water Supply Scheme of SEEPZ SEZ in cooperation with MIDC by way of preparing M&R Tender and development of Billing System is underway. Since the system is being developed and operationalised for the first time, a reasonable stabilization period is anticipated to ensure its effective functioning. In view of this, the SEEPZ Authority has requested MIDC to extend the existing AMC and continue the deployment of the MIDC Establishment's Services until the end of May 2025 to ensure seamless transition and uninterrupted operations.

**D. Recommendation:**

The Proposal for taking over the Pumping Operations, Network Maintenance, and Internal Water Distribution within SEEPZ-SEZ Area to reduce Water Supply Costs for Unit Holders present in SEEPZ-SEZ, is placed before the Authority for consideration and approval.

\*\*\*\*\*

*Facilitator*      *Engr. Ravi*  
16/04/2025

# **Security Division**

**SEEPZ SEZ AUTHORITY**  
**SEEPZ-SPECIAL ECONOMIC ZONE, GOVT. OF INDIA**  
**MINISTRY OF COMMERCE & INDUSTRY**  
**MUMBAI**  
\*\*\*\*\*

**AGENDA ITEM NO. 1)**

**A. Proposal :-**

Request for change in criteria for issuance of Privilege Passes to Directors/Partners/Owners of SEEPZ-SEZ units.

**B. Relevant provision of :-**

Sec 46 of SEZ Act, 2005 & Rule 70 of SEZ Rules 2006

**C. Other Information :-**

1. Office Order No. 433/2024 was issued regarding issuance of "Privilege Pass" for Directors/Partners/Owners of SEEPZ-SEZ units to which the following conditions were set.
  - i. Exports of over Rs.500 cr in the preceding financial year.
  - ii. Employment to over 500 persons
  - iii. Member of SEEPZ Authority.
  - iv. Ex-Member of SEEPZ Authority.
  - v. Chairman of GJEPC/EPCES.
  - vi. President of SGJMA.
  - vii. Ex-Chairman of GJEPC/EPCES (last 5 years).
  - viii. President of SEEMA.
  - ix. Ex- President of SGJMA (last 5 years).
  - x. Ex-President of SEEMA (last 5 years).

**The following additional terms:**

1. No authority dues pending
2. No sub lease agreement pending
3. No FE beyond permissible limits pending.
4. No case of DRI/DGCI/GST/ED.
5. No dispute with SEEPZ Authority of whatsoever nature.

2. As per the request of the Authority members (trade representatives) and Shri Adil Kotwal Ji, President, SGJMA, the Authority has decided to revised the criteria, which were initially based on exports of ₹500 crore from a single entity, will now also include total exports of group



companies, provided a single balance sheet is being filed by the firms. Consequently, privilege pass will be issued to one director from each entity as mentioned in the minutes of 71st Authority meeting held on 04.02.2025. Accordingly, notification has been issued and published on the website.

3. Now we had received letter dated 10.03.2025 from Shri Adil Kotwal, President (SGJMA) (Letter Attached in Annexure -I) wherein they have mentioned that partially amending to Office Order No. 433/2024 may not provide much practical benefit to the units. This is because the condition of filing a single balance sheet is not feasible for most group companies. As many group companies under a single group/promoter operate multiple entities as separate entities, each of which maintains its own balance sheet. None of these group companies maintains a single consolidated balance sheet, and hence, the criteria as currently stated will not allow any of these entities to meet the eligibility requirements.

In view of the above, they request that the requirement of single balance sheet may be waived for these group companies. In order to ensure that the companies belong to the same group or promoter, an undertaking to this effect may be sought from the group or promoter for issuance of privilege passes.

They therefore request that this may be considered favourably to ensure that the benefit of privilege pass reaches all the eligible units.

4. It is proposed that the units applying for privilege pass should not have the complaint of tax evasion.
5. Furthermore, it is proposed that privilege pass holder may be allowed to enter through Gate No.4 (Mega CFC) and random checking shall be there as per directions from the DC Office.

#### **D. Recommendation:-**

1. Proposal by SGJMA is submitted that this may be considered favourably to ensure that the benefit of privilege pass reaches all the eligible units.

Permit

Enclined  
16/04/2025

\*\*\*\*\*



**Seepz Gems & Jewellery Manufacturers' Association**

(An Association of units having exports over Rs. 26,000 crores p.a.)

Ref. No. SGJMA/2024-25/100

March 7, 2025

Shri Dnyaneshwar Patil, I.A.S.  
Development Commissioner,  
SEEPZ Special Economic Zone,  
Andheri (East),  
Mumbai - 400 096

Sir,

**Sub: Criteria for issuance of Privilege Pass for Directors /  
Partners / Proprietors of SEEPZ Units**

This has reference to your letter No. SEEPZM-SEC00SECA/02498 dated 19.02.2025 issued in partial modification of the Office Order No. 433/2024 dated 17.12.2024, on the subject cited above.

We appreciate the modification made to the officer order as per our request, vide letter No. SGJMA/2024-25/090 dated 3<sup>rd</sup> February, 2025, to include the collective exports of group companies for determining eligibility under the export criteria of Rs.500/- Crores for the issuance of the Privilege Pass.

While we acknowledge and appreciate this change, we would like to bring to your attention that this modification, in its current form, may not be of much practical benefit to the units. This is because the condition requiring a single balance sheet to be filed is not feasible for most group companies.

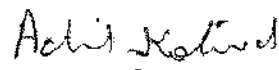
As you may be aware, many group companies under single group / promoter operate multiple units as separate entities, each maintaining its own balance sheet. None of these group companies maintain a single consolidated balance sheet, and therefore, the criteria, as currently stated, would not allow any of these units to meet the eligibility requirements.

In view of the above, it is requested that the requirement for a single balance sheet be waived for these group companies. To ensure that the companies belong to the same group or promoter, an undertaking to this effect from the group or promoter could be sought for the issuance of the Privilege Pass.

We hope this request will be considered favorably to ensure that the benefits of the Privilege Pass reach all eligible units.

Thanking you,

Yours faithfully,  
For SEEPZ Gems & Jewellery Mfrs. Association

  
Adil Kotwal  
President

Copy to: Smt. Mital Hiremath (IDAS), Joint Development Commissioner, SEEPZ SEZ.

CIN: U36912MH1989GAP053844

Business Facilitation Centre, 3<sup>rd</sup> Floor, Office No.2, Behind SEEPZ Service Centre,  
SEEPZ Special Economic Zone, Andheri (East), Mumbai - 400 096.

Tel : 2829 9541 / 2829 2100 • Email : sgjma@sgjma.in • Website : www.sgjma.org

# **Supplementary**

## **Agenda**

**Facility**  
**Management**  
**Division**

SEEPZ SEZ AUTHORITY  
SEEPZ-SPECIAL ECONOMIC ZONE, GOVT. OF INDIA  
MINISTRY OF COMMERCE & INDUSTRY  
MUMBAI  
\*\*\*\*\*

कार्यसूची नम संख्या

## Supplementary Agenda Item No. 1

**A. Proposal:**

Proposal for Tripartite agreement (MOU) among SEEPZ SEZ Authority, Stree Mukti Sanghatana (SMS) and Sphoorti Cooperative.

**B. Relevant provision of SEZ Act, 2005 & Rules:**

Section 34 of SEZ Act, 2005 and Section 6 of SEZ Authority Rule, 2009.

**C. Other Information:**

SEEPZ SEZ had been running and maintaining CRECHE for children's aged from 03 months to 06 years and continued operating the crèche facility in SEEPZ SEZ vide MOU dated 22.06.2015 by & between SEEPZ SEZ Authority and SMS. It provides a safe, nurturing environment for children to play, learn and develop social skills.

The Memorandum of Understanding (MOU) which is executed between SEEPZ SEZ Authority and Stree Mukti Sanghatana on 22nd June 2015, for the operation of the Creche within the SEEPZ SEZ, effective from 1st June 2015, with an initial term of two years which is valid until 31st May 2017, which was subsequently extended till finalization of new contract.

SMS has submitted the draft MOU to be executed by and between SEEPZ, Stree Mukti Sanghatana and Sphoorti Cooperative for functioning of Creche in SEEPZ, wherein proposed MOU is Tripartite agreement among SEEPZ SEZ Authority, Stree Mukti Sanghatana (SMS), and Sphoorti Cooperative

Wherein SMS is an NGO duly registered under Societies Registration Act and Sphoorti Cooperative, introduced by SMS and informed that staff members of SMS under the guidance of SMS, established SPhoorti Cooperative in 2023 and for uninterrupted function of crèche.

**Recommendation:**

Proposal to execute MoU and authorise Chairman & Secretary of Authority for finalisation of terms and condition. The final MoU will be placed before the Authority for approval

\*\*\*\*\*

*(Signature)*  
*16/01/2024*

## Supplementary Agenda Item No. 2

### 1. Proposal:

RFP for E – Tender cum E – Auction for “Allotment of Galas at SEEPZ, Mumbai”

#### A. Relevant provision of SEZ Act, 2005 & Rules:

- Proviso of Rule 18(2) (ii) of SEZ Rule 2006
- Rule 8 (viii) of SEEPZ Authority Rule, 2009

#### B. Reference:

- 71st Authority Agenda meeting dated February 4, 2025
  - i. Agenda Item 11: Proposal for cancellation of existing advertisement & amend new policy for unit allotment in SEEPZ SEZ

#### C. Aim of E – tender cum E – auction:

- The process for allotting vacant units (Galas) at SEEPZ SEZ underwent significant changes. Initially, the Authority had advertised available units on October 17 and 24, 2024, but this allotment process was cancelled in 71st Authority Agenda meeting (Agenda Item 11) on February 4, 2025, as the procedure was entirely paper-based and required physical interaction. To improve this, a proposal was made to transition to an online system.
- The aim of this transition was to increase transparency, foster greater competition, and enhance potential revenue generation.

#### **D. Features of New System:**

- The Authority designed a process that includes both electronic tendering (E-tender) and real-time bidding (E-auction), ensuring a transparent and competitive environment for potential bidders.
- SEEPZ Authority published the Request for Proposal (RFP) for "E-tender cum E-auction for Allotment of Galas at SEEPZ SEZ" on March 1, 2025, at the Central Public Procurement Portal.

#### **E. Wider Publicity**

- The RFP advertisement was shared with various organizations, including the Embassy of Hong Kong, and associations such as SGJMA, SEEMA, GJEPC, along with developers and all Zonal Development Commissioners throughout India. To achieve better outreach, the following measures were undertaken:
  - Advertisement of the tender was published in three major national newspapers:
    - Navbharat Times (Hindi Newspaper)
    - Maharashtra Times (Marathi Newspaper)
    - Economic Times (English Newspaper)
    - Times of India (English Newspaper)
  - A standee displaying unit allotment details was also installed at the following locations:
    - Gate No. 1, 2 & 3
    - Service Building

#### **F. Other Information**

- In the following weeks, several corrigenda were issued to address queries and make necessary adjustments.
- Pre-bid meetings were held on March 12 and 17 to answer any further questions from potential bidders.
- Various corrigendum provided responses to questions raised during the pre-bid meetings and extended the submission deadline from March 31 to April 7, 2025, based on requests from potential bidders.

- The bid submission date was further extended from April 7, 2025, to April 14, 2025, as per the request of SGJMA and several other units via email.

**G. Recommendation**

- RFP and corrigendum is placed for perusal and approval of authority.

Boris

E. J. J. J. J.  
16/04/2025



SEEPZ SPECIAL ECONOMIC ZONE AUTHORITY  
GOVERNMENT OF INDIA  
MINISTRY OF COMMERCE & INDUSTRY  
MUMBAI

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## Supplementary Agenda 3

### A. Proposal:

Proposal for providing additional 150 mm dia. D.I. pipe line on existing pipeline network near Plot No. 36 to resolve the water supply shortage for SEEPZ ++ Units in SEEPZ SEZ.

### B. Relevant provision of SEZ Act, 2005 and Rules:

Section 34 (2) (a) of the SEZ Act, 2005 read with Rule 7 (2) of the SEZ Rules 2006.

### C. Other Information:

MIDC is looking after water supply and related day to day maintenance works of SEEPZ SEZ Area. Last year complaints were received from unit holders of SDF III & IV regarding acute shortage of water supply. Necessary work was completed by MIDC and currently water shortage issues of SDF-III & IV are resolved.

It is now being communicated that after implementation of above water supply arrangement unit holders in SEEPZ ++ area are experiencing water shortages. To resolve this issue, a detailed proposal along with cost estimate based on current PWD/MCGM SSR has been prepared by MIDC amounting to Rs.6,56,626/- (N) & Rs.7,38,750/-(G).

The scope of work is as bellows.

- 1) Providing 150 mm dia Di pipeline of length approximately 60 metre on existing pipeline network near Plot No.36.
- 2) Excavation and encasing concrete along the above proposed pipeline.
- 3) Providing & fixing 150 mm dia Sluice valve, 90 degree bends and other related accessories.
- 4) Construction of RCC Chambers for valves near plot no. 36 and SDF 3 footpath.



Administrative Approval has been issued to MIDC for Execution of Work on 11.04.2025.

### D. Recommendation:

Proposal for providing additional 150 mm dia. D.I. pipe line on existing pipeline network near Plot No. 36 to resolve the water supply shortage for SEEPZ ++ Units in SEEPZ SEZ is placed before the Authority for information and post facto approval.

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*P. V. V. V.*

 <b>Government eProcurement System</b>		eProcurement System Government of India							
Tender Details									
					Date : 05-Mar-2025 11:42 AM				
 Print									
<b>Basic Details</b>									
<b>Organisation Chain</b>	Santacruz Electronics Export Processing Zone Special Economic Zone Mumbai								
<b>Tender Reference Number</b>	SEEPZM-IT/9/2025-PROC/01								
<b>Tender ID</b>	2025_SEEPZ_851387_1	<b>Withdrawal Allowed</b>	Yes						
<b>Tender Type</b>	Open Tender	<b>Form of contract</b>	Tender cum Auction						
<b>Tender Category</b>	Services	<b>No. of Covers</b>	3						
<b>General Technical Evaluation Allowed</b>	No	<b>ItemWise Technical Evaluation Allowed</b>	Yes						
<b>Payment Mode</b>	Offline	<b>Is Multi Currency Allowed For BOQ</b>	No						
<b>Is Multi Currency Allowed For Fee</b>	No	<b>Allow Two Stage Bidding</b>	No						
<b>Payment Instruments</b>		<b>Cover Details, No. Of Covers - 3</b>							
Offline	<b>S.No</b>	<b>Instrument Type</b>	<b>Cover No</b>	<b>Cover</b>	<b>Document Type</b>	<b>Description</b>			
	1	Demand Draft	1	Fee	.pdf	Fee Documents			
	2	R-T-G-S	2	Technical	.pdf	Technical Documents			
	3	NEFT	3	Finance	.xls	Financial Template			
<b>Tender Fee Details, [Total Fee in ₹ * - 5,000]</b>				<b>EMD Fee Details</b>					
<b>Tender Fee in ₹</b>	5,000	<b>Fee Payable To</b>	SEEPZ SEZ Authority Fund	<b>Fee Payable At</b>	SEEPZ SEZ Authority Fund	<b>EMD Amount in ₹</b>	4,61,500	<b>EMD Exemption Allowed</b>	No
<b>Tender Fee Exemption Allowed</b>	No					<b>EMD Fee Type</b>	percentage	<b>EMD Percentage</b>	2.0%
						<b>EMD Payable To</b>	SEEPZ SEZ Authority Fund	<b>EMD Payable At</b>	SEEPZ SEZ Authority Fund
<a href="#">Click to view modification history</a>									
<b>Work / Item(s)</b>									
<b>Title</b>	Allotment of Galas at SEEPZ SEZ Mumbai								
<b>Work Description</b>	Allotment of Galas at SEEPZ SEZ, Mumbai								
<b>Pre Qualification Details</b>	Please refer Tender documents.								
<b>Independent External Monitor/Remarks</b>	NA								
<b>Show Tender Value in Public Domain</b>	Yes								
<b>Tender Value in ₹</b>	2,30,75,000	<b>Product Category</b>	Allotment of Space	<b>Sub category</b>	Allotment of Gala				
<b>Contract Type</b>	Tender	<b>Bid Validity(Days)</b>	180	<b>Period Of Work(Days)</b>	NA				

<b>Location</b>	Andheri	<b>Pincode</b>	400096	<b>Pre Bid Meeting Place</b>	2nd floor, Conference Hall, SEEPZ SEZ, Mumbai
<b>Pre Bid Meeting Address</b>	HYBRID MODE	<b>Pre Bid Meeting Date</b>	12-Mar-2025 03:00 PM	<b>Bid Opening Place</b>	ONLINE
<b>Should Allow NDA Tender</b>	No	<b>Allow Preferential Bidder</b>	No		



**Critical Dates**

<b>Publish Date</b>	01-Mar-2025 05:00 PM	<b>Bid Opening Date</b>	01-Apr-2025 03:30 PM
<b>Document Download / Sale Start Date</b>	01-Mar-2025 05:00 PM	<b>Document Download / Sale End Date</b>	31-Mar-2025 03:00 PM
<b>Clarification Start Date</b>	01-Mar-2025 06:00 PM	<b>Clarification End Date</b>	10-Mar-2025 03:30 PM
<b>Bid Submission Start Date</b>	17-Mar-2025 09:00 AM	<b>Bid Submission End Date</b>	31-Mar-2025 03:00 PM

**Tender Documents**

NIT Document	S.No	Document Name	Description	Document Size (in KB)	
	1	Tendernotice_1.pdf	NIT	315.34	
Work Item Documents	S.No	Document Type	Document Name	Description	Document Size (in KB)
	1	Tender Documents	RFP_Final.pdf	Allotment of Galas at SEEPZ SEZ, Mumbai	3013.54
	2	BOQ	BOQ_894985.xls	BoQ Corrigendum	297.50

**Latest Corrigendum List**

S.No	Corrigendum Title	Corrigendum Type	View
1	Corrigendum 1	BOQ	
2	Clarification on Notice Inviting Tender	Fee	

**Bid Openers List**

S.No	Bid Opener Login Id	Bid Opener Name	Certificate Name
1.	hanishr.g171701@gov.in	Hanish Rathi	Hanish Rathi
2.	janesh.tripathi@gov.in	Janesh Tripathi	Janesh Tripathi
3.	divyanshi.goyal@gov.in	Divyanshi Goyal	Divyanshi Goyal
4.	ashok.meena49@gov.in	Ashok Meena	ASHOK KUMAR MEENA

**GeMARPTS Details**

<b>GeMARPTS ID</b>	U303XHki9YTR
<b>Description</b>	Allotment of Gala
<b>Report Initiated On</b>	01-Mar-2025
<b>Valid Until</b>	31-Mar-2025

**Tender Properties**

<b>Auto Tendering Process allowed</b>	No	<b>Show Technical bid status</b>	Yes
<b>Show Finance bid status</b>	Yes	<b>Stage to disclose Bid Details in Public Domain</b>	Financial Evaluation
<b>BoQ Comparative Chart model</b>	Normal	<b>BoQ Comparative chart decimal places</b>	2
<b>BoQ Comparative Chart Rank Type</b>	H	<b>Form Based BoQ</b>	No

<b>Adopt Tender Cum Auction New Process</b>	No
<b>Bidders Elimination Process Required</b>	No

**TIA Undertaking**

S.No	Undertaking to Order	Tender complying with Order	Reason for non compliance of Order
1	<a href="#">PPP-MII Order 2017</a>	Not Applicable	Bid is for auction of Space
2	<a href="#">MSEs Order 2012</a>	Not Applicable	Bid is for auction of Space

**Tender Inviting Authority**

<b>Name</b>	Development Commissioner SEEPZ SEZ
<b>Address</b>	Office Of The Development Commissioner SEEPZ SEZ, Andheri (E)-400096

**Tender Creator Details**

<b>Created By</b>	Hanish Rathi
<b>Designation</b>	ADC
<b>Created Date</b>	28-Feb-2025 11:42 PM



**SEEPZ**  
**SPECIAL ECONOMIC ZONE AUTHORITY**

**E – Tender cum E – Auction for  
‘Allotment of Galas at SEEPZ SEZ, Mumbai’**

**TENDER No.: SEEPZM-IT/9/2025-PROC/01**

**Date of Issue : 01/03/2025**

**ISSUING AUTHORITY:**

**Development Commissioner, SEEPZ- SEZ, Mumbai**  
**Postal Address: SEEPZ SEZ, MIDC Central Road, Andheri East,**  
**Mumbai – 400096.**

**E – Mail: [hanishr.g171701@gov.in](mailto:hanishr.g171701@gov.in)**  
**Helpline No.: 022-28290857**  
**Landline: 022-28294728/29**  
**(From 9:30 A.M. to 6:00 P.M.)**

## Definitions

- 1) **“Additional EMD”** means differential Deposit of Earnest Money submitted during Technical Bid submission and Earnest Money calculated based on Revised Rental.
- 2) **“Affected Parties/Parties”** means First Part and Second Part or the Authority or Sub-lessee.
- 3) **“Approval Committee”**: means the committee constituted under sub section (1) of section 13 of SEZ Act 2005.
- 4) **“Agreement”** or **“Sub-lease Agreement”** means the Sub-lease Agreement along with the terms and conditions of this RFP, schedules and annexure attached thereto, including any modifications, alterations, additions or deletions thereto made in writing before or after the date of execution of Sub-lease Agreement.
- 5) **“Authority”** means SEEPZ SEZ Authority or its authorized representative.
- 6) **“Basic Infrastructure”** means facilities to be provided for the industry being set-up in SEEPZ SEZ to run the galas smoothly, like internal roads, drainage, security and surveillance system etc.
- 7) **“Bid”** means the submission of prospective bidder as per the requirement of the RFP during the entire Tender cum Auction Process.
- 8) **“Bidding Documents”** or **“Tender”** mean the Request for Proposal (RFP) including all its schedules, annexure, and any modifications, alterations, additions, or deletions thereto, made in writing and submitted by the bidder, and accepted by the Authority. It shall also include the supporting documents submitted as part of the Technical and Financial Bids, the E-Auction, and any addenda issued subsequent to the release of the RFP.
- 9) **“Bidding system”** means two stage and two cover system followed by e-auction.
- 10) **“Bid Due Date”** means the last date specified in this RFP or addenda issued by the Authority for submitting the bid document in accordance with terms and conditions specified in the tender document.
- 11) **“Business Plan”** means the detailed business plan which must be drawn up for the development, operation and maintenance of the unit by the prospective Bidder.
- 12) **“Condition Precedents”** refers to the mandatory compliances required prior to the execution of the Sub-lease Agreement, such as the LOA, full payment of rent according to the payment schedule, and so on. It also includes payment of Security Deposit (rental amount for 6 months) and Advance Rent for the first (1st) Quarter.
- 13) **“Development Commissioner (DC)”** means the Development Commissioner (DC) of the SEEPZ SEZ, appointed in terms of the SEZ Act 2005 and SEZ Rules 2006 and amendments thereof.
- 14) **“E-auction”** means the auction conducted in CPP Portal to obtain Offered Rental among technically qualified bidder.
- 15) **“EMD”** means Earnest Money Deposit to be submitted by prospective bidder at the time of bidding
- 16) **“Eligible Bidder”** means any Proprietorship Firm/ Society/ Partnership Firm/

Public Limited Company/ Limited Liability Partnership/ Company registered under the Companies Act 1956/ 2013 or under the Partnership Act, 1932 or under the Limited Liability Partnership Act, 2008, as amended/ modified/ replaced from time to time or equivalent foreign laws.

- 17) **“Financial Bid”** means BoQ in .xls submitted by the prospective bidder as per requirement of the RFP.
- 18) **“First Part” or “First Party”** means SEEPZ SEZ Authority or Authority.
- 19) **“Gala”** means the base shell spaces put to tender in a building.
- 20) **“Lease Period”** means the lease/rental term that shall be of 5 years, for which the gala is given on rent to the Sub-lessee, commencing from the date as mentioned in the Sub lease Agreement, unless terminated earlier as per the terms of the Agreement.
- 21) **“Letter of Approval (LOA)”** means Letter of Approval issued by the Development Commissioner, SEEPZ SEZ as per SEZ Rules, 2006.
- 22) **“Letter of Intent (LOI)”** means provisional allotment of gala by SEEPZ SEZ Authority to the successful bidder.
- 23) **“Offered Rental” or “Lease Rent” or “Rental”** means the rental offered by successful bidder during e-auction.
- 24) **“Operational Gala”** shall mean a unit that holds a valid Letter of Approval (LOA) and has commenced production or service activities. The gala shall be considered operational from the date of commencement of production or service activities.
- 25) **“Original Condition”**: the condition in which the gala is allotted to the successful bidder.
- 26) **“Project”** means all the activities required to be carried out by the successful bidder before the commencement of production or service activities.
- 27) **“Reserve Rental”** means the base rental mentioned in the RFP.
- 28) **“Revised Rental”** means the highest rental offered during Financial Bid.
- 29) **“RiSE ERP Application”** means the online portal developed by SEEPZ SEZ Authority for various operational modules.
- 30) **“Scheduled Bank”** means a bank defined under Section 2 (e) of the Reserve Bank of India Act, 1934.
- 31) **“Second Part” or “Second Party”** means Sub-lessee who is occupying the gala on rent.
- 32) **“Security Deposit”** means the deposit specified in the RFP, which must be submitted by the successful bidder prior to the execution of the Sub-lease Agreement. The Security Deposit shall remain valid throughout the entire Lease term and for a period of six (6) months after the completion of the Lease term, or until the Sub-lessee has handed over vacant and peaceful possession of the rented premises, whichever is later. No interest shall be payable on the Security Deposit amount upon its return."
- 33) **“Sector”** means sectors within the SEEPZ SEZ premises.
- 34) **“SEZ Act”** means the Special Economic Zones Act, 2005 together with the rules, notifications and circulars issued by the Government of India (GOI) and any amendments or modifications thereof.
- 35) **“SEZ Rule”** means the Special Economic Zones Rules, 2006.
- 36) **“Successful Bidder”** means the technically eligible bidder offering highest rental in the e-auction process for the respective gala subject to approval of the

Authority.

- 37) **“Technical Bid”** means all documents submitted by the prospective bidders in Technical Bid as per requirement of the RFP. This includes the shortfall of information/ documents submitted on request of Authority, which will be only in the nature of historical documents which preexisted at the time of the tender opening.
- 38) **“Tender Evaluation Committee”** means the committee constituted by the Authority for the evaluation of the technical and financial bids submitted by the bidders.
- 39) **“Unit”** means a unit established by an entrepreneur within the SEEPZ Special Economic Zone, and shall include both existing units (whether established before or after the commencement of this Act), provided such units comply with all applicable conditions under the SEZ Act, 2005, and the rules framed thereunder.
- 40) **“Unit Holder”** means sub-lessee fulfilling the criteria mentioned at 39.
- 41) **“Unsuccessful Bidder”** means the bidders other than successful bidder.



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## **1 TENDER NOTICE**

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## SEEPZ SPECIAL ECONOMIC ZONE AUTHORITY

### 1.1 Tender Notice

#### Only through E-Tendering Mode

Tender No. SEEPZM-IT/9/2025-PROC/01

Dated: 01/03/2025

Online Tenders in Two Bid (Technical & Financial Bids) and e-auction methodology are invited by SEEPZ SEZ Authority, Mumbai from experienced and reputed entities fulfilling Eligibility Criteria for **E-TENDER CUM E - AUCTION FOR 'ALLOTMENT OF GALAS AT SEEPZ SEZ, MUMBAI'** as detailed in the tender document.

**Table 1: Key Information Sheet**

1	<b>Project Name</b>	Tender Cum Auction For 'Allotment of Galas at SEEPZ SEZ, Mumbai'
2	<b>TENDER FEE (Non – Refundable)</b>	As per Clause 3.1.1
4	<b>EMD</b>	As per Clause 3.1.2
5	<b>Additional EMD</b>	As per Clause 6.14.a
6	<b>Downloading of Tender Documents</b>	Tender Documents can be downloaded from the official web – site of SEEPZ SEZ Authority <a href="http://seepz.gov.in/tender.aspx">http://seepz.gov.in/tender.aspx</a> or <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>
7	<b>Date of Tender Publishing</b>	01/03/2025
8	<b>Last Date for receiving Pre-Bid Queries</b>	10/03/2025 till 3.30 pm
9	<b>Pre-Bid Conference</b>	12/03/2025 at 3:00 pm at Conference Room, 2nd Floor, Office of Development Commissioner, SEEPZ SEZ
10	<b>Authority Response to Queries latest by</b>	As per process (tentatively 7 to 10 days from the pre bid meet date)
11	<b>Last Date and Time for Submission of Bid</b>	31/03/2025 by 3:00 pm
12	<b>Technical Bid Opening</b>	01/04/2025 at 3:30 pm. (Online)
11	<b>Announcing Shortlisted Parties</b>	18/04/2025
12	<b>Financial Bid Opening</b>	21/04/2025

13	<b>Date of e-auction</b>	Online, to be intimated later as per process
14	<b>Announcement of Successful Bidder</b>	After the successful auction as per process
15	<b>Issue of the Letter of Intent (LOI)</b>	Tentatively within 7 to 10 days from the date of e-auction on deposit of Additional EMD.
16	<b>Final Allotment</b>	By SEEPZ SEZ Authority after issuance of Letter of Approval (LOA) by the Development Commissioner.
17	<b>Execution of the Sub-lease Agreement</b>	Within 30 days of issuance of final allotment letter, on completion of the Conditions Precedent given in this document at RFP Clause 4.26
18	<b>Possession of Gala</b>	Upon execution of Sub-lease Agreement
19	<b>Commencement of Operations</b>	As per RFP Clause 6.17
20	<b>Validity of Bids</b>	As per RFP Clause 4.26
22	<b>Name and Email Address where queries concerning this RFP is to be sent</b>	Shri Hanish Rathi Contact: 022-28294757/7976067037, Email – <a href="mailto:hanishr.g171701@gov.in">hanishr.g171701@gov.in</a> with copy to <a href="mailto:ddcseepz-mah@nic.in">ddcseepz-mah@nic.in</a>
23	<b>Miscellaneous Notes</b>	<ul style="list-style-type: none"> <li>• The Tender Fee and EMD in physical form shall be submitted to SEEPZ SEZ Office before closing of the Bid Due Date and Time.</li> <li>• Bidder can give offers for one or more galas by paying the Tender Fee and EMDs as mentioned in Clause 3.1.1 and 3.1.2. If a particular bidder has offered highest rent for more than one gala in e-auction, they may be allotted multiple galas, subject to fulfillment of other terms and conditions.</li> <li>• Tender documents are to be downloaded from SEEPZ SEZ Website / E-procurement web site by the Bidder as mentioned in the RFP document</li> <li>• The Bidder is responsible for downloading all Addendums, Amendments, and Responses to any queries from the website (as specified in the RFP) prior to submitting the tender. Failure to submit the required Addendums, Amendments, or Responses along with the tender documents will result in the non-consideration of the submission. Any incomplete tender documents identified during the technical bid evaluation will be rejected and will not be allowed to participate in the e-auction.</li> <li>• The SEEPZ SEZ authority reserves its right to, but</li> </ul>

		<p>without any obligation to do so, to seek any shortfall of information/ documents only in case of historical documents which preexisted at the time of the tender opening, and which have not undergone change since then and does not grant any undue advantage to any bidder</p> <ul style="list-style-type: none"> <li>• The Bidder should carefully review the tender document, bidding procedures, and all instructions outlined for the bidding process.</li> <li>• The Bid must be submitted online in strict compliance with the instructions provided in the tender document. The original DD/NEFT/RTGS for the EMD and Tender Fee must be sent to the Assistant Development Commissioner (Estate), SEEPZ SEZ, before the Bid Due Date for processing. A scanned copy of the DD/NEFT/RTGS instruments for the EMD and Tender Fee should be submitted online along with the bid documents.</li> </ul>
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**(Hanish Rathi)**  
**Assistant Development Commissioner/Estate**  
**SEEPZ SEZ**

## **2 INTRODUCTION**

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## **2.1 Background**

Santacruz Electronic Export Processing Zone (SEEPZ SEZ) was established in the year 1973 as a uni-product export processing zone exclusively for manufacture and export of electronic items. Keeping in view the high potential and pollution-free nature of the gems & jewellery industry, the Government of India decided to allow the manufacture and export of Gem & Jewellery items from SEEPZ during 1987-88, which soon gave a glamorous turn to SEEPZ. The basic objective was to promote economic growth, attract foreign investment and create employment in multiple sectors of industries i.e. Electronics/IT/ITES/Services and Gems & Jewellery.

SEZs are governed by The Special Economic Zone Act, 2005, Special Economic Zone Rules, 2006, and amendments thereto. The aim of a Special Economic Zone, as laid out in the Act, is generation of foreign exchange, infrastructural development, additional economic activity, promotion of exports, encourage investment and creation of employment. Any goods or services exported out of, or imported into, or procured by a unit in a special economic zone from a domestic tariff area shall, subject to such terms, conditions and limitations, as may be prescribed, be exempt from the payment of taxes, duties or cess.

Currently, SEEPZ SEZ, spread over 110 acres of land in the heart of India's commercial capital of Mumbai, is located just 6 kms away from Mumbai's International Airport and 30 kms away from the Jawaharlal Nehru seaport. SEEPZ-SEZ is well connected by rail, road and air with the rest of India and it provides comprehensive services and infrastructure support viz. parking space, hotels, restaurant, banking and postal services.

The SEEPZ SEZ Authority will provide bare shell structures in the form of gala to the successful bidders for which they will pay advance rent on quarterly basis to the Authority. Besides that the gala holder has to pay Fire Cess, BMC charges and service charges to the SEEPZ-SEZ Authority towards maintenance of Basic Infrastructure defined as above. Apart from these, the unit holder shall be liable to pay for Gatepass, electricity, water and such other facilities to the concerned service provider/concerned agencies.

The unit holders shall abide by SEZ Act, 2005 and SEZ Rules, 2006, SEZ Authority Rules, 2009 or any subsequent amendments/Circular/Notification/Instruction etc. issued thereon by Ministry of Commerce & Industry, SEEPZ-SEZ Authority, Centre/State labor policies as applicable.

## **2.2 Scope of Activities:**

- a) The gala will be allotted to a successful bidder holding valid LOA issued as per Rule 19, sub rule (1) of SEZ Rule 2006 for setting up of Manufacturing/Service (except warehousing and trading) units in the processing area of SEEPZ Special Economic Zone.
- b) The unit shall obtain all mandatory licenses like MPCB etc. as applicable to their specific industry segment. If required, the unit holder will have to set up an effluent treatment plant or any other infrastructural requirement to comply with

the licenses/approvals obtained from concerned agency/department at their own cost subject to permission from Authority and on payment of applicable charges.

- c) Prospective bidder will submit Tender Fee, EMD, documents as mentioned in the “
- d) **ANNEXURE G – CHECKLIST FOR CONSOLIDATED BID DETAILS TO BE SUBMITTED**” of the RFP along with any other documents required to be submitted as per RFP to fulfill the eligibility criteria.
- e) All Successful bidders will submit Additional EMD within 15 days of announcement of Successful Bidder. Letter of Intent (LOI) shall be issued by SEEPZ-SEZ Authority only after receipt of additional EMD.
- f) Successful bidders shall obtain the Letter of Approval (LOA) for setting up of the unit in the SEEPZ SEZ post issuance of LOI.
- g) The successful bidder shall be given possession of the gala only after entering into the Sub-lease Agreement with SEEPZ SEZ Authority. All payments wherever applicable shall be made through RiSE ERP Application or any other means approved/decided by the Authority.

### 2.3 Description of Galas:

As part of this tender, Authority is inviting bids for galas to be utilized for the purpose of activities permitted under SEZ Act, 2005 and rule made thereunder. The list of the available galas is given in below Table No 2. The locations of the Galas are specified in **ANNEXURE D – DETAILS OF THE UNITS**. Gala is allotted on 'As is Where is Basis'

**Table 2: List of Galas for allotment on Tender cum auction basis at SEEPZ SEZ**

Sr No	Gala No	Floor no.	Name of Building	Carpet area (in Sqm)	Reserve Rental / sqm/year (Rs.)	Date and time slot for e-auction
<b>Lot 1</b>						
1	103	1	NEST - 2	30.36	6,500	will be intimated after opening of financial bid
2	104	1	NEST - 2	30.36		
3	202	2	NEST - 2	30.36		
4	203	2	NEST - 2	30.36		
5	307	3	NEST - 2	30.36		
6	308	3	NEST - 2	30.36		
7	404	4	NEST - 2	30.36		
8	405	4	NEST - 2	30.36		
9	505	5	NEST - 2	30.36		
10	506	5	NEST - 2	30.36		

11	601	6	NEST – 2	30.36		
12	605	6	NEST – 2	30.36		
Lot 2						
13	122	-	SDV – IV	158	6,500	will be intimated after opening of financial bid
14	121A	-	SDV – IV	206		
15	305	3	NEST – 2	422		
16	121	-	SDF -IV	465		
17	304	3	NEST – 2	485		
Lot 3						
18	164	-	SDF – VI	532	6,500	will be intimated after opening of financial bid
19	504	5	NEST – 2	590		
20	403	4	NEST – 2	710		
21	601	6	NEST – 2	710		
22	602	6	NEST – 2	710		
23	603	6	NEST – 2	710		
24	604	6	NEST – 2	710		

**Note:**

- The gala areas are subject to final demarcation at site. The area may vary by +/- 5%
- In the event that the area is found to be different from the area specified in the table above, the rent shall be paid based on the actual area. It is the sole responsibility of the prospective bidders to ascertain the actual area. No retrospective benefits will be granted if the area is found to be smaller than the area specified above.

### **3 ELIGIBILITY CRITERIA**

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### 3.1 Eligibility Criteria:

Any Proprietorship Firm / Partnership Firm / Limited Liability Partnership/ Company registered under the Companies Act 1956 / 2013 or under the Partnership Act, 1932 or under the Limited Liability Partnership Act, 2008, as amended / modified / replaced from time to time shall be eligible to participate in bidding for galas. The following documents shall invariably be submitted along with the technical bid.

1. Tender Fees of Rs.5000/- (Rupees Five Thousand Only - Non-refundable) to be paid to Authority in form of Demand Draft/ NEFT in favour of "SEEPZ SEZ Authority Fund", payable at Mumbai from any Nationalized/Scheduled Bank.

NEFT data – Punjab National Bank, SEEPZ Branch

Account No. - 1253002100028398

IFSC Code - PUNB0125300

**Note:** *If a single bidder is participating for multiple galas, no separate Tender Fees to be paid for each gala.*

2. EMD for each gala is to be paid to Authority. In form of Demand Draft / NEFT/RTGS in favor of "SEEPZ SEZ Authority Fund", payable at Mumbai from any Nationalized / Scheduled Bank only through Regd. Post AD/ Speed Post only.

NEFT data – Punjab National Bank, SEEPZ Branch

Account No. - 1253002100028398

IFSC Code - PUNB0125300

Validity of EMD is 180 days from last date of bid submission.

**Note:** *If a single bidder is participating for multiple galas, EMD (as specified in Table 4) to be paid separately for each gala.*

3. Prospective bidder will submit documents as mentioned in the “
4. **ANNEXURE G – CHECKLIST FOR CONSOLIDATED BID DETAILS TO BE SUBMITTED**” of the RFP along with any other documents required to be submitted as per RFP to fulfill the eligibility criteria.

5. Tender document including Sub-Lease Agreement (attached as **ANNEXURE J – DRAFT SUB-LEASE AGREEMENT** and all the Addendums/ Amendments/ Replies to the queries duly signed and stamped at each page by the authorized person. The bidder will also enclose an undertaking that no changes have been made in the document.
6. Form of Application attached as **ANNEXURE A – FORM OF APPLICATION** along with Form of Undertaking attached as **ANNEXURE B – FORM OF UNDERTAKING**.
7. Attested true copy of Partnership deed in case the application is submitted by partnership firm, attested true copy of Memorandum of Association and Article of Association/ Bye laws in case of the application is submitted by a company along with Certificate of Incorporation.
8. Power of Attorney in favor of the person signing the application, bid and other requisite documents, undertaking on behalf of a partnership firm or Resolution of the Board of Directors in case of company.
9. Copy of PAN card and GST Certificate.
10. Details of pending litigations of party with SEEPZ SEZ Authority.
11. Undertaking for Fit and Proper cases (**ANNEXURE E – UNDERTAKING FOR FIT AND PROPER CASES** )
12. For demonstrating financial capacity, the bidder shall have:

(a) Minimum Average Annual Turnover (MAAT) of the Bidder during the last three financial years (FY 2021-22, 2022-23, 2023-24) shall be as given in table below

**Table 3: Minimum Average Annual Turnover and Average Projected Export**

Sr. No.	Gala No, Location	Carpet Area (in sqm)	MAAT (in Rs Lakhs per sqm)
1	NEST - 2 103	30.36	3.0
2	NEST - 2 104		
3	NEST - 2 202		
4	NEST - 2 203		
5	NEST - 2 307		
6	NEST - 2 308		
7	NEST - 2 404		

8	NEST - 2 405		
9	NEST - 2 505		
10	NEST - 2 506		
11	NEST - 2 601		
12	NEST - 2 605		
13	SDF - IV 122	158.00	
14	SDF -IV 121A	206.00	
15	NEST - 2 305	422.00	3.0
16	SDF -IV 121	465.00	
17	NEST - 2 304	485.00	
18	SDF - VI 164	532.00	
19	NEST - 2 504	590.00	
20	NEST - 2 403	710.00	3.0
21	NEST - 2 601	710.00	
22	NEST - 2 602	710.00	
23	NEST - 2 603	710.00	
24	NEST - 2 604	710.00	

- (b) Showcasing positive net worth at the end of the year i.e., for FY 2023-24. CA certified document for positive net worth to be submitted by the bidder.
- (c) In case any bidder wishes to apply for multiple galas, then the turnover criteria is applicable as per the sum total area of galas for which bids are submitted.
- (d) Checklist for Consolidated bid details to be submitted (as per
- (e) **ANNEXURE G – CHECKLIST FOR CONSOLIDATED BID DETAILS TO BE SUBMITTED)**

## **4 INSTRUCTION TO THE BIDDERS**

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#### **4.1 Key Information for e-tendering/auctioning is as under:**

- (i) Tender Document to be downloaded from the official website of SEEPZ SEZ <http://seepz.gov.in/tender.aspx> OR <https://eprocure.gov.in>.
- (ii) Tender Fees to be submitted as per Clause 3.1.1
- (iii) EMD to be submitted as per Clause 3.1.2
- (iv) If any queries regarding tender documents, the list of queries may be sent on email to [hanishr.g171701@gov.in](mailto:hanishr.g171701@gov.in) and copy to [ddcseepz-mah@nic.in](mailto:ddcseepz-mah@nic.in) & [seepz.pmu@gov.in](mailto:seepz.pmu@gov.in)
- (v) Pre-bid meeting at Conference Room, 2nd Floor, Office of Development Commissioner, SEEPZ SEZ and/ or through virtual mode. The link for Virtual Mode would be uploaded in <https://eprocure.gov.in/eprocure/app>. The link for the meeting is under :

**Meeting No.:** 2514 510 9982

**Password:** Prebid@2025

**Link:** <https://seepz.webex.com/seepz/j.php?MTID=m112d601a868988b19d5be762ce01557e>

- (vi) Key dates related to this tender have been mentioned in the Notice Inviting Tender (NIT).
- (vii) E - auction to take place only for galas where qualified bid is received. Online auction date and time for the gala will be intimated in due course to technically and financially qualified bidders.

#### **4.2 Downloading Tender Documents:**

Tender documents shall be available on the website with date and time as shown above. Bidder who wishes to participate in this tender must register on the CPP portal ( <https://eprocure.gov.in/eprocure/app> ).

#### **4.3 Online Submission of Bid**

- a) The Bidder shall not be permitted to edit/modify the bid under any circumstances after the last date and time prescribed for submission of tender as specified hereunder. No written or online request in this regard shall be entertained.
- b) The SEEPZ SEZ authority reserves its right to, but without any obligation to do so, to seek any shortfall of information/ documents only in case of historical documents which pre-existed at the time of the tender opening, and which have not undergone change since then and does not grant any undue advantage to any bidder.
- c) Bidders shall submit their tender online only on CPP portal and prior to the date and time mentioned above at Table 1, and the tender shall be digitally signed by the authorized representative of the Bidder. Tender documents in any other form including in physical/mail form shall not be accepted unless requested by the Authority.

#### **4.4 Instructions for Online Bid Submission:**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, preparing their bids in accordance with the requirements and submitting their bids online.

More information in this regard may be obtained at:  
<https://eprocure.gov.in/eprocure/app>.

#### **4.5 Registration:**

- a) Bidders are required to register on the e-Procurement module of the Central Public Procurement Portal (<https://eprocure.gov.in/eprocure/app>) by selecting the link “Online bidder Enrollment” on the CPP Portal. Registration is free of charge. Also refer following links for help -

<https://eprocure.gov.in/eprocure/app?page=HelpForContractors&service=page>

For Guidelines for bid submission -

[https://eprocure.gov.in/cppp/hassle\\_free\\_bid\\_submission.pdf](https://eprocure.gov.in/cppp/hassle_free_bid_submission.pdf)

For Bidders manual kit -

<https://eprocure.gov.in/eprocure/app?page=BiddersManualKit&service=page>

FAQ - <https://eprocure.gov.in/eprocure/app?page=FAQFrontEnd&service=page>

- b) As part of the enrolment process, the bidders shall choose a unique username and assign a password for their accounts.
- c) Bidders shall register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal and SEEPZ Authority.
- d) Upon enrolment, the bidders shall register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- e) Only one valid DSC shall be registered per bidder. Each bidder shall register only one valid DSC. Bidders shall be responsible for ensuring that their DSCs are not shared with others, as this may result in mis-use.
- f) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

#### **4.6 Searching for Tender Documents**

- a) There is various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include

Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

- b) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e- mail in case there is any corrigendum issued to the tender document.
- c) The bidder shall make a note of the unique Tender ID assigned to each tender; in case they want to obtain any clarification / help from the Helpdesk.

#### **4.7 Preparation of Bids**

- a) The tender document comprises of 03 (three) parts (i) Tender Fee and EMD, (ii) Technical bid and (iii) Financial bid.
- b) Bidder shall take into account any corrigendum published on the tender document before submitting their bids.
- c) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Bidders shall ensure that the Bid shall be complete in terms of number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- d) 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/RAR for technical bid and XLS for financial bid. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- e) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process. Please note: The bidder must submit documents uploaded in "My Space" with each tender separately. The bidder should take care that all relevant documents from "My Space" have been submitted as part of the bid documents for this specific tender.

#### **4.8 Submission of Bids**

- a) 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 shall be responsible for any delay due to other issues.
- b) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document. Checklist for Consolidated bid details to be submitted is attached as
  - c) **ANNEXURE G – CHECKLIST FOR CONSOLIDATED BID DETAILS TO BE SUBMITTED.**
  - d) Bidder has to select the payment option as “offline” to pay the Tender Fee and EMD as applicable and enter details of the instrument.
  - e) Bidder should prepare the EMD and tender fee as per the instructions specified in the tender document. The original should be posted/ couriered/ given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/NEFT/RTGS, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise, the uploaded bid may be rejected.
  - f) Bidders are requested to note that they should necessarily submit their financial bids in Financial Bid only and in the format provided. no other format is acceptable. If the price bid has been given as a standard 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 file, open it and complete the white colored (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 file is found to be modified by the bidder, the bid will be rejected.
  - g) 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.
  - h) 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 20bit 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 public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
  - i) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
  - j) 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.

- k) 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.

#### 4.9 Assistance to Bidders

- a) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- b) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk No.: 0120-4200462 or Email: and copy to [hanishr.g171701@gov.in](mailto:hanishr.g171701@gov.in) , [ddcseepz-mah@nic.in](mailto:ddcseepz-mah@nic.in) & [seepz.pmu@gov.in](mailto:seepz.pmu@gov.in)
- c) Details as required shall be uploaded in electronic format only. During the opening of online technical bid if it is found that above details as mentioned are not submitted in electronic format, tenders of such Bidder shall not be considered.

#### 4.10 Lease rental for galas put to tender

The Reserve Rental for the gala (per sqm/year) is mentioned in Table 2. The bidder shall quote in Financial Bid over and above the reserved rental. The highest rental quoted in Financial Bid for any particular gala will be termed as Revised Rental. Technically qualified bidders who have quoted over and above the reserve rental price shall be allowed to participate in the e-auction wherein the highest rental quoted in Financial Bid becomes the Revised Reserved Rental for eAuction. The bidder offering highest rental in e-auction (Offered Rental) over and above Revised Reserved Rental for a gala will be termed as successful bidder and shall be allotted the gala.

#### 4.11 List of Galas

The Detailed List of 24 Nos. of galas for allotment on Tender cum Auction basis for setting up Industrial galas at SEEPZ SEZ is given in Table no.3

**Table 4: List of galas for allotment**

Sr No	Gala No	Floor No	Building Name	Carpet Area (in sqm)	Reserve Rental (Rs/sqm/year)	EMD in Rs. (2% x 5 x Reserve Rental x Area in sqm)
1	103	1	NEST - 2	30.36	6,500	19,734
2	104	1	NEST - 2	30.36		
3	202	2	NEST - 2	30.36		
4	203	2	NEST - 2	30.36		
5	307	3	NEST - 2	30.36		
6	308	3	NEST - 2	30.36		
7	404	4	NEST - 2	30.36		

8	405	4	NEST - 2	30.36		
9	505	5	NEST - 2	30.36		
10	506	5	NEST - 2	30.36		
11	601	6	NEST - 2	30.36		
12	605	6	NEST - 2	30.36		
13	122	-	SDF - IV	158	6,500	1,02,700
14	121A	-	SDF -IV	206		1,33,900
15	305	3	NEST - 2	422		2,74,300
16	121	-	SDF -IV	465		3,02,250
17	304	3	NEST - 2	485		3,15,250
18	164	-	SDF - VI	532	6,500	3,45,800
19	504	5	NEST - 2	590		3,83,500
20	403	4	NEST - 2	710		4,61,500
21	601	6	NEST - 2	710		4,61,500
22	602	6	NEST - 2	710		4,61,500
23	603	6	NEST - 2	710		4,61,500
24	604	6	NEST - 2	710		4,61,500

Note:

- The gala areas are subject to final demarcation at site. The area may vary by +/- 5%

#### 4.12 Pre-bid meeting-

Pre-bid meeting will be held in the Conference Hall, second floor, Office of Development Commissioner, SEEPZ SEZ and/ or through Virtual Mode on date & time specified in Table-1 and clause 4.1(v) above.

#### 4.13 Opening of Technical tender

Technical tenders shall be first opened online, on the date specified in the document above. Technical bid shall be evaluated as per eligibility criteria mentioned in the tender documents. The decision of the Tender Evaluation Committee on evaluation of the bids shall be final and binding to every Bidder.

#### 4.14 Opening of Financial bid

Commercial or Financial bid of only technically qualified bidders, whose technical bid is accepted shall be opened. The tender documents fees for online tender documents shall not be refunded under any circumstances.

#### 4.15 SEEPZ SEZ Authority's Right to Annul the Bidding Process

- Notwithstanding anything contained in this tender document, Authority reserves the right to annul the bidding process at any time without any liability or any

obligation for such annulment, without assigning any reason.

- b) Authority reserves the right to invite revised Technical Tenders and / or revised Financial Tenders from Bidders with or without amendment of the tender document at any stage, without liability or any obligation for such invitation and without assigning any reason.
- c) Authority reserves the right to reject any Tender/Bid at any time, if a material misrepresentation is made or uncovered OR the Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the tender at any point of time during and after the Tender cum E-Auction Process.

#### **4.16 Amendments**

- a) At any time, prior to the last date for submission of tenders, Authority reserves the right to amend and modify the tender document. The amendments will be published prior to the last date for submission of the tender on CPP portal.
- b) The amendment so carried out shall form part of the tender and shall be binding upon the bidders. Authority may at their discretion, extend the last date for submission of the tender, to enable the bidders to have reasonable time to submit their tender after taking into consideration such amendments.

#### **4.17 Language of Tender**

The Tender submitted by the bidder and all correspondence and documents relating to the Tender exchanged by the bidder and the Authority shall be written in the English language. Any printed literature, other than English language, shall be accompanied by an English translation, in which case, for purpose of interpretation of the tender, the English translation shall govern.

#### **4.18 Currency for the Tender**

The bidders are required to quote their offer as per price schedule of the tender document in Indian Rupees only.

#### **4.19 Applicability of SEEPZ SEZ SOR:**

##### **a) Financial Bid:**

The Reserve Rental has been mentioned in tender documents. The Bidders must bid above the Reserve Rental for the gala. Any bid quoting rates below the Reserve Rental shall be rejected outright.

##### **b) E-Auction:**

The highest offered rental in the Financial Bid by the technically qualified bidder shall be considered the Revised Reserved Rental. A technically and financially qualified bidder may quote a rental amount above the Revised Reserved Rental, but the incremental value must be in multiples of the increment value decided by the Authority, i.e., Rs. 10 (Rupees Ten

only). The maximum sealing percentage is 10%.

#### **4.20 Deadline of Submission of the Bids**

Bids must be received by the Authority i.e. SEEPZ SEZ Authority in On-Line System on website <https://eprocure.gov.in/eprocure/app> not later than deadline mentioned in this document. In the event of the specified date for the submission of bids being declared a holiday by the Authority, the Bids will be received up to the appointed time on the next working day. The Authority may extend the deadline for submission of bids by issuing an amendment, in which case all rights and obligations of the Authority i.e. Authority and the bidders previously subject to the original deadline will then be subject to the new deadline. At the time of submission of the tender document, the Bidder shall give an undertaking that no changes have been made in document. The uploaded version of the Tender Document will be treated as authentic tender and if any discrepancy is noticed at any stage between the tender document and the one submitted by the Bidder, the conditions mentioned in the uploaded document shall prevail. Besides, the Bidder shall be liable for legal action for the lapses.

#### **4.21 Late Bids**

After the deadline prescribed the bids cannot be submitted in the CPP Portal.

#### **4.22 Bid Opening and Evaluation**

On the due date and appointed time, the Tender Evaluation Committee (TEC) will first open technical bids of all bids received. If any Bid contains any deviation from the Bids documents and / or if the same does not contain Bid security in the manner prescribed in the Bid documents, then that Bid will be rejected, and the Bidder will be informed accordingly. All valid Financial Bids shall be opened on the specified date from declaring the results of the Technical Bid.

#### **4.23 Examination of Bids and Determination of Responsiveness:**

Prior to detailed evaluation of Bids, the TEC will determine whether each Bid: (a) has been properly digitally signed, (b) meets the eligibility criteria (c) is accompanied by the required EMD, and; (d) is responsive to the requirements of the Bidding documents. A substantially responsive Technical and Financial Bid is one which conforms to all the terms, conditions, and specification of the Bidding documents, without material deviation or reservation.

A material deviation or reservation is one: (a) which effects in any substantial way the scope, quality or performance of the works; (b) which limits in any substantial way, Authority's rights or the Bidder's obligations under the contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting responsive Bids.



If a Technical Bid is not substantially responsive, it will be rejected by the TEC, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

#### **4.24 E-Auction**

- a) After opening of bids, gala will be put on e-auction and the Bidders, whose financial bids have been opened and will be eligible to participate in the e-auction of the gala. The exact dates and other details will be provided in due course
- b) After opening of financial bids, **highest rental offered for any particular gala** will become the **Revised Rental** of that particular gala for e-auction and the participant bidders have to quote over and above that Revised Rental in e-auction.
- c) The Highest Bidder of e-auction shall be the Successful Bidder. The remaining Bidders shall be kept in reserve and may be invited to match the Bid submitted by the Highest Bidder in case such Highest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the Highest Bidder, the TEC may, in its discretion, either invite fresh Bids from the remaining Bidders or annul the Bidding Process.
- d) The rental quoted by the successful bidder in e-auction would be considered as "Rent" or "Rental" for all future references.

#### **4.25 Expenses for Bidding**

Authority will not be responsible for any expenses incurred by the Bidder in connection with the preparation and submission of Bids.

#### **4.26 Validity of Bids**

The tender shall remain valid for acceptance for a period of 180 days from the date of opening of Technical Bid. Authority reserves their right to extend the period of validity for a specific time. The request and the response, there to, shall be made in writing by /E-mail. However, in the event of the bidder agreeing to the request, he shall not be permitted to modify his tender. In the event of the bidder agreeing to the extension, the bidder shall correspondingly extend the validity of the tender suitably along with valid extension of the Bank Guarantee furnished towards EMD against this Tender (if BG applicable). In case bidders do not agree to extend the validity of their offer beyond the validity period, EMD of such bidders shall be refunded after allotment of the gala.

## **5 TENDER PROCESS**

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## 5.1 TENDER PROCESS

- a) The Bidder shall submit the tender in three volumes as described below:

**Volume I: Tender Fee and EMD**

**Volume II: Technical bid**

**Volume III: Financial bid**

- b) The Technical bid shall invariably be submitted along with information/ documents as required under the eligibility clause, failing which, the bid shall be rejected, and commercial / financial bid of such Bidder shall not be opened.
- c) The authorized signatory shall sign the tender documents and other confirmation, undertaking etc. to be attached with the tender. The Bidder shall also produce a letter of authorization in form of power of attorney on requisite bond in case of partnership firm or resolution of the board of directors in case of company with the tender documents.
- d) The EMD of the unsuccessful Bidder will be released after 45 days after the declaration of successful Bidder. Whereas, in the case of successful Bidder, the EMD will be released only **after payment of Security Deposit, Quarterly Rent in advance for first quarter and execution of Sub-lease Agreement**. If the successful Bidder does not comply with the conditions or accept the letter declaring him as successful Bidder, then his EMD shall be forfeited by the Authority, and the Bidder shall lose the right over the gala.
- e) Tenders without Tender Fees and EMD shall not be considered valid and Technical Bid of those Bidders shall not be opened.
- f) Commercial or financial bids of only technically qualified bidders shall be opened and shall be considered.
- g) Bidders that quote over the reserve rental in the commercial / financial bid and are technically qualified will be invited to participate in the e-auction process.
- h) Details of the e-auction process will be shared with the techno-commercially qualified bidders post opening of the financial bid.
- i) The allotment of the gala will be made to the successful bidder, offering highest rental price for gala in e-auction and will be subject to the approval of competent Authority.

## **6    TERMS & CONDITIONS**

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### **6.1 Applications received prior to inviting online bids**

All the offers / bids received prior to inviting online bids as mentioned herein shall be treated as cancelled. The bids received through online tendering shall only be considered.

### **6.2 Unit to be inspected by bidder before bidding**

The bidder should inspect the site and carry out its own due diligence for the gala being leased at their own cost and should satisfy itself with respect to all aspects of the gala like size, site conditions, title, Governing regulations, development plan for the SEZ, its suitability and surrounding area, etc. The bidder shall intimate the date and time of site visit in advance via email to [hanishr.g171701@gov.in](mailto:hanishr.g171701@gov.in) with copy to [ddcseepz-mah@nic.in](mailto:ddcseepz-mah@nic.in) and [seepz.pmu@gov.in](mailto:seepz.pmu@gov.in).

The gala is being offered for rent to the successful bidder “As is Where is Basis and whatever there is basis” and no claim with respect to the size, site conditions, title, Governing regulations, development plan for the SEZ, its suitability and surrounding area, etc shall be entertained by Authority and Authority shall not be responsible for any such claim.

### **6.3 Bid document to be read and understood carefully**

The Bidder shall be deemed to have read carefully all the Instructions and conditions stipulated in the tender documents and understood the tender documents and any subsequent amendments.

### **6.4 Area of Unit**

The gala numbers and the area or thereabout are mentioned in the table in **Clause 4.11 List of Galas** The e-auction sequence of the galas to be in the order in which they are listed in **Clause 4.11 List of Galas**

### **6.5 Details of Status/ Constitution of the Bidder**

The Bidder shall invariably mention in the Tender Documents Status of the Firm, Name and Designation of the Partners/Directors/Share Holders etc. with shareholding pattern along with certified copy of all relevant documents. (Refer

**ANNEXURE G – CHECKLIST FOR CONSOLIDATED BID DETAILS TO BE SUBMITTED)**

### **6.6 Authority for Signing Tender Documents**

- a. The tender, if submitted on behalf of principals or a Partnership Firm shall be signed either by all the partners or some of the partners or other person/s holding

a valid "Power of Attorney" from other partners or all the partners constituting the firm or the principals as the case may be.

- b. In the event, the tender is signed by some of the partners or other persons or the Agents, the tender shall be accompanied by a valid Power of Attorney duly executed by partners/principals specifying that the partners or person/s or Agents signing the tender has the Authority to bind them or the firm as the case may be, in all matters pertaining to the tender.
- c. In case of a company, the tender should be signed by a person holding a valid Power of Attorney executed in his favor in accordance with the constitution of the company.

### **6.7 Security Deposit**

For successful bidders, the Security Deposit shall be 6 months rental and to be submitted through DD/NEFT/RTGS during execution of the Sub-lease agreement. The security deposit shall be valid for the entire duration of the Sub-lease agreement period. The said Security Deposit shall be revised at the end of the lease term as per the applicable revised sub-lease agreement at the time of renewal.

The security deposit will be returned without any interest after 6 months from the date of issuance of final exit order to the unit or in case of eviction post settlement of all dues.

### **6.8 Process to be Confidential**

After the public opening of tenders, information relating to the examination, clarifications, evaluation and comparison of tenders and recommendations concerning allotment of gala/space shall not be disclosed to bidders or other persons not officially concerned with such process.

Any effort by bidders to influence the officer(s)/ consultants in the process of finalization of tenders may result in the rejection of the Bidder's Tender.

### **6.9 Right of acceptance or rejection of any Bid**

Unless the possession of the gala is offered by the Authority after receipt of all payments and security deposit from the Bidder, mere submission of Bid, BG / DD of EMD and offering of premium will not confer any right or interest in favor of the Bidder for allotment of gala. The Authority reserves the absolute right to reject any Bid at any time without assigning any reason thereto.

### **6.10 EMD may be liable to be forfeited & Debarment from participation**

EMD or amount equivalent to the EMD shall be liable to be forfeited/ deducted from the payment made and bidder shall be debarred from participating in future tenders for 3 years.

- a. If a bidder withdraws his tender during the period of tender validity.
- b. In case, the bidder is found to have provided false information/ submitted forged documents.
- c. In case bidder fails to comply with any terms of RFP/LOI/ Final Allotment or Sub-lease agreement issued by Authority.

#### **6.11 Allotment**

The allotment of the gala will be made to the successful bidder and will be subject to the approval of SEEPZ SEZ Authority and Approval Committee.

#### **6.12 Indemnifying SEEPZ SEZ Authority**

The allottee must indemnify SEEPZ SEZ Authority against any loss/damages to property or lives arising out of use of gala.

#### **6.13 Condition Precedent**

The mandatory compliances shall be required prior to the execution of the Sub-lease Agreement include, but are not limited to, securing a Letter of Approval (LOA), payment of the Security Deposit (equivalent to six months' rent), payment of rent for the first quarter as per the payment schedule, and submission of the duly adjudicated Sub-lease Agreement, as applicable, among other requirements as defined in the RFP and draft sub-lease agreement.

#### **6.14 Execution of Sub-lease Agreement**

- a. After E – Auction process, Authority will announce the H1/Successful Bidder and issue a Letter of Intent (LOI) to the successful bidder(s) of respective gala after receiving an additional EMD of **2% x 5 years x (Offered Rental - Reserve Rental) x Area in sqm**. The Additional EMD is to be valid till the execution of Sub-lease Agreement.
- b. The Authority will issue Final Allotment after the issuance of LOA by the Development Commissioner, SEEPZ-SEZ.
- c. Within 30 days of final allotment, the successful bidder upon satisfying the condition precedents and payment of Security Deposit (equivalent to 6 months Rental) and quarterly rent in advance, will execute Sub-lease Agreement.
- d. The EMD will be released subsequently or may be adjusted against security deposit on request of successful bidder.
- e. The draft of Sub-lease Agreement is enclosed a **ANNEXURE I – ADDITIONAL DECLARATION**
- f. (Applicable where the bidder having existing unit at SEEPZ SEZ or any other SEZ)

**From:**

Name of the Firm/Company/Partnership:

Postal Address / Registered Office:

**To**

**The Development Commissioner**

SEEPZ Special Economic Zone, Service Building, MIDC, Andheri (E) Mumbai – 400096

**Sub: Tender cum Auction for ‘Allotment of galas at SEEPZ SEZ, Mumbai’**

Dear Sir,

Please refer to your RFP vide Tender No. \_\_\_\_\_ dated [\_\_\_\_\_] inviting offers for allotment of galas in SEEPZ SEZ. We hereby solemnly confirm that our application will be rejected if non-compliant with the following conditions:

- 1) We have no pending litigations with the SEEPZ SEZ Authority on account of pending dues or any other matter.
- 2) We understand and agree that non-submission of the sub-lease agreement within 3 months from the issuance of the Final Allotment, as per SEZ Rules 2006, without a valid reason to the satisfaction of the Authority, will result in the rejection of our application.
- 3) We hereby declare that we have no foreign exchange pending beyond the permissible limit as per RBI guidelines.

Further, we undertake that no alterations, modifications, or changes have been made to any text, terms, conditions, annexures, or amendments of the Request for Proposal (RFP) in the submission of our Bid. We acknowledge that our Bid has been submitted in full compliance with the original terms and provisions set forth in the RFP and its associated documents and we understand that Authority reserves right to reject the Bid in case of such alterations, modifications, or changes have been observed by the Authority.

Yours faithfully,

(Signature, name and designation of the Authorized signatory and seal of Bidder)



g. **ANNEXURE J – DRAFT SUB-LEASE AGREEMENT.**

- h. The possession of the gala shall be given only after successful execution of the Sub-lease Agreement, failure to do so may attract cancellation of the allotment and Authority shall also have the right to forfeit the EMD for bidder's default.

**6.15 Sub-lease Period**

Sub-lease period means the term of lease shall be of 5 (five) years, for which the gala is given on rent to the Sub-lessee, commencing from the date of Sub-lease Agreement, unless terminated earlier as per the terms of the agreement. The revision in rental of gala shall be as per Draft Sub-lease Agreement.

**6.16 Rent**

Rent shall mean annual rent at the rate offered by the successful bidder. The sub-lessee shall pay an **Advance Quarterly Rent** for the gala during the Sub-Lease Period. The Quarterly Rent shall be payable by means of RiSE ERP Application or as may be notified by the Authority. Successful bidder shall pay first advance quarterly rent before the execution of sub-lease agreement and for subsequent periods the advance quarterly rent shall be paid on or before first day of every quarter till expiry or early termination of the agreement. ***The Rent shall be applicable from the date of Final Allotment.***

**6.17 Timeline for Compliances and Payment**

No extension of time shall be granted by the Authority in making payment of the amount payable in terms of the lease of gala by the sub-lessee except in rare circumstances in which case the Authority reserves the right to grant extension subject to approval of its competent Authority and levy of penalty, interest charges and conditions as may be levied by the Authority.

- All the condition precedent for Sub-lease Agreement execution to complete by the bidder. Also refer **Clause 6.13 Condition Precedent**
- The allotment/ possession of gala under this policy will be deemed to commence from -
  - The date of handing over of the possession or date of execution of Sub-lease agreement of the gala to the sub-lessee only after making full payment of Security Deposit and advance quarterly rent to the Authority and execution of sub-lease Agreement.
  - In case of non-payment, the SEEPZ SEZ Authority may forfeit the security deposits and payments made till that time.

It is further to note that,

- The Sub-lessee has to comply with the provisions of SEZ Act 2005 and SEZ Rules 2006 as amended and all applicable guidelines and timelines as mentioned therein with respect to the SEZ gala.
- The unit holder needs to submit its application for setting up of unit in SEEPZ SEZ to Development Commissioner office at the earliest and in no case not later than 45 days from issuance of LOI against payment of requisite fees.
- Failure to do so, the LOI shall be liable to be terminated and the EMD along with Additional EMD shall be liable to be forfeited.
- The unit holder (sub-lessee) has to comply with the provisions of SEZ Act, 2005 and SEZ Rules, 2006 as amended and all applicable guidelines and timelines as mentioned therein with respect to a SEZ unit.
- Further operations shall be started within 365 days of issue of final allotment from the SEEPZ SEZ Authority. The Development Commissioner may grant further extension in terms of SEZ Rule 19(4) of SEZ Rules, 2006.
- Request for an extension of quarterly rent payment will not be considered except, in rare circumstances and only after the approval of Authority and with applicable penalty.
- Provided further that,
  - In case there is any delay caused in grant of Letter of Approval by Development Commissioner or any entity as applicable, for any reason which is attributable to any fault or non-compliance or delay caused by the Sub-lessee in submission of requisite documents/ information/ compliance etc, the Authority reserves the right to cancel the LOI. EMD will not be refunded in that case.
  - Also, if the Letter of Approval is rejected by Competent Authority, the EMD amount will be refunded to the applicant after due compliance.

#### **6.18 Mortgage**

As per Draft Sub-lease Agreement.

#### **6.19 Utilization of Gala**

If the leased gala is not utilized within 365 days from the date of execution of the Sub-lease Agreement for the purpose for which it was allotted, the Authority reserves the right to cancel the allotment of the gala, and the unit shall be evicted.

Provided further that the sub-lessee may submit the permission / extension letter from Development Commissioner confirming extension regarding utilization of gala for the SEZ purposes for consideration of the Authority which may be examined by the Authority as per the applicable rules and policies in vogue at time of making such request.

#### **6.20 Responsibility of premises and cleanliness**

a) Goods stored under the leased land shall be at the entire risk and responsibility of the sub-lessee. The Authority will not in any way take

responsibility for pilferage, theft, fire or loss thereof. The sub-lessee shall post their own watch to safeguard the goods stored at their allotted space and to prevent any unauthorized occupation of such space by others.

b) The successful Bidder must ensure that the allotted areas remain clean to the satisfaction of Authority and pollution-under-control as per applicable norm of State / Central Pollution Control Board and other statutory authorities during the entire lease period.

#### **6.21 Indemnity**

The sub-lessee shall be liable to pay compensation and to make good any loss and reimburse to Authority any cost towards any loss or damage occurred to any property, person or any third party arising out of or in any way in connection with the lease or the activities of the sub-lessee as directed by Authority.

The sub-lessee shall indemnify Authority against all claims filed against Authority or which would be so enforceable against Authority, in respect of any injury (including injury resulting to death), loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise in connection with the activities of the sub-lessee.

#### **6.22 Electricity**

The intending sub-lessee shall obtain power connection by completing the formalities of the Electrical supply as specified by SEEPZ SEZ Authority's Electric department. Power connection, consumption deposits and other charges shall be paid by the intending sub-lessee to the relevant party as applicable as per the rate specified from time to time. The gala holder will have to install their own meter.

#### **6.23 Water Connection**

The intending sub-lessee shall apply for water connection from relevant water supply department of MIDC. Water supply can be made available on payment of necessary Security Deposit, water connection and water consumption charges, subject to the applicable terms and conditions of the respective department.

#### **6.24 Damage to Existing Services**

a) Drains, pipes, cables, overhead-wires and similar services encountered in the course of the work shall be guarded from injury by the sub-lessee at his own cost so that may continue in full and uninterrupted use to the satisfaction of the Authority thereof or otherwise occupy any part of the site in a manner likely to hinder the operation of such services.

b) Should any damage be done by the Contractor to any mains pipes, cables or lines (whether above or below ground). Whether or not & shown on the

drawings, the Contractor must make good or bear the cost of making good the same without delay to the satisfaction of Authority.

c) SEEPZ SEZ roads and approach roads including culverts used for transporting of Dry Excavated material and Stones should not be damaged or defaced with mud and muck of tyres. The tyres of the transport equipment should be cleaned prior to usage of road. Should any damage or defacing happen, the contractor must make good or bear the cost of making good to the satisfaction of Authority.

#### **6.25 Dispute Resolution/ To appoint the arbitrator**

As per Draft Sub-lease Agreement

#### **6.26 Force Majeure**

- a) Notwithstanding the provisions of this Agreement, neither Party will be liable for damages or termination due to non-performance, if and to the extent that the delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
- b) If a Force Majeure situation arise, the affected Party shall promptly notify the other Party in writing of such conditions and the cause thereof. Unless otherwise directed by the unaffected party in writing, the affected Party shall continue to perform its obligations under the deed as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- c) In the event of occurrence of such Force Majeure event, the affected Party shall request in writing for extension of time schedule and the Parties shall renegotiate the time lines.
- d) "Force Majeure" shall mean:
  - (i) War (whether declared or undeclared), invasion, armed conflict or act of a foreign enemy in each case involving or directly affecting the Parties;
  - (ii) Revolution, riot, insurrection or other civil commotion, act of terrorism or sabotage in each case within India and directly affecting the Parties;
  - (iii) Nuclear explosion, radioactive or chemical contamination or ionizing radiation directly affecting the Parties;
  - (iv) Strikes, working to rule, go-slows and/or lockouts directly affecting the Parties;
  - (v) Civil unrest, protest by any section of the society preventing the execution of the operations;
  - (vi) Work stoppage pursuant to a court order or any Government departments;
  - (vii) Non-receipt of requisite Government approvals and sanctions;
  - (viii) Any effect of natural calamity, including lightning, fire, earthquake, unprecedented rains, tidal wave, flood, storm, cyclone, typhoon, tornado or any act of God within India and directly affecting the

- Parties;
- (ix) Any event or circumstances of a nature analogous to any events set forth above.

**6.27 Approvals from Statutory Authorities:**

SEEPZ SEZ Authority will only issue Final Allotment in the name of allottees. The allottees will have to obtain all required approvals from different statutory authorities as applicable. The project Environmental Clearance for SEEPZ SEZ has been obtained. The same can be downloaded from Authority website.

SEEPZ SEZ Authority shall not be responsible for any loss/damages etc. occurring, if permission or approval are not granted. SEEPZ SEZ Authority shall endeavor to facilitate such permission to the extent possible.

**6.28 Use of Gala:**

The sub-lessee shall not use the gala for any other purpose for which the allotment is made without the written consent of Authority. The allottee shall not carry out any activity that may be considered detrimental to the interest of the Authority or to the National security. Land to be allotted on "AS IS WHERE IS BASIS"

**6.29 Inspection of Unit by Authority:**

The allottee shall at all reasonable time allow access for inspection of the gala to the Authority or its officer duly authorized or agency as aforesaid.

**6.30 Subletting/Assigning of Gala:**

The successful bidder who is allotted gala shall not assign, sublet, or part with the possession of the gala or any part thereof; or any building or buildings thereof or any part thereof; or any interest therein.

**6.31 Change in Ownership/Transfer:**

Transfer/change of equity/reorganization etc. of the unit will be subject to the approval of Approval Committee of SEEPZ SEZ as per applicable provisions of SEZ Act, 2005, SEZ Rules, 2006 and Instructions issued from time to time by the MoCI. Such changes shall be intimated to the Estate Officer by the unit.

**6.32 Expiry of Lease Agreement/ Termination/ Surrender:**

- a) After expiry of Rental term, the Sub-lessee shall have hand over vacant and peaceful possession of the leasehold gala on the day of expiry of term of lease, to the Authority.
- b) In case of cancellation of allotment of gala on account of non-compliance by

sub-lessee, the sub-lessee shall hand over vacant peaceful possession of the gala within the time stipulated in the notice of cancellation of allotment by removing all the structures and materials etc. erected and/or lying if any on the demised premises at his own cost. The security deposit will be refunded and the sub-lessee is bound to handover back the possession of gala with immediate effect by removing all the structures thereof in its original condition.

- c) The Authority shall have the right to terminate the lease, before the expiry of the term, in extraordinary circumstances related to public interest, national security or non-compliances.
- d) Sub-lessee will have the option to surrender the unit (after minimum operational period of 2 years), subject to prior notice by the sub-lessee at least 6 (six) months in advance and with appropriate approval from SEZ authorities. Refund of security deposit without interest will be made post deduction of the dues if any upto the date of handing over back the vacant possession of the leased gala to the Authority.
- e) However, in the event of sub-lessee's failure to hand over the possession of the gala within the stipulated time, it shall be lawful for the Competent Authority, SEEPZ SEZ Authority or authorized person on his behalf to enter upon the gala and take over possession. In this scenario, all expenses incurred while acting for taking over of possession of the said gala shall be recoverable from the sub-lessee.
- f) After expiry/termination of agreement and authority decided not to renew the same, the unit holder shall remove all the structures at his own cost within 30 days of intimation by the Authority subject to payment of advance rent.
- g) It is hereby, expressly declared that exercise of power by the Competent Authority, SEEPZ SEZ Authority under this clause shall not preclude Authority from taking any action under any other relevant terms and conditions, subject to approval by Development Commissioner, SEEPZ SEZ Authority

#### **6.33 Renewal of Sub-lease Agreement:**

If the sub-lessee shall have duly performed and observed the covenants and conditions to the satisfaction of this agreement, then sub-lessee shall give written application for renewal to the Authority before the expiry of sub-lease agreement. Renewal will be subject to the valid LoA. The applicable charges and rent for renewed agreement may be determined by the Authority as per Draft Sub-lease Agreement.

#### **6.34 Administration of Terms of Allotment:**

- a) Competent Authority, SEEPZ SEZ Authority shall administer the main terms and conditions, terms of final allotment, rules and procedures of allotment and terms of and sub-lease agreement. The Authority shall issue all letters, notices, approvals and other communications in connection with the gala allotted including the notice of cancellation of allotment and/or determination of lease, notice of taking over the possession of the gala after cancellation of

allotment and to take any suitable action under the said terms.

b) All Rules and Regulations made by Competent Authority, with regard to use of the gala shall be deemed to be part of terms and conditions of allotment and shall be binding on the allottee.

#### **6.35 Power of Attorney**

Power of Attorney in favor of the person signing the application and undertaking on behalf of a partnership firm. The authorized signatory shall sign the tender documents and other confirmation, undertaking etc. to be attached with the tender. The Bidder shall also produce a letter of authorization in form of power of attorney on requisite bond in case of partnership firm or resolution of the board of directors in case of company with the tender documents.

#### **6.36 Interest of delayed payment:**

Any arrears of rent or other money accruing to or in favor of the SEEPZ SEZ Authority or from the sub-lessee shall be recoverable along with p e n a l interest on delayed payments at the rate of 12%. The delay in payments shall be calculated for each day of default from the time any of such payments/ taxes become payable by the Sub-lessee till such time the payment/ taxes along with the penal interest is paid by the Sub-lessee.

#### **6.37 Penalty on violation:**

If the sub-lessee breaches / violates any provisions of **Sub-lease Agreement including projections mentioned in Business Plans**, the Authority would reserve the right to impose the appropriate penalty or cancel the sub-lease agreement depending upon the nature and magnitude of such violation. In case of cancellation, no refund is liable to be made.

After the expiry or termination of lease or forfeiture of lease, if the sub-lessee continues to occupy the unit, the sub-lessee will be treated to occupy the gala unauthorizedly, and the Sub-lessee shall be liable to pay compensation for wrongful use and occupation at three (3) times the quarterly rent, till vacant possession is obtained by the Authority.

#### **6.38 Observation of rules and regulations of Authority and other Government Authorities:**

The sub-lessee shall observe all provisions of laws, rules, bye laws regulations, orders and notification relating to the Port issued by the Central Government Board, Competent Authority or any other competent Authority from time to time.

#### **6.39 Integrity pact:**

The bidder shall submit Integrity Pact duly signed by authorized signatory. This shall be submitted with the along with the bid/ tender documents and

shall be part of the contract agreement. The format of Integrity Pact is enclosed at **ANNEXURE H – PROFORMA OF INTEGRITY PACT**.

#### **6.40 Fraud and Corrupt practices**

The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Sub - lease period. Notwithstanding anything to the contrary contained herein, or in the LOA or the Sub-lease agreement, the Authority reserves right to reject the Bid, terminate the Sub-lease agreement, without being liable in any manner whatsoever to the Bidder, as the case may be, if it determines that the Bidder has directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security as damages and reserve the right to forfeit the security deposit or any other advance payments made as per provisions.

#### **6.41 Miscellaneous**

- a) Bids without Tender Fees, EMD and which do not fulfill all or any of the conditions of tender document shall be rejected outright.
- b) Bid with incomplete details in any aspect shall also be rejected. Conditional tender shall not be accepted.
- c) This tender notice / RFP shall form a part of tender document.
- d) The bid submitted by the Bidders shall have valid digital signature certificate.
- e) Every Bidder shall mention his e-mail address and office / cell number in technical bid.
- f) Only technically and financially qualified bidders for respective gala will be invited for the e-auction of respective gala. The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
  - I. Suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
  - II. Consult with any Bidder in order to receive clarification or further information;
  - III. Retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
  - IV. Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

#### **6.42 Service charges for Infrastructure Services:**

The Authority, as the Developer, will provide road connectivity within the SEZ



area, security, and security gates at the entry/exit points of the SEEPZ premises. The Authority will levy a service charge on the Sub-lessee, and the Sub-lessee will be liable to pay such service charges (as revised from time to time) from the date of Final Allotment until the gala is vacated and handed over to the Authority after the expiry, termination, or surrender of the lease.

Authority reserves the right to levy penalty at such rate as may be notified from time to time for the delay period over and above the time stipulated by the Authority for payment of service charges and other related dues.

Non-payment of the Service Charges or any other related charges/ dues as claimed by the Authority within the stipulated time shall also render the lease for termination.

#### **6.43 Change in Law:**

The sub-lessee shall also be bound and will abide by all the changes in law, all applicable guidelines, rules, regulations, legislations, acts, etc (as amended) as become applicable to the respective gala.

## **7 ANNEXURES**

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## 7.1 ANNEXURE A – FORM OF APPLICATION

NOTE: Application form should be filled-in completely in all respects by attaching Annexures, if any and submit along with the Technical bid documents. Incomplete forms will not be considered for allotment of gala. The Competent Authority, SEEPZ SEZ Authority, at his absolute discretion, may reject any application without assigning any reasons. Mere submission of application will not create any right or claim for allotment of plot in favor of the Bidder.

### 1. PARTICULARS OF THE BIDDER:

- (A) Name of the Firm/Company/Partnership/LLP
- (B) Postal Address / Registered Office

### 2. CONSTITUTION OF THE FIRM / COMPANY

State whether it is

Constitution	Document attached
Proprietary	8
Partnership	9
Private Ltd.	10
Public Limited	11
Co-operative Society	12
Authority	13
Limited Liability Partnership	14

NOTE: In case of Partnership firm, copy of the Partnership Deed should be enclosed. If application is on behalf of private or public Ltd. company, a copy of Memorandum and Article of Association of the Company together with Certificate of Incorporation and a copy of Resolution authorizing the signatory to apply on behalf of the Company should be enclosed. If the Application is being made in the capacity of a Promoter of proposed Company, it may clearly be so stated. If it is a Society whether it is registered under Co- operative Societies Act or Societies Registration Act may be stated. Details of Registration Number and date may be given.

3. Tender cum Auction for allotment of \_\_\_\_\_ galas for setting up of unit at SEEPZ SEZ

- (i) Location of the Unit, Industry for which Unit is required, Size of Unit, applied for allotment

## DECLARATION

1. I / We declare that, I / We have gone through the Terms and Conditions set out for the lease of Gala/ space in SEEPZ SEZ Authority and also terms of Draft Sub-lease Agreement and hereby undertake to abide by the same.
2. I / We also agree that if in the event of allotment of any of the gala applied for being made to me/ us and if I / We fail to take over the possession of the said gala within stipulated timelines, the Earnest Money remitted here under will stand forfeited.
3. I / We also agree that the Earnest Money remitted hereunder will be held by the Authority without interest.
4. I / We also agree that the RFP along with all its annexure and amendments/ corrigendum published from time to time are part of the Draft Sub-lease Agreement and in case of ambiguity, discretion of the Authority will be final and binding.
5. I / We further state that the particulars given above are true and correct to my / our knowledge and belief and that no material facts have been concealed or withheld.

Date:

Place:

Signature(s) of authorized signatory with designation (Partner/ Director/ Promoter/ Managing Authorities) along with seal indicating the designation held by the signatory. (Copy of Power of Attorney / Letter of Authority to be enclosed)

#### 14.1 ANNEXURE B – FORM OF UNDERTAKING.

(To be enclosed along with Application Form)

**From:**

- (A) Name of the Firm/Company/Partnership:  
(B) Postal Address / Registered Office:

**To**

**The Chairperson**

SEEPZ Special Economic Zone Authority,  
Service Building, MIDC, Andheri (E)  
Mumbai – 400096

**Sub: Tender cum Auction for 'Allotment of galas at SEEPZ SEZ, Mumbai'**

Dear Sir,

Please refer to your RFP vide Tender No. \_\_\_\_\_ dated \_\_\_\_\_ press advertisement inviting offers for allotment of galas in SEEPZ SEZ. Having visited the site and examined the location of the gala and having obtained all other information from all the concerned Authority, we offer to utilize and maintain the below mention galas for the intended purpose.

List all the galas for which bids are being submitted

Sr No	Gala No.	Floor No	Building Name	Carpet Area (in Sqm)	Intended purpose/Industry	EMD submitted (Rs.)
1	15	16	17		19	20
2	21	22	23	24	25	
3	27	28	29	30	31	
4	33	34	35	36	37	
5	39	40	41	42	43	
6	45	46	47	48	49	

We undertake that we have gone through the conditions of RFP, Procedure of Allotment, terms and conditions of Allotment, undertaking for fit and proper cases (for Unit holders) and we hereby unequivocally accept all the said terms and conditions and will accept the responsibility for obtaining all the Statutory and other clearances required, if the gala is allotted. Also our business proposal is in alignment of the SEZ Act 2005 & SEZ Rules 2006 and amendment thereof.

We also undertake that in the event of our withdrawing the offer before the prescribed or extended validity of bids, if there is any discrepancy in the Application/ Undertakings/ Forms/ Documents and/ or EMD Furnished will be forfeited. We agree that unless possession of the gala is offered, post receipt of all payments from the successful bidder to the SEEPZ SEZ Authority, the mere submission of application, payment of Earnest Money (EMD) and quoting "Highest Rental" will not create any right in favor of us for allotment of gala and that SEEPZ SEZ Authority reserves absolute right to reject all or any application and / or tender at any time without assigning any reason.

Yours faithfully,

(Name & Signature of the authorized  
signatory and Seal of the Company)

Place

Date

### 50.1 ANNEXURE C – FINANACIAL BID

To

The Development Commissioner  
SEEPZ SEZ  
2<sup>nd</sup> Floor, Service Building,

Andheri (E), Mumbai – 400096

Sub: Financial Bid for allotment of galas at SEEPZ SEZ, Mumbai

Dear Sir,

I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Financial Bid for the aforesaid project. The Financial Proposal is unconditional and unqualified. We hearby offer the rent as per the BoQ attached in the Financial Bid in CPP Portal.

I/We hereby agree that the Advance Quarterly Rent shall be payable before the execution of Sub-lease Agreement.

I/We further agree to pay to Authority, the rent on quarterly basis during the entire term of the Lease.

I/we submit this Financial Proposal under and in accordance with the terms of the RFP and the Bidding documents.

Date:

Place:

Yours faithfully,

(Signature, name and designation of the  
Authorized signatory and seal of Bidder)

## 50.2 ANNEXURE D – DETAILS OF THE UNITS

(Details of the units are part of this Tender document)

### SEEPZ SEZ MAP





### List of Units

Sr No	Gala No	Floor No	Building Name	Carpet Area (in sqm)	Reserve Rental (Rs/sqm/year)
Lot 1					6,500
1	103	1	NEST - 2	30.36	
2	104	1	NEST - 2	30.36	
3	202	2	NEST - 2	30.36	
4	203	2	NEST - 2	30.36	
5	307	3	NEST - 2	30.36	
6	308	3	NEST - 2	30.36	
7	404	4	NEST - 2	30.36	
8	405	4	NEST - 2	30.36	
9	505	5	NEST - 2	30.36	
10	506	5	NEST - 2	30.36	
11	601	6	NEST - 2	30.36	
12	605	6	NEST - 2	30.36	
Lot 2					
13	122	-	SDF - IV	158	
14	121A	-	SDF -IV	206	
15	305	3	NEST - 2	422	
16	121	-	SDF -IV	465	
17	304	3	NEST - 2	485	
Lot 3					
18	164	-	SDF - VI	532	
19	504	5	NEST - 2	590	
20	403	4	NEST - 2	710	
21	601	6	NEST - 2	710	
22	602	6	NEST - 2	710	
23	603	6	NEST - 2	710	
24	604	6	NEST - 2	710	

### 50.3 ANNEXURE E – UNDERTAKING FOR FIT AND PROPER CASES

The bidder needs to ensure the business alignment as per SEZ Act, 2005 & SEZ Rules, 2006 and Amendment thereof and Authorized services provisions

The Business Plan of the Bidder should broadly include the following,

We undertake the business proposed is in alignment of the provisions of SEZ Acts, 2005 & SEZ Rules, 2006 and amendment thereof

- 1) Key drivers of the project
- 2) Planned operations in the unit
- 3) Facilities and infrastructure to be created within the unit
- 4) Estimated Investment Levels and Employment
- 5) Additional volume of container cargo expected
- 6) Power, input water and wastewater outlet for the unit during full capacity operations

#### **UNDERTAKING**

We M/s \_\_\_\_\_ (the "Bidder") hereby agree to comply with and observe all of the accompanying terms and conditions ('Terms and Conditions') in consideration of SEEPZ SEZ Tender cum Auction.

1. We undertake that while implementing the SEZ Unit project, our entity name will remain the same. (Subject to provision of SEZ Acts and Rules)
2. While participating in a bid, We undertake that we may need to provide information to SEEPZ SEZ on our current SEZ Unit.
3. We undertake that sub-lease of any infrastructure or land to another entity is not allowed as per SEZ act. Any sub-lease of the leased gala or any part thereof, or of the infrastructure to be erected thereon or any part thereof, shall be deemed unlawful and render the lease voidable.
4. We undertake that we need to present the financial source for the proposed investments, as well as proof that such funding is available.
5. While participating in a bid, we are required to validate our industry type, such as manufacturing, service, among others. (Subject to provision of SEZ Acts and Rules)

**A. For the Manufacturing Industry: It is noted that:** (Subject to provision of SEZ Acts and Rules)

We understand and undertake that

- i) our exports shall always be greater than our total DTA sale.
- ii) our exports shall always be greater than our import to maintain positive NFE, .

- iii) our manufacturing unit cannot be established just for the purpose of selling in India and we can sell our manufactured items in India only after paying relevant customs duties and taxes as applicable.
- iv) We shall obtain the necessary special permission for manufactured goods from the MoEF, DGFT, CUSTOMS, or any other licensing authority, wherever necessary and/ or applicable.
- v) Our manufacturing firm should not import or export restricted or forbidden or any other commodities not allowed as per applicable Act and Rules.

Yours faithfully,

(Signature, name and designation of the  
Authorized signatory and seal of Bidder)

## 50.4 ANNEXURE F – FORMAT FOR FORM F

CONSOLIDATED APPLICATION FORM for –  
(See rule 17)

Form - F

1. Setting up of units in Special Economic Zone;
2. Annual permission for sub-contracting;
3. Allotment of Importer Exporter Code Number;
4. Allotment of land/industrial sheds in the Special Economic Zone;
5. Water Connection;
6. Registration-cum-Membership Certificate;
7. Small Scale Industries Registration;
8. Registration with Central Pollution Control Board;
9. Power connection;
10. Building approval plan;
11. Sales Tax registration;
12. Approval from Inspectorate of factories;
13. Pollution control clearance, wherever required;
14. Any other approval as may be required from the State Government.

1. The application should be submitted to the Development Commissioner of the concerned Special Economic Zone in 5 copies along with a crossed Demand Draft of rupees five thousand drawn in favour of The Pay & Accounts Officer of the concerned Special Economic Zone together with a project report giving details of activities proposed.

----- For Official Use only

Application No. \_\_\_\_\_

Date: \_\_\_\_\_

Details of Bank Draft

Amount Rs. \_\_\_\_\_

Draft No. \_\_\_\_\_

Draft date \_\_\_\_\_

Drawn on \_\_\_\_\_  
(Name of the Bank)

Payable at \_\_\_\_\_

### PART - I

- I. Name and full address of applicant firm/  
company (in block letters) \_\_\_\_\_
- Registered Office in case of limited  
company & Head Office for  
others) \_\_\_\_\_
- Pin Code \_\_\_\_\_
- Tel. No. \_\_\_\_\_

Fax No. \_\_\_\_\_

Permanent E-Mail Address \_\_\_\_\_

Web-Site, if any \_\_\_\_\_

Passport No., if any \_\_\_\_\_

Name of Bank with Address & Account No. \_\_\_\_\_

Digital Signature \_\_\_\_\_

Income Tax PAN  
(attach copy) \_\_\_\_\_

- II. Constitution of the applicant firm: Public Limited Company  
 [Tick (✓) the appropriate entry] Private Limited Company  
 Partnership  
 Proprietor ship  
 Others (please specify)

(Attach copy of Certificate of Incorporation alongwith Articles of Association and Memorandum of Association in case of companies and partnership deed in case of partnership firms.)

- III. Nature of the industrial undertaking i. Large scale  
 ii. Medium scale iii. Small scale

- IV. Name and complete address of each \_\_\_\_\_  
 Of the Directors/Partners/Proprietor, as the case may be with  
 Telephone numbers

- V. ITEM (S) OF MANUFACTURE/SERVICEACTIVITY:  
 (Including By-product/Co-products)  
 (If necessary, additional sheets may be attached)

Item(s) Description	Capacity(Unit = ) (Not required for service unit)
_____	_____
_____	_____
_____	_____

- VI. INVESTMENT: (RS. IN LAKHS)

- (a) Plant and Machinery

- (i) Indigenous  
 (ii) Import CIF value  
 (iii) Total (i) + ii)

- (b) Details of source(s) of finance

- VII. Import and indigenous requirement of materials and other inputs:

(Value in Rupees)

Import Indigenous

		(Value in Rupees)	
		Import	Indigenous
a)	Capital Goods		
b)	Raw material, components, consumables, packing material, fuel etc. for 5 years		
(Give details in project report, namely list of Capital Goods, description of raw materials, and other inputs, etc).			
TOTAL:		-----	-----
		-----	-----

#### VIII. INFRASTRUCTURE REQUIREMENTS

1. Requirement of land: - (Area in sq. mtrs.)
  - i. factory & offices
  - ii. Warehousing/storage
  - iii. Others, specify
2. Requirement of built-up area
3. Requirement of Water (in Kilo Litres)
  - i. For industrial (process) purposes
  - ii. For drinking purposes
  - iii. Others, specify
  - iv. Total requirement
4. Effluent Treatment
  - i. Quantum and nature of effluents and mode of disposal
  - ii. Specify whether own Effluent Treatment Plant will be created
5. Requirement of Power (in KVA)

#### IX. EMPLOYMENT

Men

Women

#### X. WHETHER FOREIGN TECHNOLOGY AGREEMENT IS ENVISAGED (Tick ( V ) the appropriate entry)

Yes \_\_\_\_\_

No \_\_\_\_\_

(i) Name and Full Address of foreign collaborator

(ii) Nature of Collaboration

##### 1. Equity Participation including Foreign Investment

(i) (\$ in thousand)

(Rs. in lakhs)

(a) Authorized

(b) Subscribed

(c) Paid up Capital

Note: If it is an existing company, give the break up of existing and proposed capital structure

(ii) Pattern of share holding in the paid-up capital (Amount in Rupees)

(Rs. in lakhs) (US \$ Thousand)

- (a) Foreign holding \_\_\_\_\_
- (b) Non Resident Indian company / Individual holding \_\_\_\_\_
- (i) Repatriable \_\_\_\_\_
- (ii) Non-repatriable \_\_\_\_\_
- (c) Resident holding \_\_\_\_\_
- (d) Total Equity \_\_\_\_\_
- (e) External commercial Borrowing \_\_\_\_\_  
(give details)

2. Technical collaboration  
(furnish details in project report)

(Gross of Taxes)

- (a) Lumpsum payment \_\_\_\_\_
- (b) Design & Drawing fee \_\_\_\_\_
- (c) Payment to foreign technician \_\_\_\_\_
- (d) Royalty (on exports) \_\_\_\_\_ %
- (e) Royalty \_\_\_\_\_  
(on domestic tariff area sales if envisaged)
- (f) Duration of agreement \_\_\_\_\_ (Number of years)

3. Marketing collaboration  
(furnish details in project report)

#### XI. Foreign Exchange Balance sheet

		1st	2nd	3rd	4th	5th	Total (5 yrs) Rs. In lakhs/\$ in thousand	Total
1.	FOB value of exports in first five years							
2.	* Foreign Exchange outgo on for the first five years							
3.	Net Foreign Exchange earnings For the first five years (1) – (2)							

\* Foreign exchange outgo shall include the CIF value of import of machinery, raw material, components, consumables, spares, packing materials and amount of repatriation of dividends and profits, royalty, lump sum knowhow fee, design and drawing fee, payment of foreign technicians, payment on training of Indian technicians abroad, commission on export, interest on external commercial borrowings, interest on deferred payment credit and any other payments.

XII. OTHER INFORMATION

- i) Whether the applicant has been issued any \_\_\_\_\_  
Industrial license or LOI/LOA under EOU/SEZ/ \_\_\_\_\_  
STP/EHTP scheme. If so, \_\_\_\_\_  
give full particulars, namely reference number, date of issue, items of  
manufacture and \_\_\_\_\_  
progress of implementation of each project.
- ii) Whether the applicant or any of the \_\_\_\_\_  
partner/Director who are also partners \_\_\_\_\_  
/Directors of another company or firms its associate concerns are  
being proceeded against or have been debarred from  
getting any License/Letter of Intent/ Letter of Permission under  
Foreign Trade (Development and Regulation) Act, 1992 or  
Foreign Exchange Management Act, 1999 or  
Customs Act, 1962 or Central Excise Act, 1944.

Place : \_\_\_\_\_ Signature of the Applicant \_\_\_\_\_  
Date : \_\_\_\_\_ Name in Block Letters \_\_\_\_\_  
Designation \_\_\_\_\_  
Official Seal/Stamp \_\_\_\_\_ Tel. No. \_\_\_\_\_  
e-mail \_\_\_\_\_  
Web-Site, if any \_\_\_\_\_  
Full Residential Address \_\_\_\_\_

UNDERTAKING

I/We hereby declare that the above statements are true and correct to the best of my/our knowledge and belief. I/We shall abide by any other condition, which may be stipulated by the Development Commissioner.

I/We fully understand that any Permission Letter/Approval granted to me/us on the basis of the statement furnished is liable to cancellation or any other action that may be taken having regard to the circumstances of the case if it is found that any of the statements or facts therein furnished are incorrect or false.

An affidavit duly sworn in support of the above information is enclosed.

Place: \_\_\_\_\_ Signature of the Applicant \_\_\_\_\_  
Date: \_\_\_\_\_ Name in Block Letters \_\_\_\_\_  
Designation \_\_\_\_\_  
Official Full Official address \_\_\_\_\_  
Seal/Stamp \_\_\_\_\_ Tel. No. \_\_\_\_\_  
e-mail Address \_\_\_\_\_  
Web Site Address \_\_\_\_\_  
Full Residential address \_\_\_\_\_  
Tel. No \_\_\_\_\_

Note: Formats of application not given herein may be obtained from the Development Commissioner.



PART - II

If sub-contracting is envisaged in the manufacturing operations, furnish following details:

i. Sub-contracting permission is required for –

(a) part of the production process (quantify)

(b) any particular production process (give details)

ii. Name and address and other particulars of sub-contractor and whether the sub- contractor is

(a) Domestic Tariff Area unit/Central Excise Registered or otherwise

(b) Other Special Economic Zone unit

(c) Export Oriented unit or Electronic Hardware Technology Park unit or Software Technology Park unit.

### 50.5 ANNEXURE G – CHECKLIST FOR CONSOLIDATED BID DETAILS TO BE SUBMITTED

Filing the data in following report format is mandatory in nature along with bidding document (the relevant document must be arranged in the sequence mentioned below and numbered accordingly), kindly fill the report and upload in a separate ZIP file while bidding.

Checklist for the bid submission:

Sr. No.	Details
1	The format as per Annexure - A and uploading of the document as per sequence mentioned
2	Name of Bidder - as per COI/Partnership Agreement/PAN of Proprietor
3	Documents you have submitted – Yes/No
4	Tender Fee – Details of DD/NEFT/RTGS
5	EMD – Details of DD/NEFT/RTGS
6	Copy of PAN – PAN No. and Date of Incorporation
7	Copy of GST Certificate
8	POA/BR – Details of Authorized person
9	Form of Application – Name, Unit No, Purpose of Use and Area of Unit
10	Status of Firm – Legal Form, Shareholding Pattern and Certified by
11	Details of pending litigation – Yes/No if Yes Details
12	Form F– Summary
13	NEFT Details – Bank Details of Bidder
14	CA Certified Balance sheet, Turnover of last 3 years, Positive Net worth for last year
15	All signed, scanned copy of tender document, forms, addendum, query reply, etc
16	Annexures:
	A. FORM OF APPLICATION
	B. FORM OF UNDERTAKING
	C. FINANCIAL BID
	D. DETAILS OF THE UNIT
	E. UNDERTAKING FOR FIT & PROPER CASES
	F. FORMAT FOR FORM F
	G. CHECKLIST FOR CONSOLIDATED BID DETAILS TO BE SUBMITTED
	H. PROFORMA OF INTEGRITY PACT
	I: ADDITIONAL DECLARATION
	J. DRAFT SUB-LEASE AGREEMENT

There are 3 technical document file to upload on e-procure portal,

- OID file (generally PAN card, EMD, Tender fee details, etc)
- .rar file 1 (prepare different .pdf file of technical document and club them in one)
- .rar file 2 (prepare different .pdf file of tender document, addendum, query reply and club them in one)

For clarity if any do write to [hanishr.g171701@gov.in](mailto:hanishr.g171701@gov.in) with copy to [ddcseepz-mah@nic.in](mailto:ddcseepz-mah@nic.in) or call 022-28294756/7976067037( 11 to 5 PM, Monday to Friday, excluding holidays)

Name of Bidder [ ] - (Unit)

Evaluation Parameters (page numbering for each document to ensure and mention the same in the index here)		
	Yes/No	Page No
1. Tender Fees of Rs.5,000/-		
2. EMD in form of DD/NEFT for the each unit is to be paid to SEEPZ SEZ Authority.		
3. PAN CARD		
4. GST Certificate		
4. Power of Attorney/Board Resolution in favor of the person signing the application, bid documents and undertaking on behalf of a partnership firm/ company		
5. Form of Application (Annexure – A)		
6. Attested true copy of Partnership deed in case the application is submitted by partnership firm, or  Attested true copy of Memorandum of Association and Article of Association/ Bye laws in case of the application is submitted by a company along with  Certificate of Incorporation		
7. Form F filled up		
8. UNDERTAKING FOR FIT & PROPER CASES (Annexure – E)		
9. Status of firm, name and designation of the proprietor/ partners/ directors/ shareholders etc. with profit sharing ratio and/or share holding pattern certified by Concern authorities/ Chartered Accountant/Company Secretary		
10.Details of pending litigations Of Party with Any Government agency, Yes / No		
11. Documents such as Audited balance sheet of last three financial years, statutory auditor certificate for turnover and net worth details		
12. Tender document, addendum, query reply duly signed stamped at each page and scanned copy		

**1. Tender Fees (Non-refundable) Rs. 5,000/-.**

Sr. No.	DD/NEFT No.	Issuing Bank	Amount in Rs. (Received by way of DD/NEFT)	Date of DD/NEFT	In favor of	Page No.
52	53	54	55	56	57	

**2. EMD in form of DD/NEFT/RTGS for each gala to be paid SEEPZ SEZ Authority. (2% of total five years Reserve Rental).**

Sr. No.	Gala No.	Reserve Rental per sqm/year (in Rs.)	Issuing Bank	Amount in Rs.	Date of NEFT /DD	In favor of	Page No.
1	58	59	60	61	62	63	64
2	65	66	67	68	69	70	71
3	72	73	74	75	76	77	78
4	79	80	81	82	83	84	85
5	86	87	88	89	90	91	92
6	93	94	95	96	97	98	99

### 3. COPY OF PAN CARD

Sr. No.	Name as per PAN	PAN No.	Date of Incorporation	Page No.
1				

### 4. Power of Attorney/ Board Resolution in favor of the person signing the application, bid documents and undertaking on behalf of a partnership firm/ Company.

Sr. No.	Legal form of Bidder	Name of Authorized Signatory	Designation	Date of POA/BR	Page No.
1					

### 5. Attested true copy of Partnership deed in case the application is submitted by partnership firm, or attested true copy of Memorandum of Association and Article of Association/ Bye laws in case of the application is submitted by a company along with Certificate of Incorporation.

Sr. No	List of documents submitted	Year Incorporation	Registered Address	Legal form of Bidder	Page No.
1					

### 6. Status of firm, name and designation of the proprietor/ partners/ directors/ shareholders etc. with profit sharing ratio and/or share holding pattern

certified by Concern authorities/ Chartered Accountant/Company Secretary Online.

Sr. No	Status of Firm	Name of proprietor/ partners/ directors/ shareholders etc.	Designation of the proprietor/ partners/ directors/ shareholders etc.	Profit sharing ratio and/or share holding pattern	Certified by	Page No.
1						
2						
3						

**7. Details of pending litigations of party with any Government agency. If any (If no then declaration in this regards).**

Sr. No.	Yes/ No	If yes (Details)	Page No.
1			
2			

**8. NEFT details of Bidder**

Name of the Bidder	Bank Name	Account No.	IFS Code	Page No.
100	101	102	103	104

**9. Turnover and Net-worth Details**

Name of Bidder	Net Worth (In Rs. in FY2023-2024	Average Annual Turnover (in Rs.)	Annual Turnover (In Rs)		
			FY 2021-2022	FY 2022-2023	FY 2023-2024
105	106	107	108	109	110

**10. Enclosure (this can be a separate .pdf file for each and club it in .rar file)**

- a) Tender RFP with the Annexures (Page No. \_\_\_\_\_)
- b) Corrigendum (Page No. \_\_\_\_\_)
- c) Addendum (Page No. \_\_\_\_\_)

## 110.1 ANNEXURE H – PROFORMA OF INTEGRITY PACT

(This document shall be executed on Rs. 100/- non judicial stamp paper and shall be submitted along with the Technical Bid/ Tender documents as per the date and time given in this Tender)

This integrity Pact is made at on this day of 2025.

### Between

SEEPZ SEZ Authority (hereinafter referred to as the “Authority” which expression shall, unless repugnant to the context or meaning thereof include its administrators, successors and assigns)

### And

{Name and address of the Bidder}, (hereinafter referred to as “The Bidder(s)” and which expression shall unless repugnant to be meaning or context thereof include its successors and permitted assigns.)

### Preamble

Whereas, the Authority has floated the Tender {NIT No. \_\_\_\_\_ dated \_\_\_\_\_} (herein after Referred to as “Tender/Bid Documents”) and intend to allot, under laid down organizational procedure, galas/space .....{Name & details of galas/space}. And Whereas the Authority values full compliance with all relevant laws of the space allotment, land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s).

In order to achieve these goals, the Authority will authorized officer(s)/committee who will monitor the tender process and the execution of the contract for compliance with the principles mentioned in the RFP and applicable for tendering process.

### Article-1: Commitments of the Authority

(1) The Authority commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

- a) No employee of the Authority, personally or through family members, will in connection with the Tender, demand, take a promise for or accept, for self, or third person, any material or immaterial benefit which he/ she is not legally entitled to.
- b) The Authority will, during the Tender process treat all Bidder(s) with equity and reason. The Authority will in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process.
- c) The Authority will exclude all known prejudiced persons from the process, whose conduct in the past has been of biased nature.

(2) If the Authority obtains information on the conduct of any of its employees which is criminal offence under the IPC/ PC Act or any other Statutory Acts or if there be a substantive suspicion in this regard, the Authority will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions as per its internal laid down Rules/ Regulations.

## **Article – 2: Commitments of the Bidder(s)**

The Bidder(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) commits themselves to observe the following principles during his participation in the tender process and during the contract execution.

- a) The Bidder(s) will not, directly or through any other person or firm, offer, promise or give to any of the Authority' employees involved in the tender processor the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process.
- b) The Bidder(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, submission or non-submission or bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c) The Bidder(s) will not commit any offence under the relevant IPC/PC Act and other Statutory Acts; further the Bidder(s) will not use improperly, for purposes of completion or personal gain, or pass on to others, any information o document provided by the Authority as part of the business relationship, regarding plans technical proposals and business details, including information contained or transmitted electronically.
- d) The Bidder(s) of Indian Nationality shall furnish the name and address of the foreign principle, if any.
- e) The Bidder(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the bid.
- f) The Bidder(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

The Bidder(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

## **Article - 3 Disqualification from tender process.**

- 1) If the Bidder(s), before or during tender process has committed a transgression through a violation of any provision of Article-2, above or in any other form such as to put his reliability or credibility in question, the Authority is entitled to disqualify the Bidder(s) from the tender process.

## **Article – 4: Compensation for Damages.**

- 1) If the Authority has disqualified the Bidder(s) from the tender process prior to the allotment according to Article-3, the Authority is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 2) If the Authority has terminated the contract according to Article – 3, or if the Authority is entitled to terminate the agreement according to Article-3, the Authority shall be entitled to recover liquidated damages or the amount equivalent to Security Deposit.

#### **Article – 5: Previous Transgressions**

- 1) The Bidder declares that no previous transgression has occurred in the last three years with any other Company in any country conforming to the anticorruption approach or with any other Public Sector Enterprises in India or any Government Department in India that could justify his exclusion from the tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as mentioned under Article-3 above and as per the procedure mentioned in “Guidelines on banning of business dealings”.

#### **Article – 6: Equal treatment of all Bidders**

- (1) The Bidder(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this Integrity Pact.
- (2) The Authority will enter into agreements with identical conditions as this one with Bidders.
- (3) The Authority will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

#### **Article – 7: Criminal charges against violating Bidder(s)**

If the Authority obtains knowledge of conduct of a Bidder, or of an employee or a representative or an associate of Bidder, which constitute corruption, or if the Authority has substantive suspicion in this regard, the Authority will inform the same to the Chief Vigilance Officer.

#### **Article – 8 External Independent Monitor**

- 1) The Authority appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 2) The Monitor is not subject to instructions by the representatives of the parties and performs his/ her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders as confidential. He/ she reports to the Authority at SEEPZ SEZ.
- 3) The Bidder(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Authority including that provided by the Bidder. The Bidder will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- 4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) with confidentiality. The Monitor has also signed declarations on ‘Non-Disclosure of Confidential Information’ and of ‘Absence of Conflict of Interest’. In case of any conflict of interest arising at a later date, the IEM shall inform Competent Authority at SEEPZ SEZ and recuse himself / herself from that case.
- 5) The Authority will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Authority and the Bidder. The parties offer to the Monitor



the option to participate in such meetings.

- 6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/ she will so inform the Management of the Authority and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 7) The Monitor will submit a written report to the Competent Authority at SEEPZ SEZ within 8 to 10 weeks from the date of reference or intimation to him by the Authority and, should the occasion arise, submit proposals for correcting problematic situations.
- 8) If the Monitor has reported to the Authority at SEEPZ SEZ, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Competent Authority at SEEPZ SEZ has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 9) The word 'Monitor' would include both singular and plural.

#### **Article – 9 Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the successful Bidder(s) 12 months after the last payment under the Sub-lease Agreement and for all other Bidders 6 months after the allotment of gala/space.

If any claim is made/ lodged during his time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by the Authority at SEEPZ SEZ.

#### **Article - 10 Other Provisions.**

- (1) This pact is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Authority, i.e. Mumbai.
- (2) Changes and supplements as well as termination notices need to be made in writing.
- (3) If the Bidder is a partnership, this pact must be signed by all partners.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty/ Guarantee, etc shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

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(For & On behalf of the Authority)

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(For & On behalf of the Bidder)

(Office Seal)

(Office Seal)

Place:

Date

Witness 1: ..... (Name & Address)

Witness 2: ..... (Name & Address):

Date: \_\_\_\_/\_\_\_\_/ 2025

## 110.2 ANNEXURE I – ADDITIONAL DECLARATION

(Applicable where the bidder having existing unit at SEEPZ SEZ or any other SEZ)

**From:**

Name of the Firm/Company/Partnership:

Postal Address / Registered Office:

**To**

**The Development Commissioner**

SEEPZ Special Economic Zone, Service Building, MIDC, Andheri (E) Mumbai – 400096

**Sub: Tender cum Auction for 'Allotment of galas at SEEPZ SEZ, Mumbai'**

Dear Sir,

Please refer to your RFP vide Tender No. \_\_\_\_\_ dated [\_\_\_\_\_] inviting offers for allotment of galas in SEEPZ SEZ. We hereby solemnly confirm that our application will be rejected if non-compliant with the following conditions:

- 4) We have no pending litigations with the SEEPZ SEZ Authority on account of pending dues or any other matter.
- 5) We understand and agree that non-submission of the sub-lease agreement within 3 months from the issuance of the Final Allotment, as per SEZ Rules 2006, without a valid reason to the satisfaction of the Authority, will result in the rejection of our application.
- 6) We hereby declare that we have no foreign exchange pending beyond the permissible limit as per RBI guidelines.

Further, we undertake that no alterations, modifications, or changes have been made to any text, terms, conditions, annexures, or amendments of the Request for Proposal (RFP) in the submission of our Bid. We acknowledge that our Bid has been submitted in full compliance with the original terms and provisions set forth in the RFP and its associated documents and we understand that Authority reserves right to reject the Bid in case of such alterations, modifications, or changes have been observed by the Authority.

Yours faithfully,

(Signature, name and designation of the Authorized signatory and seal of Bidder)

**110.3 ANNEXURE J – DRAFT SUB-LEASE AGREEMENT**

(attached as below)

उप-पट्टा करार  
SUB-LEASE AGREEMENT

उप-पट्टे का यह अनुबंध मुंबई में \_\_\_\_\_(महीना) 20\_\_ (वर्ष) \_\_\_\_ के दिन भारत के राष्ट्रपति के बीच सीपज़ विशेष आर्थिक क्षेत्र (सीपज़-सेज़) के अध्यक्ष, जिसका कार्यालय सीपज़-सेज़, अंधेरी (पूर्व), मुंबई (400096) में है, के माध्यम से किया जाता है।), इसके बाद पहले भाग के 'पट्टेदार' के रूप में और एक अनुमत उप-पट्टेदार के रूप में उसकी क्षमता में भी संदर्भित किया गया है (जो अभिव्यक्ति तब तक नहीं होगी जब तक कि उसके प्रतिकूल या उसके अर्थ में उसके उत्तराधिकारी और समनुदेशिनी शामिल न हों)

और

मेसर्स \_\_\_\_\_ का कार्यालय \_\_\_\_\_ में है, जिसे इसके बाद दूसरे भाग में 'उप-पट्टेदार' (यह अभिव्यक्ति, जब तक प्रतियोगिता या उसके अर्थ के प्रतिकूल न हो, उसके उत्तराधिकारियों और उत्तराधिकारियों, निष्पादकों, प्रशासकों, सहायक कंपनियों और व्यवसाय में ऐसे अंतिम उत्तरजीवियों/उत्तराधिकारियों के अनुमत असाइनमेंट को शामिल माना जाएगा।) के रूप में जाना जाता है।

THIS INDENTURE of Sub-Lease is made at Mumbai on the \_\_\_\_\_ day of \_\_\_\_\_ (Month)

20\_\_\_\_(year) BETWEEN THE PRESIDENT OF INDIA, through the Chairperson, SEEPZ Special Economic Zone (SEEPZ-SEZ) having office at SEEPZ-SEZ, Andheri (East), Mumbai (400096), herein after referred to as '**the Lessee**' and also in his capacity as a permitted **Sub-Lessor** (which the expression shall unless repugnant or meaning thereof be deemed to include its successors and assigns) of the **FIRST part AND**

M/s. \_\_\_\_\_ having its office at \_\_\_\_\_ hereinafter referred to as the '**Sub-Lessee**' (which the expression shall unless repugnant to the context or meaning thereof deemed to include its successors and heirs, executors, administrators, subsidiaries and permitted assigns of such last survivors/successors in business) on the **SECONDPART**.

जबकि महाराष्ट्र औद्योगिक विकास निगम के बीच 20 जनवरी 1975 को मुंबई में महाराष्ट्र औद्योगिक विकास अधिनियम, 1961 के तहत किए गए पट्टे के एक विलेख द्वारा, एक निगम का गठन किया गया। इसके बाद इसे एक हिस्से में 'पट्टा दाता' के रूप में संदर्भित किया गया है और उप-पट्टेदार को दूसरे हिस्से में 'पट्टेदार' के रूप में संदर्भित किया गया है और इसे बॉम्बे के उप-रजिस्ट्रार के कार्यालय में पुस्तक संख्या 1 के तहत पंजीकृत संख्या एस-392/75 के रूप में पंजीकृत किया गया है। पट्टेदार ने उप-पट्टेदार के रूप में पट्टेदार के रूप में भूमि, उसके अधीन लिखी गई अनुसूची में वर्णित परिसर, (जो कि यहां लिखी गई पहली अनुसूची में वर्णित के समान है) को 99 वर्ष की अवधि के लिए ऐसे नियमों और शर्तों के लिए और उसमें उल्लिखित अनुबंधों, नियमों और शर्तों के अधीन सौंप दिया।

WHEREAS by a deed of lease made at Mumbai dated 20<sup>th</sup> day of January 1975 between THE MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION, a corporation constituted under the Maharashtra Industrial Development Act, 1961, hereinafter referred to as the 'LESSOR' on the one part and the Sub Lessor herein referred to as the 'LESSEE' on the other part and the same is registered at the office of the Sub-Registrar of Bombay under registered no. S-392/75 of Book No.1, the Lessor demised unto the 1\*

Sub-Lessor as Lessee the land the premises described in the Schedule written thereunder, (being the same as described in the First Schedule hereunder written) for a term of 99 years for such terms and conditions and subject to the covenants, terms and conditions therein mentioned.

जबकि उसी पट्टेदार और पट्टेदार के बीच 28.06.2005 को मुंबई में पट्टे के एक और अनुबंध द्वारा किया गया। पट्टेदार ने पट्टेदार को भूमि और परिसर के टुकड़े का पट्टा प्रदान किया है जिसका नाम SEEPZ++ है जो विशेष रूप से पहली अनुसूची (जैसा कि यहां नीचे लिखी गई पहली अनुसूची के दूसरे भाग में वर्णित है) में वर्णित है। इसमें निहित दायित्वों और शर्तों के पट्टेदार द्वारा प्रदर्शन और पालन पर 1 जनवरी 2002 से 95 वर्ष की अवधि के लिए उक्त पट्टे पर प्रदान किया गया।

WHEREAS by a further Indenture of lease made at Mumbai on 28.06.2005 between the same Lessor and the Lessee. The Lessor has granted to the Lessee a Lease of the piece of land and premises namely SEEPZ++ particularly described in the first schedule thereto (being the same as described in the second part of First Schedule hereunder written) upon the performance and observance by the Lessee of the obligations and conditions contained in the said Lease for a term of 95 years from 1<sup>st</sup> January 2002.

और जबकि भारत सरकार ने एक निर्यात प्रसंस्करण क्षेत्र स्थापित किया है; उपर्युक्त भूमि और परिसर में इसके बाद इसे सांताक्रूज़ इलेक्ट्रॉनिक्स निर्यात प्रसंस्करण, विशेष आर्थिक क्षेत्र 'सीपज़ एसईज़ेड' कहा जाएगा। भारत में इलेक्ट्रॉनिक हार्डवेयर, सूचना प्रौद्योगिकी और रत्न एवं आभूषण उद्योगों के निर्यात और अन्य अनुमत गतिविधियों को प्रोत्साहित करने के उद्देश्य से औद्योगिक इकाइयों की स्थापना/विकसित करके राष्ट्रीय अर्थव्यवस्था के हित में उक्त क्षेत्र से सूचना प्रौद्योगिकी, इलेक्ट्रॉनिक्स हार्डवेयर और रत्न और आभूषण वस्तुओं में विभिन्न प्रकार के उत्पादों के निर्यात पर विदेशी मुद्रा अर्जित करने के उद्देश्य से सीपज़-सेज़ की अनुमोदन समिति द्वारा समय-समय पर दी गई अनुमति के तहत अनुमोदन पत्र (एलओए) के अनुसार जारी किया जाता है।

AND WHEREAS the Government of India has established an Export Processing Zone; hereinafter called the Santacruz Electronics Export Processing, Special Economic Zone 'SEEPZ SEZ' in the abovementioned demised land and premises for the purpose of encouraging the exports of Electronic Hardware, Information Technology and Gems & Jewellery Industries in India and other permitted activities issued as per the Letter of Approval (LOA) granted by the Approval Committee from time to time with the objective of earning Foreign Exchange on the export of various kinds of product in Information Technology, Electronics Hardware and Gems and Jewellery Items, from the said zone in the interest of the National Economy by establishing /developing Industrial Units as permitted under LOAs granted from time to time by the Approval Committee of the SEEPZ-SEZ.

और जबकि पट्टेदाता, पट्टेदार और उप पट्टेदार को उस उद्देश्य को प्राप्त करने के लिए निकट सहयोग से कार्य करना होगा जो सीपज़-सेज़ की स्थापना के उद्देश्यों के अनुरूप है।

AND WHEREAS the Lessor, the Lessee and the Sub Lessee have to act in close co operation to achieve the objective which is in consonance with the objectives of the setting up of the SEEPZ-SEZ.

और जबकि उपरोक्त दो पट्टे अभी भी वैध और अस्तित्व में हैं और उप-पट्टेदार ने उसमें शामिल अनुबंधों, नियमों और शर्तों को पढ़ और पूरी तरह से समझ लिया है और ऐसे अनुबंधों, नियमों और शर्तों का पालन करने के लिए सहमत हुए हैं, यदि पट्टेदार द्वारा उनके पक्ष में ऐसे और आगे के नियमों और शर्तों पर उप-पट्टा प्रदान किया जाता है।

AND WHEREAS the aforesaid two leases are still valid and subsisting and the Sub-Lessee herein have read and fully understood the covenants, terms and conditions contains therein and agreed to abide by such covenants, terms and conditions, if Sub-Lease is granted in their favour by the Lessee upon such and further terms and conditions.

और जबकि उपरोक्त लीज डीड के आधार पर, पट्टेदार पूरी तरह से जब्त कर लिया गया है और उसके पास है या अन्यथा उसे अनुमति है और वह अनुबंध और उसमें निहित शर्तों के अधीन स्वामित्व वाले परिसर या उसके किसी भी हिस्से को उप-पट्टे पर देने के लिए स्वतंत्र है।

AND WHEREAS by virtue of the aforesaid Lease deed, the Lessee is absolutely seized and possessed of or otherwise is permitted and is at liberty to Sub-Lease the demised premises or any parts there of subject to the covenant and conditions contained therein.

और जबकि उप-पट्टेदार ने \_\_\_\_\_ (इमारत का नाम) के रूप में जानी जाने वाली इमारतों का निर्माण किया है, जिसे इसके बाद आवंटन के उद्देश्य से जिसमें विभिन्न उद्यमियों को वस्तुओं, चीजों, सामग्री, घटकों और उपकरणों के निर्माण और/या प्रसंस्करण का व्यवसाय करने के लिए इलेक्ट्रॉनिक्स और रत्न एवं आभूषण क्षेत्र के उद्योगों से संबंधित उपरोक्त पट्टे के तहत उप-पट्टेदार को दी गई भूमि के एक हिस्से पर उक्त भवन के रूप में जाना जाता है।

AND WHEREAS the Sub-lessor has constructed buildings known as \_\_\_\_\_ (name of building), hereinafter referred to as the said building on a portion of the land demised to the Sub Lessor under the aforementioned lease for the purpose of allotting the same to the various entrepreneurs for carrying out business of manufacturing and /or processing articles, things, material, components and instruments relating to the industries of electronics and gems and jewellery sector.

और जबकि उप पट्टेदार ने उक्त भवन के यूनिट नं.\_\_\_\_, \_\_\_\_\_ (इमारत का नाम) के रूप में ज्ञात एक हिस्से को, जो संख्या- एफ-1 व्यारावली, परजापुर, कोंडिविता गांव की सीमा के भीतर मरोल औद्योगिक क्षेत्र में और मरोल तालुका-अंधेरी, जिला-मुंबई उपनगरीय उप पंजीकरण संख्या, उप जिला और पंजीकरण जिला- मुंबई शहर और मुंबई उपनगर जिसमें माप 3,75, 013 वर्ग मीटर है भूखंड पर निर्मित और/या खड़ा किया गया था, उसे अपने अधिकार में लेने के लिए पट्टेदार/उप-पट्टेदार से संपर्क किया है या वहां इलेक्ट्रॉनिक्स और रत्न एवं आभूषण क्षेत्र के उद्योगों से संबंधित वस्तुओं, चीजों, सामग्रियों, घटकों और उपकरणों के निर्माण के लिए नियम और शर्तों पर विनिर्माण/प्रसंस्करण प्रतिष्ठान स्थापित करने जा रहा है और इसमें इसके बाद उसे/उसे मॉल सुविधाएं और विभिन्न प्रकार की रियायतें देने का प्रावधान है।

AND WHEREAS the Sub Lessee has approached the Lessee/ Sub-Lessor for demising to it/him/them a portion of the said building known as unit no.\_\_\_\_, of \_\_\_\_\_

(building name), constructed and/or erected on the Plot no: F-1 in the Marol Industrial Area within the village limits of Vyrawali, Parjapur, Kondivita and Marol Taluka-Andheri, District-Mumbai Suburban Sub Registration No, Sub district and Registration District-Mumbai City and Mumbai Suburban containing by admeasurements 3,75, 013 sq mtrs or there about to establish manufacturing/ processing establishment for the manufacture of articles, things, materials, components and instruments relating to the Electronics and Gems and Jewellery Sector Industries on the terms and conditions hereinafter contained and to grant to it/him/the mall facilities and variety of concessions.

और जबकि उप-पट्टाकर्ता उक्त भवन के एक हिस्से को यूनिट नं.\_\_\_\_, \_\_\_\_\_(इमारत का नाम) के नाम से पट्टे पर देने के लिए सहमत हो गया है, जो कि उक्त भवन में \_\_\_\_ वर्ग मीटर के बराबर \_\_\_\_ वर्ग फीट या उसके आसपास रु. \_\_\_\_\_/- के पट्टे के किराये पर है और अन्य शुल्क उप-पट्टेदार द्वारा समय-समय पर संशोधन के अधीन हैं और उनका भुगतान उप-पट्टेदार द्वारा किया जाना है।

AND WHEREAS the Sub-Lessor has agreed to lease a portion of the said building named as unit no.\_\_\_\_, of \_\_\_\_\_(name of building) admeasuring about \_\_\_\_ sq.ft equivalent to \_\_\_\_ sq.mtrs. or thereabout in the said building at a lease **rent of Rs. \_\_\_\_\_/- and other charges are subject to revision from time to time by the sub lessor and same are to be paid by the sub lessee.**

अब यह विलेख इस प्रकार प्रमाणित है:

**NOW THIS DEED WITNESSETH AS FOLLOWS:**

(1) उप-पट्टेदार को उपलब्ध कराए गए परिसर और विभिन्न सुविधाओं और विभिन्न प्रकार की रियायतों और इसके द्वारा आरक्षित किराए और उप-पट्टेदार की ओर से इसके बाद निहित अनुबंधों और समझौतों को ध्यान में रखते हुए, उप-पट्टेदार ऐसा करता है , उप-पट्टेदार को यहां उक्त परिसर को \_\_\_\_\_ से \_\_\_\_\_ तक गणना की गई 5 वर्ष की अवधि के लिए स्पष्ट रूप से उप-पट्टेदार को सौंप दिया गया है, इसलिए उप पट्टादाता को अग्रिम के तौर पर वार्षिक लीज किराया रु. \_\_\_\_\_/- और अन्य शुल्क का भुगतान किया जाना है।

कब्ज़ा की प्रभावी तारीख

(1) In consideration of the premises and various facilities and variety of concessions made available to the Sub-Lessee and the rent hereby reserved and of the covenants and agreements on the part of the Sub-Lessee hereinafter contained, the Sub-Lessor doth hereby, demise to the Sub-Lessee TO HOLD the said premises hereunder expressly demised unto the Sub-Lessee for a terms of five year computed from \_\_\_\_\_to \_\_\_\_\_ therefore, the yearly Lease rent **of Rs. \_\_\_\_\_/- and other charges are to be paid in advance to the sub lessor.**

**Effective Date of Possession**



(2) उप-पट्टेदार सभी व्यक्तियों को हस्तांतरण करने के लिए अपने पट्टे वाले परिसर में बाध्य करने के इरादे से उप-पट्टेदार, पट्टेदार और पट्टेदार के साथ निम्नानुसार अनुबंध कर सकता है। इसमें निविदा संख्या \_\_\_\_\_, दिनांक \_\_\_\_\_ में निर्दिष्ट नियम और शर्तें और इसके सभी अनुलग्नक और समय-समय पर प्रकाशित संशोधन/शुद्धिपत्र भी शामिल हैं:

(2) The Sub-Lessee with intent to bind all Persons into whatsoever by hands the demised Premises may come hereby covenant with Sub-Lessee, the Lessee and Lessor as follow. This also includes the terms and conditions specified in Tender No. \_\_\_\_\_, dated \_\_\_\_\_ along with all its annexures and amendments/ corrigendum published from time to time:

#### **Covenants by Sub-Lessee**

क) उक्त शर्तों के दौरान पट्टेदार/पट्टेदार को उक्त किराया और अन्य सभी शुल्कों का भुगतान करने के लिए बनाया गया है जो कि अध्यक्ष, सीपज़-सेज़ द्वारा समय-समय पर भुगतान के लिए नियुक्त समय और दिनों पर और तरीके से तय किए जाते हैं। यह सभी कटौतियों से मुक्त है। इसके अलावा, उक्त अवधि के दौरान, उप-पट्टाकर्ता मुद्रा के दौरान भी लीज किराए को संशोधित कर सकता है:-

किराया और अन्य  
शुल्कों का भुगतान  
करने के लिए

a) During the said terms hereby created to pay unto the Lessee/Lessor the said rent and all other charges that be fixed from Time to time by the Chairperson, SEEPZ-SEZ at the time & on the days and in manner hereinbefore appointed for payment thereof clear of all deductions. Further, during the said term, the Sub-Lessor may revise the Lease rent even during the currency of this indenture on the following grounds:

#### **To Pay Rent & Other Charge**

1. सीपज़-सेज़ प्राधिकरण द्वारा अनुमोदित वास्तविक रखरखाव लागत को पूरा करने के लिए अतिरिक्त पट्टा किराया वसूलना।

1. To charge additional lease rent to cover the actual maintenance costs as approved by SEEPZ Authority.

2. हस्तांतरित परिसर के समान परिसर के संबंध में वसूले गए किराए के साथ एकरूपता लाना।

2. To bring parity with the rents charged in respect of the premises similar to the demised premises.

3. कोई भी अन्य अनिवार्यता जिसके लिए इस अनुबंध की अवधि के दौरान पट्टा किराया में संशोधन की आवश्यकता हो सकती है।

3. Any other exigencies which may necessitate the revision of the lease rent during the currency of this indenture.

4. प्रत्येक वर्ष लीज रेंट का पुनरीक्षण करना।

4. To revise the Lease rent every year.

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ऐसी स्थिति में, उप-पट्टेदार परियोजना की मंजूरी के लिए सरकार को उप-पट्टेदार द्वारा प्रस्तुत आवेदन में अनुमानित स्तर पर निर्यात करने में विफल रहता है; और/या, स्थान को खाली रखने के लिए, और/या, किसी भी कारण से आवंटित स्थान के पूरे या एक हिस्से का उपयोग नहीं करने के लिए, जो भी सीपज़-सेज़ प्राधिकरण विचार कर सकता है, तो उप-पट्टेदार दंड का भुगतान करने के लिए उत्तरदायी होगा सीपज़-सेज़ प्राधिकरण द्वारा समय-समय पर अधिसूचित किराया।

In the event, the Sub-Lessee fails to make exports to the levels projected in the Application submitted by the Sub-Lessee, to the Government for approval of the project; and/or, for keeping the space vacant, and /or, not utilising the whole or a portion of the allotted space for any reason whatsoever as the SEEPZ-SEZ Authority may consider, then the Sub-Lessee shall be liable to pay the penal rent as notified by the SEEPZSEZ Authority from time to time.

ख) सभी मौजूदा और भविष्य के करों, दरों, मूल्यांकनों और प्रत्येक प्रकार के व्यय का भुगतान करने के लिए या तो उप-पट्टेदार या उप-पट्टेदार द्वारा किसी भी समय के लिए पट्टे पर दिए गए परिसर और उस पर सामान्य क्षेत्रों सहित किसी भी चीज़ के संबंध में भुगतान करना होगा, जैसे ही वह देय और भुगतान योग्य हो जाएगा।

दरों और करों का भुगतान करने के लिए

b) To pay all existing and future taxes, rates, assessments and outgoings of every description for the time being payable either by the Sub-Lessor or Sub-Lessee in respect of demised premises and anything for the time being thereon including for common areas as soon as the same become due and payable.

**To pay rates and taxes**

ग) इसके द्वारा सहमत उक्त अवधि के दौरान, उप-पट्टेदार सेज़ अधिनियम, 2005/सेज़ नियम, 2006 के तहत अनुमोदन समिति द्वारा दिए गए अनुमोदन पत्र में अनुमोदित केवल अधिकृत संचालन ही करेगा।

केवल अधिकृत वस्तुओं का ही निर्माण करना

c) During the said term hereby agreed, the Sub-Lessee shall carry to out only Authorized Operation as approved in the Letter of Approval granted by the Approval Committee, under the SEZ Act 2005/ SEZ Rules 2006.

**To manufacture only the authorized items**

घ) उप-पट्टेदार को यूनिट का कब्जा सौंपने की तारीख से तीन महीने के भीतर अनुमोदन पत्र के अनुसार अधिकृत करना शुरू करना।

उत्पादन शुरू करने के लिए

d) To commence the authorized as per the Letter of the Approval within three months from the date of handing over of the possession of the unit to the Sub-Lessee.

**To commence the production**

ड) सेज़ अधिनियम/नियम आदि में प्रदान की गई रियायतों और सुविधाओं के अधीन कानून के प्रावधान के अनुसार संपूर्ण उत्पादन (चाहे खराब माल, अपशिष्ट और स्क्रेप सामग्री सहित निर्मित/प्रसंस्कृत) को विदेशों में निर्यात करना। एलओए के अनुसार उत्पादों का निर्यात करना

e) To export entire production (whether manufactured/processed including seconds, waste and scrap material) to foreign countries in accordance with the provision of the Law subject to such concessions and facilities as provided in the SEZ Act/Rules etc.

**To export products as per the LOA**

च) कानून के तहत निर्धारित बांड-सह-कानूनी उपक्रम प्रस्तुत करना।

f) To furnish Bond-Cum-Legal Undertaking as prescribed under the Laws.

छ) कच्चे माल, पुर्जों और ऐसी अन्य सामग्रियों के निर्यात या आयात के लिए विनिर्मित/प्रसंस्कृत वस्तुओं को अग्रेषित/निकासी की व्यवस्था करना, जो अनुमोदन पत्र में अधिकृत संचालन के लिए आवश्यक हैं।

g) To arrange forwarding/clearance of manufactured/processed goods for export or import of raw material, spares and such other materials as are required for the Authorized Operations in the Letter of Approval.

ज) "उप-पट्टादाता या किसी प्राधिकृत अधिकारी, सर्वेयर, कर्मकार या उनके द्वारा नियोजित व्यक्तियों को समय-समय पर बिना किसी पूर्व सूचना के ध्वस्त परिसर में प्रवेश करने और मृत व्यक्ति की सामान्य स्थिति का निरीक्षण करने की अनुमति देना परिसर और प्रसंस्करण संयंत्र मशीनरी आदि और सेज़ के भीतर अनुमत गतिविधियों से संबंधित खातों और अन्य दस्तावेजों की किताब, जिसके लिए परिसर को इस उप-पट्टे के तहत आवंटित किया गया है। उप-पट्टेदार/पट्टेदार के पास जब भी और जहां भी आवश्यक हो, आवंटित परिसर के रख-रखाव और उचित रखरखाव के लिए ऐसे सुझाव देने का अधिकार सुरक्षित है।

**उप-पट्टेदार को हस्तांतरित परिसर का निरीक्षण करने का अधिकार**

h) "To permit the Sub-Lessor or any Authorized officer, Surveyor, Workman or the persons employed by them from time to time without any prior notice being given to enter into and upon the demised premises and to inspect the general state of the demised premises and also processing plants machinery etc. and the book of accounts and other documents concerning the activities permitted within SEZs for which the premises have been demised under this Sub-Lease". The Sub-Lessor/Lessee reserves the right to give such suggestions for the up keep and proper maintenance of the demised premises as and when and wherever required.

**Right of Sub-Lessor to inspect the demised premises**

**झ)** पट्टेदार (उप-पट्टेदार) के अन्य उप-पट्टेदारों को कोई परेशानी या बाधा उत्पन्न न करें और ऐसी गतिविधियों का संचालन न करें जो पट्टेदार (उप-पट्टेदार) के अन्य उप-पट्टेदारों को अधिकृत गतिविधियों को करने में बाधा उत्पन्न करें। अनुमोदन पत्र के अनुसार और ऐसी स्थिति में उप-पट्टेदारों को उक्त भवन या उसके किसी हिस्से का उपयोगकर्ता अन्य उप-पट्टेदारों द्वारा उपयोग करने के कारण अपने व्यवसाय और/या वहां से जुड़ी गतिविधियों को सुचारू रूप से और कुशलतापूर्वक संचालित करने में कोई कठिनाई महसूस होती है या नहीं होती है। भवन के संबंध में, इसे अध्यक्ष, सीपज़-सेज़ को संदर्भित किया जाएगा और इसके संबंध में अध्यक्ष, सीपज़-सेज़ द्वारा जारी किए गए किसी भी निर्देश या आदेश का उप-पट्टेदार द्वारा अनुपालन किया जाएगा।

**i)** Not to cause any annoyance or hindrance to other Sub-Lesseees of the Lessee (Sub-Lessor) and to so conduct the activities which will impede the other Sub-Lesseees of the Lessee (Sub-Lessor) in carrying out authorized activities as per Letter of Approval and in the event Sub-Lesseees experiences or finds any difficulty in conducting its/his/their business and/or activities connected therewith smoothly and efficiently by reason of the user of the said building or any portion thereof by other Sub-Lesseees of the building, the same shall be referred to the Chairperson, SEEPZ SEZ and any directions or orders issued by the Chairperson, SEEPZ SEZ in relation thereto shall be complied by the Sub- Lessee.

**Nuisance**

**ञ)** आवंटित परिसर में कुछ भी करने या संग्रहीत करने की अनुमति न दें (अनुमोदन समिति द्वारा दिए गए अनुमोदन पत्र के अनुसार अधिकृत संचालन के लिए आवश्यक को छोड़कर) जो अन्य उप-पट्टेदारों के लिए बाधा, मुसीबत या गड़बड़ी हो सकती है।

केवल अधिकृत संचालन के लिए आवश्यक सामग्रियों का भंडारण करना

**j)** Not to do or permit anything to be done or stored (except those required for authorized operations as per Letter of Approval granted by the Approval Committee) in the demised premises which may a nuisance, annoyance or disturbance to other Sub-Lesseees.

**To store only materials required for authorized operation**

**ट)** अध्यक्ष, सीपज़-सेज़ की लिखित पूर्व अनुमति के बिना, हस्तांतरित परिसर में कोई परिवर्तन, बदलाव या परिवर्धन नहीं करना है और उन निर्देशों के अनुसार जो अध्यक्ष, सीपज़-सेज़ निर्धारित कर सकते हैं और अध्यक्ष, सीपज़-सेज़ द्वारा अनुमोदित योजनाओं के अनुसार और मुंबई नगर निगम के नियम, उपनियम और विनियम या कानून द्वारा निर्धारित कोई अन्य प्राधिकारी निर्धारित कर सकते हैं।

परिवर्तन नहीं करना

**k)** Not to make any alterations, changes or additions in the demised premises except with the written previous permission of the Chairperson, SEEPZ-SEZ and in accordance with the directions that the Chairperson, SEEPZ-SEZ may prescribe and in accordance with the plans approved by the Chairperson, SEEPZ-SEZ and the rules, byelaws and regulations of the Mumbai Municipal Corporation or any other authority prescribed by the law.

**Not to make alterations**

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ठ) सेज़ अधिनियम, 2005/सेज़ नियम, 2006 के तहत अनुमोदन समिति द्वारा दिए गए अनुमोदन पत्र के अनुसार अधिकृत गतिविधियों को पूरा करने के लिए केवल और सख्ती से आवंटित परिसर का उपयोग करना।

**निर्दिष्ट उद्देश्य के लिए  
आवंटित परिसर का  
उपयोग करना**

1) To use the demised premises only and strictly for carrying out authorized activities as per the Letter of Approval granted by the Approval Committee under SEZ Act2005/SEZRules2006.

**Use the demised  
premises for  
specified purpose**

ड) इस बात की घोषणा करने के लिए सहमति व्यक्त की गई है कि यदि उप-पट्टाकर्ता या पट्टे पर ली गई इमारत का बीमा कराता है, तो उप-पट्टेदार उप-पट्टाकर्ता को प्रीमियम/प्रीमियमों की राशि के अनुपात में भुगतान करने के लिए उत्तरदायी होगा। प्रीमियम/प्रीमियमों की राशि के भुगतान के लिए उप-पट्टेदार द्वारा नोटिस प्राप्त होने के पंद्रह दिनों के भीतर पट्टेदार परिसर का क्षेत्र और यह कि उप-पट्टेदार बिना किसी आपत्ति के भुगतान करेगा, बशर्ते कि उप-पट्टेदार के बीच विवाद उत्पन्न होने की स्थिति में हमेशा बीमा प्रीमियम की उक्त राशि का भुगतान करने के लिए उप-पट्टेदार और उप-पट्टेदार के दायित्व के संबंध में, अध्यक्ष, सीपज़-सेज़ का निर्णय अंतिम और उप-पट्टेदार पर बाध्यकारी होगा।

**बीमा**

m) It is hereby agreed to declare that in the event the Sub- Lessor and or keeps insured the building the demised premises the Sub- Lessee shall be liable to pay to the Sub-Lessor the amount of the premium/premiums in proportion to the area of the demised premise with in fifteen days of receipt of notice by theSub-Lessor for payments of the amount of premium/premiums and that the Sub- Lessee shall pay the same without objection provided always in the event of dispute arising between the Sub-Lessor and Sub-Lessee regarding the liability of the Sub-Lessee to pay the said amount of the insurance premium, the decision of the Chairperson, SEEPZ-SEZ shall be final and binding upon the Sub-Lessor.

**Insurance**

ढ) उप-पट्टेदार की लिखित पूर्व सहमति के बिना पट्टेदार परिसर या उसके किसी भी हिस्से को पट्टे पर न देना, न सौंपना या कब्ज़ा न छोड़ना और पट्टेदार/उप-पट्टेदार द्वारा निर्धारित नियमों और शर्तों के अधीन होना। उक्त हस्तांतरित परिसर या उसके किसी भी हिस्से के हस्तांतरण के लिए उप-पट्टेदार को कब्ज़ा देने में, जैसा कि इसके बाद उल्लेख किया गया है।

**नियुक्त करने के लिए  
नहीं**

n) Not to sublet, assign or part with the possession of the not to assign demised premises or any part thereof without the prior consent in writing of the Sub-Lessor and subject to such terms and conditions as the Lessee/Sub-Lessor may prescribe in granting the possession to the Sub-Lessee for the transfer of the said demised premises or any part thereof as hereinafter mentioned.

**Not to assign**

ण) उप-पट्टेदार, पट्टेदार और पट्टेदार/उप-पट्टेदार, जैसा भी मामला हो, की पूर्व और स्पष्ट लिखित सहमति के बिना किसी भी वित्तीय संस्थान के पक्ष में उप-पट्टाधारी परिसर को गिरवी नहीं रखेगा या किसी भी प्रकृति का कोई तीसरा पक्ष गिरवी रखने के लिए नहीं अधिकार नहीं बनाएगा। यदि कोई उल्लंघन होता है तो इस उप-पट्टे को बिना किसी अतिरिक्त सूचना के स्वचालित रूप से समाप्त किया जा सकता है।

o) The Sub-Lessee shall not mortgage the Sub-Demised Premises in favour of any financial institution or create any third party right of whatsoever nature without the prior and express written consent of the Lessor and Lessee/Sub-Lessor as the case may be violations if any may automatically lead to the termination of this Sub-Lease without any further notice.

**Not to mortgage**

पार्टियों के बीच यह स्पष्ट रूप से समझा जाता है कि 28 जून 2005 के साथ-साथ 20 जनवरी 1975 के पहले के पट्टे में निहित सभी अनुबंध नियम और शर्तें उप-पट्टेदार पर बाध्यकारी होंगी और यदि किसी भी समय उल्लंघन किया जाता है इस उप-पट्टे के किसी भी नियम और शर्तों के अनुसार, उप-पट्टा बिना किसी अन्य सूचना के स्वतः ही रद्द कर दिया जाएगा।

It is expressly understood between the parties that all the covenants terms and conditions contained in the Lease dated 28 June 2005 as well as earlier lease dated 20 January 1975 shall be binding up on the Sub-Lessee and if at any point of time the breaches committed of any terms and conditions of this Sub-Lease, the Sub-Lease will automatically be cancelled ipso-facto without any further notice.

शर्तों की समाप्ति या शीघ्र निर्धारण पर उक्त इकाई में सभी विभाजन फिटिंग समाप्ति और फिक्स्चर आदि को हटाने के बाद पट्टेदार को हस्तांतरित इकाई का शांतिपूर्ण और खाली कब्जा चुपचाप सौंप दिया जाना चाहिए और ऐसी डिलीवरी एक अवधि के भीतर दी जानी चाहिए। उक्त अवधि की समाप्ति या शीघ्र निर्धारण के 30 दिन बाद, बशर्ते कि उप-पट्टेदार उपरोक्त फिटिंग और फिक्स्चर आदि को हटाने के बाद यूनिट के ऊपर खाली और शांतिपूर्ण कब्जा देने में विफल रहता है, जैसा कि उपरोक्त फिटिंग और फिक्स्चर कहा गया है। आदि पट्टेदार को "जैसा है जहां है" शर्त पर दिया जाएगा और उप-पट्टेदार किसी भी लागत या मुआवजे का हकदार नहीं होगा। उपरोक्तानुसार कब्जा देने में विफलता की स्थिति में उप-पट्टेदार सार्वजनिक परिसर पर लागू दंडात्मक किराया और मुआवजे का भुगतान करने के लिए उत्तरदायी होगा।

**समाप्ति के बाद कब्जे की डिलीवरी**

At the expiration or sooner determination of the said Delivery of terms quietly to deliver unto the Lessee the peaceful and vacant possession of the demised unit after removing all partition fittings expiration and fixtures etc. in the said unit and such delivery should be given within a period of 30 days after the expiration or sooner determination of the said term provided always that in the event the Sub-Lessee failing to deliver vacant and peaceful possession as above of the unit after removing the fittings and fixtures etc, as aforesaid the said fittings and fixtures etc. shall be long to the Lessee on "as is where is" condition and the Sub-Lessee shall not be entitled to any cost or compensation thereof. In the event of failure to deliver the possession as above the Sub-Lessee shall be liable to pay the penal rent and compensation as applicable to the public premises.

**Delivery of possession after expiration**

<p>त) इन उपहारों की शर्तों के दौरान पट्टेदार (सीप्ज़-सेज़) द्वारा निर्धारित समय के भीतर खातों के विवरण और ऐसे अन्य विवरण जमा करने के लिए सभी आवश्यक विवरण दें [जैसा कि पट्टेदार द्वारा आवश्यक हो सकता है।</p>	<p>खातों का विवरण प्रस्तुत करना</p>
<p>p) To submit the statements of accounts and such other the details within such times as many be stipulated by the Lessees (SEEPZ-SEZ) during the terms of these presents giving all the necessary particulars [as may be required by the Lessee.</p>	<p>To submit the statement of accounts</p>
<p>थ) सीप्ज़ विशेष आर्थिक क्षेत्र में प्रवेश करने और छोड़ने वाले व्यक्तियों और वाहनों को किसी भी वैधानिक प्राधिकारी द्वारा जांच या जांच के उद्देश्य से पट्टेदार / उप-पट्टेदार के कर्मचारियों द्वारा जांच करने की अनुमति देना।</p>	<p>व्यक्तियों/वाहनों को अनुमति देना</p>
<p>q) To allow the persons and vehicles entering and leaving he SEEPZ SPECIAL ECONOMIC ZONE to be examined by the Staff of the Lessee / Sub-Lessor for the purpose of checking or checking by any statutory authorities.</p>	<p>To allow the persons/vehicles</p>
<p>द) विभिन्न श्रम विधानों जैसे कि औद्योगिक विवाद अधिनियम, श्रमिक मुआवजा अधिनियम, मजदूरी भुगतान अधिनियम, न्यूनतम मजदूरी अधिनियम या कर्मचारियों और नियोक्ताओं के संबंधों को नियंत्रित करने वाले बाल श्रम सहित किसी भी अन्य प्रतिमानों के तहत जिसमें फैक्टरी अधिनियम और घातक दुर्घटना अधिनियम भी शामिल है, जो लागू हो सकता है उन निर्धारित सभी नियमों और विनियमों को लागू करना और उनका पालन करना।</p>	<p>श्रम अधिनियमों को लागू करना</p>
<p>r) To observe and perform all the rules and regulations prescribed under the various labour Legislation such as Industrial Disputes Act, Workmen's Compensation Act, Payment of wages Act, Minimum Wages Act or any other statues including Child Labour governing the relations of the employees and employers including The factories Act and fatal Accidents Act as may be Applicable.</p>	<p>Application of Labour Acts</p>
<p>ध) पट्टेदार/उप-पट्टाकर्ता, संपूर्ण और/या आवंटित परिसर के किसी भी हिस्से में फिर से प्रवेश कर सकता है। ऐसी स्थिति में, इसके द्वारा दिया गया उप-पट्टा पूरी तरह से समाप्त हो जाएगा और सभी उद्देश्यों के लिए समाप्त/निर्धारित हो जाएगा। ऐसे मामले में, अन्य बातों के अलावा, उक्त परिसर में किए गए या किए गए किसी संरचनात्मक परिवर्तन और/या सुधार के कारण उप-पट्टेदार को कोई मुआवजा देय नहीं होगा। इसके मद्देनजर, पट्टेदार/उप-पट्टादाता अन्य बातों के साथ-साथ निम्नलिखित स्थितियों में उक्त परिसर में पुनः प्रवेश करने का अधिकार सुरक्षित रखेगा:-</p>	<p>पट्टेदार/उप-पट्टेदार के पुनः प्रवेश के अधिकार</p>
<p>s) The Lessee/Sub-Lessor may re-enter upon, whole and/or any part of the demised premises. In such event, the Sub- Lease hereby granted shall absolutely cease and terminate / determine for all purposes. In such case, no compensation shall be payable to the</p>	<p>Rights of the Lessee/ Sub-Lessor to re-enter</p>

Sub- Lessee, on inter alia, on account of any structural alterations and/or improvements made or carried out in the said premises. In view thereof, the Lessee/Sub-Lessor shall reserve the right to Re-Enter on the said premises inter-alia, in the following situations:-

(क) उप पट्टेदार द्वारा इस विलेख में निर्धारित लीज किराए का भुगतान करने में विफलता पर, और उक्त किराया 30 दिनों की अवधि के लिए बकाया है, चाहे इसकी कानूनी रूप से मांग की गई हो या नहीं; और/या

(a) On the failure of the Sub Lessee to pay the Lease Rent hereby stipulated in this Deed, and the said Rent is in arrears for a period of 30 days, whether the same shall have been legally demanded or not; AND /OR

(ख) यदि इस विलेख के प्रारंभ होने की तारीख से तीन महीने की अवधि के भीतर संपूर्ण हस्तांतरित परिसर का उपयोग उस उद्देश्य के लिए नहीं किया जाता है जिसके लिए उसे आवंटित किया गया है;

(b) If within a period of three months from the date of the commencement of this Deed the entire demised premises are not utilized for the purpose for which the same has been demised; AND/OR

(ग) उप पट्टेदार उन वस्तुओं का निर्माण बंद कर देता है जिनके लिए एलओए उसे लगातार छह महीने की अवधि के लिए किसी भी कारण/कारण से, हड़ताल, तालाबंदी या किसी भी निषेधाज्ञा के अनुदान के कारण उत्पन्न होता है। किसी भी मामले/मुकदमे में न्यायालय द्वारा; और/या

(c) The Sub Lessee ceases to manufacture items for which the LOA has been granted to him for a period of six continuous months for whatever cause /reason whatsoever, arising due to and /or including strike, lock-out or grant of any injunction by the court in any case /litigation; AND/OR

(घ) यदि और जब भी यहां निर्धारित या संदर्भित किसी भी अनुबंध और शर्तों का उल्लंघन होगा; और/या

(d) If and whenever there shall be a breach of any of the covenants and conditions here in before set out or referred; AND/OR

(ङ) यदि उप-पट्टेदार परियोजना के अनुमोदन के लिए सरकार को उप-पट्टेदार द्वारा प्रस्तुत आवेदन में अनुमानित स्तर पर निर्यात करने में विफल रहता है; और/या, जानबूझकर जगह खाली रखे, और/या, किसी भी कारण से, जैसा कि

SEEPZ-SEZ प्राधिकरण विचार कर सकता है, आवंटित जगह का पूरा या उसके एक हिस्से का उपयोग नहीं कर रहा है, और/या



(e) If the Sub-Lessee fails to make exports to the levels projected in the Application submitted by the Sub-Lessee, to the Government for approval of the project; and/or, deliberately keep the space vacant, and/or, not utilising the whole or a portion of the allotted for any reason whatsoever, as the SEEPZ-SEZ authority may consider, AND/OR

(च) उप-पट्टेदार दिवालिया हो रहा है या अदालत के आदेश के अनुसार या कानून के लागू प्रावधानों के तहत समाप्त हो गया है या किसी अन्य कॉर्पोरेट निकाय के साथ विलय या विलय कर दिया गया है, और या उप-पट्टेदार द्वारा किए गए किसी अन्य समझौते को लागू करने के प्रयोजनों के लिए।

(f) The Sub- Lessee becoming insolvent or is wound up or amalgamated or merged with any other body corporate or otherwise either pursuant to the Court's order or under the applicable provisions of law and or for the purposes of enforcing any other Agreement entered into by the Sub Lessee.

बशर्ते कि उप-पट्टाकर्ता इस समझौते के निर्धारण के अधिकार के अलावा और जैसा कि ऊपर बताया गया है, पुनः प्रवेश करने के लिए मुआवजे के रूप में ऐसी राशि वसूलने का भी हकदार होगा जो उप-पट्टाकर्ता द्वारा विचार किया जा सकता है। उस स्थिति में उप-पट्टेदार से उचित रूप से वसूली योग्य होगी जब उप-पट्टेदार को वे सभी विभिन्न रियायतें और विभिन्न प्रकार की सुविधाएं नहीं दी गईं या प्रदान नहीं की गईं।

PROVIDED ALWAYS that the Sub-Lessor shall in addition to the right of determination of this Agreement and to effect re-entry as mentioned aforesaid be further entitled to recover as and by way of compensation such amount as may be considered by the Sub-Lessor as appropriately recoverable from the Sub-Lessee in the event the Sub-Lessee were not given or granted all those various concessions and variety of facilities.

यदि उक्त किराया प्राप्त या आवर्ती शुल्क या इसके बाद उप-पट्टेदार द्वारा देय सेवा शुल्क 30 दिनों के अंतराल के लिए बकाया होगा, चाहे इसकी कानूनी रूप से मांग की गई हो या नहीं या तिथि से तीन महीने की अवधि के भीतर हो। यूनिट का कब्जा सौंपने में, उप-पट्टेदार अनुमत गतिविधि शुरू करने में विफल रहा या यदि पट्टे पर दिए गए परिसर का उपयोग उस उद्देश्य के लिए नहीं किया गया जिसके लिए उसे पट्टे पर दिया गया है, यदि और जब भी किसी अनुबंध का उल्लंघन होता है और यहां इससे पहले निर्धारित या संदर्भित शर्तें या यदि उप-पट्टेदार परियोजना के लिए सरकार को प्रस्तुत आवेदन में अनुमानित स्तर पर निर्यात करने में विफल रहता है और इसके द्वारा इस पट्टे की एक स्पष्ट अवधि के रूप में सहमति व्यक्त की जाती है और घोषित किया जाता है कि यदि उप-

भू-राजस्व के बकाया के रूप में किराया सेवा शुल्क की वसूली

पट्टेदार किराए की एक महीने से अधिक की किस्त के भुगतान में चूक करता है या इन उपहारों में या उक्त पट्टे के विलेख में निहित किसी भी अनुबंध, नियम या शर्त का उल्लंघन करता है, या यदि उप-पट्टेदार को दिवालिया घोषित कर दिया जाता है, तो और इनमें से कोई भी मामलों या घटनाओं में, उप-पट्टेदार को इसके तहत उप-निष्कासित भूमि/परिसर या उसके किसी भी हिस्से को समग्र के नाम पर प्रवेश करने का अधिकार होगा और इस उप-विस्तार पर प्रदत्त किसी भी अन्य अधिकार पर प्रतिकूल प्रभाव डाले बिना निर्णय लिया जाएगा। इन प्रस्तुतियों से उप-पट्टाकर्ता और उसके बाद प्रदान किया गया उप-पट्टा पूरी तरह से समाप्त हो जाएगा और निर्धारित हो जाएगा।

If the said rent hereby receivable or recurring fees or Service charges payable by the Sub-Lessee hereinafter shall be in arrears for the space of 30 days whether the same shall have been legally demanded or not or if within a period of three months from the Date of handing over possession of the unit, the Sub-lessee failed to commence the permitted activity or if the demised premises are not utilized for the purpose for which the same has been demised if and whenever there shall be a breach of any of the covenants and the conditions hereinbefore set out or referred or if the Sub- Lessee fails to make exports to the level projected in the application submitted to the Government for the project and it is hereby agreed and declared as an express term of this lease that if the Sub-Lessee commits default in payment of more than one month installment of rent or commits breach of any covenant, term or condition contained in these presents or in the said Deed of Lease, or if the Sub-Lessee is adjudged insolvent, then and any of such cases or events, the Sub-Lessor shall be entitled there under to enter upon the sub-demised land/ premises or any part thereof in the name of the whole and there upon this sub-demise shall determine without prejudice to any other right conferred on the sub-Lessor by these presents and thereupon the Sub-Lease hereby granted shall absolutely cease and determine.

**Recovery of rent  
service charges as  
arrears of Land  
Revenue**

यदि एतद्द्वारा सहमत उक्त किराया 30 दिनों की अवधि के लिए बकाया है, चाहे इसकी कानूनी रूप से मांग की गई हो या नहीं, पट्टेदार/पट्टादाता महाराष्ट्र भू-राजस्व कोड 1996 (1966 का एक्सएलआई) द्वारा निर्धारित दर पर ब्याज सहित इसे वसूलने के लिए कदम उठा सकता है।

If the said rent hereby agreed is in arrears for a period of 30days, whether the same shall have been legally demanded or not, the Lessee/ Lessor may take steps to recover the same together with interest at the rate prescribed by the Maharashtra Land Revenue Code1996 (XLI of 1966).

3. क) पट्टेदार/पट्टादाता उप-पट्टेदार के साथ अनुबंध करता है कि उप-पट्टेदार किराया, सेवा शुल्क आदि का भुगतान करने के लिए सहमत है और उप-पट्टेदार की ओर से अनुबंध का पालन शांतिपूर्वक करेगा और शांतिपूर्वक आनंद ले सकता है। उक्त अवधि के लिए निस्तारित परिसर इसके द्वारा पट्टेदार/पट्टादाता या पट्टेदार/पट्टादाता के तहत कानूनी रूप से दावा करने वाले किसी भी व्यक्ति या व्यक्तियों द्वारा बिना किसी रुकावट या गड़बड़ी के प्रदान किया जाता है।

**शांतिपूर्ण आनंद के लिए अनुबंध**

3. a) The Lessee/Lessor do hereby covenant with the Sub-Lessee that the Sub-Lessee paying the rent, service charges etc. hereby agreed and performing the covenant hereinbefore on the Sub-Lessee's part for contained shall and may peaceably enjoy the demised premises for the said term hereby granted without any interruption or disturbance from or by the Lessee/ Lessor or any person or persons lawfully claiming under the Lessee/Lessor.

**Covenant for peaceful enjoyment**

बी) इन उपहारों को छूने या उनसे संबंधित किसी भी तरह से उत्पन्न होने वाले सभी विवाद और मतभेद (किसी भी मामले की अपेक्षा करें, जिसका निर्णय उक्त पट्टेदार/पट्टाकर्ता के विवेक पर छोड़ दिया गया है जैसा कि इन उपहारों में विशेष रूप से प्रदान किया गया है) अध्यक्ष, SEEPZ-SEZ द्वारा नियुक्त किए जाने वाले एकमात्र मध्यस्थ द्वारा मध्यस्थता को संदर्भित किया जाता है। इस प्रकार नियुक्त मध्यस्थ या तो SEEPZ प्रशासन के भीतर से या बाहर से, जैसा भी मामला हो, हो सकता है और इस प्रकार नियुक्त मध्यस्थ को मामले से निपटना नहीं चाहिए। ऐसा मामला या पहले कोई राय व्यक्त की है जिससे यहां उप-पट्टा संबंधित है और या अपने कर्तव्यों के दौरान या उसमें किसी भी प्रकृति का कोई हित है। यदि इस प्रकार नियुक्त मध्यस्थ लापरवाही कर रहा है या कार्य करने से इनकार कर रहा है या किसी भी कारण से कार्य करने में असमर्थ है या स्वयं कदाचार करता है, तो एक स्थानापन्न व्यक्ति को नियुक्त करना होगा और इस प्रकार नियुक्त नया मध्यस्थ उस चरण से संदर्भ/मध्यस्थता के साथ आगे बढ़ने का हकदार होगा। जो कि पिछले मध्यस्थ द्वारा छोड़ा गया था। मध्यस्थता की लागत अकेले उस पक्ष द्वारा वहन की जाएगी जिसके अनुरोध पर मध्यस्थता और सुलह अधिनियम, 1996 के उपरोक्त प्रावधानों और उसके तहत बनाए गए नियमों या किसी अन्य वैधानिक संशोधन के अधीन मध्यस्थता कार्यवाही शुरू की गई है, फिलहाल लागू होने पर यह इस खंड के तहत मध्यस्थता कार्यवाही पर लागू होगा।

**मध्यस्थ/मध्यस्थों को नियुक्त करना**

b) All disputes and differences arising out of or in anyway touching or concerning these presents (except as to any matters, the decision of which is left to the sole discretion of the said Lessee/Lessor as specifically provided for in these presents) shall be referred to the arbitration by la sole arbitrator to be appointed by the Chairperson, SEEPZ-SEZ .The arbitrator so appointed can be either from within the SEEPZ Administration or from outside as the case may be and

**To appoint the arbitrator/s.**

an arbitrator so appointed should not have dealt with the matter or expressed any opinion previously to which the Sub-Lease herein relates and or that in the course of his duties or has any interest therein of whatsoever nature. In the event the arbitrator so appointed is neglecting or refusing to act or unable to perform for whatsoever reasons or misconducts himself, a substitute has to be appointed and the new arbitrator so appointed shall be entitled to proceed with the reference/arbitration from the stage at which it was left by the previous arbitrator. The cost of arbitration shall be borne alone by the party at whose request the arbitration proceedings are initiated subject to the above the provisions of the Arbitration and Conciliation Act, 1996 and the Rules framed there under or any other statutory modifications thereof for the time being in force shall apply to the arbitration proceedings under this Clause.

4. यदि उप पट्टेदार ने विधिवत निष्पादन और अवलोकन किया होगा उप-पट्टेदार की ओर से इस पट्टे की संतुष्टि के लिए अनुबंध और शर्तें यहां पहले से शामिल हैं और इसके द्वारा दी गई उक्त अवधि के अंत में, आवंटित परिसर का एक नया उप-पट्टा प्राप्त करने के इच्छुक होंगे और ऐसी इच्छा होगी , इसके द्वारा दी गई अवधि की समाप्ति से पहले उप-पट्टादाता को लिखित रूप में नोटिस देगा, उप-पट्टाकर्ता उप-पट्टाधारक को दिए गए उप-पट्टे के हर संबंध में लागत और व्यय पर एक नया उप-पट्टा देगा। वार्षिक किराए के भुगतान पर पांच साल की अतिरिक्त अवधि के लिए पट्टे पर दिए गए परिसर का, जैसा कि उप-पट्टेदार द्वारा निर्धारित किया जा सकता है और नवीकरण के लिए इस अनुबंध को छोड़कर और इसके अलावा, नियमों और अन्य विनियमों को छोड़कर इसमें शामिल अनुबंधों, प्रावधानों और शर्तों के साथ। इसमें ऐसा उप-पट्टा वैसा होगा जैसा उप-पट्टादाता निर्देशित करेगा। पार्टियों के बीच यह पारस्परिक रूप से समझा जाता है कि उप-पट्टेदार नवीनीकरण का अधिकार सुरक्षित रखता है और एसईजेड अधिनियम, 2005 के तहत गठित अनुमोदन समिति द्वारा दिए गए अनुमोदन पत्र और मूल्यांकन के संदर्भ में उप-पट्टेदार के संतोषजनक प्रदर्शन के अधीन है।

**उप-पट्टे का नवीनीकरण**

4. If the Sub Lessee shall have duly performed and observed the Covenants and conditions to the satisfaction of this lease on the Part of the Sub-Lessee here in before contained and shall at the end of the said term hereby granted, be desirous of receiving a new Sub-lease of the demised premises and of such desire, shall give notice in writing to the Sub-Lessor before the expiration of the term hereby granted the Sub-Lessor shall and will at the cost and expenses in every respect of the Sub-Lease granted to the Sub- Lessee a new Sub-Lease of the demised premises for a further term of five years on payment of yearly rent as may be determined by the Sub-Lessor AND WITH covenants, provisions and stipulations herein before contained except this covenant for renewal and except, that the rules and other regulations referred to herein such Sub-Lease shall

**Renewal of Sub-Lease**

be as the Sub-Lessor may direct. It is mutually understood between the parties that the Sub-Lessor reserves the right of renewal and is subject to the satisfactory performance of the Sub-Lessee in terms of the Letter of Approval granted and the appraisal by the Approval Committee constituted under SEZ Act, 2005.

5. उप-पट्टे की कॉर्पोरेट संरचना या संविधान में किए गए या किए गए परिवर्तनों के बारे में विकास आयुक्त को एक पखवाड़े के भीतर लिखित रूप में सूचित करना।

**कॉर्पोरेट संरचना के बारे में सूचना**

5. To intimate in writing the Development Commissioner within fortnight of the changes made or effected in the corporate structure or constitution of the Sub Lease.

**Intimation as to the corporate structure**

6. उपपट्टा समझौते के पंजीकरण और निष्पादन के संबंध में स्टॉप शुल्क और पंजीकरण शुल्क और इसकी 2 प्रतियों की लागत सहित शुल्क और व्यय पूरी तरह से और विशेष रूप से उपपट्टेदार द्वारा वहन और भुगतान किया जाएगा।

**स्टाम्प शुल्क और पंजीकरण शुल्क**

6. The stamp duty and registration charges in respect of registration and execution of sub lease agreement and its 2 copies including the cost of charges and expenses shall be borne and paid wholly and exclusively by the sub lessee.

**Stamp duty and registration charges**

अंत में, यह पार्टियों के बीच पारस्परिक रूप से और स्पष्ट रूप से समझा जाता है कि उप-पट्टेदार को उक्त संपत्ति को किसी अन्य व्यक्ति या संस्था या व्यक्तियों के किसी समूह को उप-पट्टे पर देने या किसी तीसरे पक्ष को अधिकार बनाने की अनुमति नहीं दी जाएगी और यदि कोई उल्लंघन देखा जाता है दिया गया यह उप-पट्टा बिना किसी अगली सूचना के स्वतः रद्द हो जाएगा।

Lastly, it is mutually and expressly understood between the parties the Sub-Lessee will not be permitted to Sub-Lease or Sub-Let the said property to any other person or institution or any group of persons or to create any third party right and if any violations are noticed this Sub-Lease granted will automatically stand cancelled without any further notice.

मार्जिनल नोट्स उप-पट्टे का हिस्सा नहीं बनते हैं और इन्हें निर्माण या व्याख्या के लिए संदर्भित नहीं किया जाएगा।

**Marginal Notes**

**मार्जिनल नोट्स**

The marginal notes do not form part of the sub lease and shall not be referred to for construction or interpretation thereof

सीपज़-सेज़ के अध्यक्ष की गवाही में, पट्टेदार/उप-पट्टेदार ने भारत के राष्ट्रपति के लिए और उनकी ओर से अपना हाथ रखा है और सीपज़-सेज़ की सामान्य मुहर लगाई है, और ऊपर नामित उप-पट्टेदार ने इन उपहारों को ऊपर लिखे पहले दिन और वर्ष में अपने अधिकृत प्रतिनिधि के हाथ से निष्पादित करवाया है।

IN WITNESS WHEREOF the Chairperson SEEPZ SPECIAL ECONOMIC ZONE, the lessee/Sub-Lessor has for and on behalf of the President of India set his hand and affixed the common seal of the SEEPZ SPECIAL ECONOMIC ZONE, hereto, and the Sub-Lessee above named has caused these presents to be executed under the hand of its authorized representative the day and year first herein above written.

## **पहली अनुसूची FIRST SCHEDULE**

### **भवन का विवरण**

#### **Description of Building**

(1) भूमि का वह सभी टुकड़ा या पार्सल जिसे प्लॉट नंबर के रूप में जाना जाता है। एफ-1, मरोल औद्योगिक क्षेत्र में परजापुर, कोंडिविता मरोल और व्यारावली, तालुका-अंधेरी गांव की सीमा के भीतर और अब पंजीकरण उप-जिला और बॉम्बे और बॉम्बे उपनगरीय जिले में, जिसमें माप शामिल है। 3,75,013 वर्ग मीटर क्षेत्रफल और संलग्न योजना पर लाल रंग की सीमा रेखाओं से घिरा हुआ, अर्थात्-

(1) All that piece or parcel of land known as plot no. F-1, in the Marol Industrial Area within the village limits of Parjapur, Kondivita Marol and Vyaravli, Taluka – Andheri and now in the Registration sub-district and District of Bombay and Bombay Suburban, containing admeasurement. 3,75,013 square metres of thereabouts and bounded by red colored boundary lines on the plan annexed hereto, that is to say-

**सड़क मार्ग और आरे मिल्क कॉलोनी भूमि पर या उत्तर की ओर-**

**सड़क मार्ग से दक्षिण की ओर या आगे**

**पाइपलाइन और आरे मिल्क कॉलोनी भूमि पर या पूर्व की ओर**

**सड़क मार्ग से पश्चिम की ओर या उस ओर,**

**On or towards the North by Road and Aarey Milk Colony Land-**

**On or towards the South by Road**

**On or towards the East by PipeLine and Aarey Milk Colony Land**

**On or towards the West by Road,**

(2) भूमि का वह टुकड़ा या पार्सल जिसे सीपज़-सेज़ में SEEPZ++ के रूप में जाना जाता है, मरोल औद्योगिक क्षेत्र में व्यारावली, परजापुर, तालुका अंधेरी पंजीकरण उप-जिला और जिला मुंबई उपनगरीय गांव की सीमा के भीतर 46092.40 वर्ग मीटर यानी 11 एकड़ या उसके आसपास और अनुलग्नक-II के रूप में संलग्न योजना पर नीले रंग की सीमा रेखा से घिरा हुआ है, अर्थात्-

(2) All that piece or parcel of land known as SEEPZ++ in the SEEPZ Special Economic Zone, in Marol Industrial Area within the village limits of Vyaravali, Parajapur, Taluka Andheri registration Sub-District and District Mumbai Suburban containing by admeasurements 46092.40sq. Metres i.e. 11 Acres or thereabouts and bounded by blue colour boundary line on the plan annexed hereto as Annexure-II as follows, that is to say-

आरे मिल्क कॉलोनी भूमि पर या दक्षिण की ओर,  
जोगेश्वरी विक्रोली लिंक रोड पर या उत्तर की ओर  
गोरेगांव मरोल रोड पर या पूर्व की ओर आरे मिल्क कॉलोनी भूमि, और  
सीप्ज़ इंटरनल रोड पर या पश्चिम की ओर,

On or towards the South by-Aarey Milk Colony Land,  
On or towards the North by-Jogeshwari Vikroli Link Road  
On or towards the East by-Goregaon Marol Road And  
Aarey Milk Colony Land, And  
On or towards the West by-SEEPZ Internal Road,

द्वारा हस्ताक्षरित, मुहरबंद और वितरित  
SIGNED, SEALED AND DELIVERED

श्री -----

By Shri

अध्यक्ष,

The Chairperson,

SEEPZ विशेष आर्थिक क्षेत्र, भारत के राष्ट्रपति की ओर से, की उपस्थिति में

SEEPZ Special Economic Zone, On behalf of the President of India In the presence of

1.

2 .

द्वारा हस्ताक्षरित, मुहरबंद और वितरित  
SIGNED, SEALED AND DELIVERED

उपरोक्त नामित उप पट्टेदार द्वारा हस्ताक्षरित, सीलबंद और वितरित:

By the above named Sub Lessee:

श्री/श्रीमति \_\_\_\_\_ द्वारा (पदनाम)

By Shri/Smt \_\_\_\_\_ (Designation)

मेसर्स \_\_\_\_\_ का भागीदार

Partner of M/s \_\_\_\_\_

की उपस्थिति में

In the presence of

1.

2 .

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• राजभाषा अधिनियम 1963 की धारा 3 (3) के अनुसार हिन्दी को बढ़ावा देने के लिए उक्त उप-पट्टा करार का अंग्रेजी से हिन्दी अनुवाद किया गया है। यदि अनुवादित हिन्दी में किसी प्रकार की त्रुटि पायी जाती है तो अंग्रेजी सही मानी जाएगी।

• According to Section 3 (3) of the Official Language Act, 1963, the sub-lease agreement has been translated from English to Hindi in order to promote Hindi. If any error is found in translated Hindi, then English will be considered correct.



## SEEPZ SEZ AUTHORITY

No.: 2025\_SEEPZ\_851387\_1

Date: 04/03/2025

### Corrigendum – 1

**Tender Title:** E – Tender cum E- Auction for “Allotment of Galas at SEEPZ SEZ, Mumbai”

**Tender Reference No.:** SEEPZM-IT/9/2025-PROC/01

**Tender ID:** 2025\_SEEPZ\_851387\_1

S.no	Original Clause & Text	Changes / Addition to the Clause
1	Clause no. 2.3 “Description of Galas”, Table 2, Page no.12 & 13 of RFP	The amended table 2 to be read as per below Table no. 2
2	Clause 4.11 “List of Galas”, Table 4, Page no. 24 & 25	The amended table 4 to be read as per below Table no. 4
3	Annexure D, “Details of Units”, Page no. 51 & 52	The amended Annexure D to be read as below as Annexure D

  
04/03/2025

Hanish Rathi  
Assistant Development Commissioner  
SEEPZ SEZ Authority, Mumbai



1. Clause 2.3 "Description of Galas, Table 2, is revised as per below:

Table No.2

S.no	Gala No	Floor no.	Name of Building	Carpet area (in Sqm)	Reserve Rental / sqm/year (Rs.)	Date and time slot for e-auction
Lot 1						
1	104	1	NEST - 2	30.36	6,500	will be intimated after opening of financial bid
2	202	2	NEST - 2	30.36		
3	203	2	NEST - 2	30.36		
4	307	3	NEST - 2	30.36		
5	308	3	NEST - 2	30.36		
6	405	4	NEST - 2	30.36		
7	406	4	NEST - 2	30.36		
8	506	5	NEST - 2	30.36		
9	507	5	NEST - 2	30.36		
10	605	6	NEST - 2	30.36		
11	606	6	NEST - 2	30.36		
12	129D	G	SDF - V	89		
Lot 2						
13	103	1	NEST - 2	139.54	6,500	will be intimated after opening of financial bid
14	122	2	SDF - IV	158		
15	505	5	NEST - 2	200		
16	121A	2	SDF -IV	206		
17	305	3	NEST - 2	422		
18	121	2	SDF -IV	465		
19	304	3	NEST - 2	485		
20	164	1	SDF - VI	532		
21	501	5	NEST - 2	578.97		
Lot 3						
22	G32	2	G&J III	657	6,500	will be intimated after opening of financial bid
23	301	3	NEST - 2	710.64		
24	601	6	NEST - 2	710		
25	602	6	NEST - 2	710		
26	603	6	NEST - 2	710		
27	604	6	NEST - 2	710		
28	403	4	NEST - 2	846.83		
29	51	G	SDF - II	875		

2. Clause 4.11 "List of Galas", Table 4 is revised as per below

Table No.4

Sr No	Gala No	Floor no.	Name of Building	Carpet area (in Sqm)	Reserve Rental / sqm/year (Rs.)	EMD in Rs. (2% x 5 x Reserve Rental x Area in sqm)
1	104	1	NEST - 2	30.36	6,500	19,734
2	202	2	NEST - 2	30.36		
3	203	2	NEST - 2	30.36		
4	307	3	NEST - 2	30.36		
5	308	3	NEST - 2	30.36		
6	405	4	NEST - 2	30.36		
7	406	4	NEST - 2	30.36		
8	506	5	NEST - 2	30.36		
9	507	5	NEST - 2	30.36		
10	605	6	NEST - 2	30.36		
11	606	6	NEST - 2	30.36		
12	129D	G	SDF - V	89	6,500	57,850
13	103	1	NEST - 2	139.54		90,701
14	122	2	SDF - IV	158		1,02,700
15	505	5	NEST - 2	200		1,30,000
16	121A	2	SDF -IV	206		1,33,900
17	305	3	NEST - 2	422		2,74,300
18	121	2	SDF -IV	465		3,02,250
19	304	3	NEST - 2	485	6,500	3,15,250
20	164	1	SDF - VI	532		3,45,800
21	501	5	NEST - 2	578.97		3,76,331
22	G32	2	G&J III	657		4,27,050
23	301	3	NEST - 2	710.64		4,61,916
24	601	6	NEST - 2	710		4,61,500
25	602	6	NEST - 2	710		4,61,500
26	603	6	NEST - 2	710		4,61,500
27	604	6	NEST - 2	710		4,61,500
28	403	4	NEST - 2	846.83		5,50,440
29	51	G	SDF - II	875		5,68,750



3. Annexure D - DETAILS OF THE UNITS



# SEEPZ SEZ MAP

**Legend**

 Location of units

 SEEPZ SEZ  
Boundary

 Site Entrance Gates



**Note:** Map not to scale. For representation purpose only

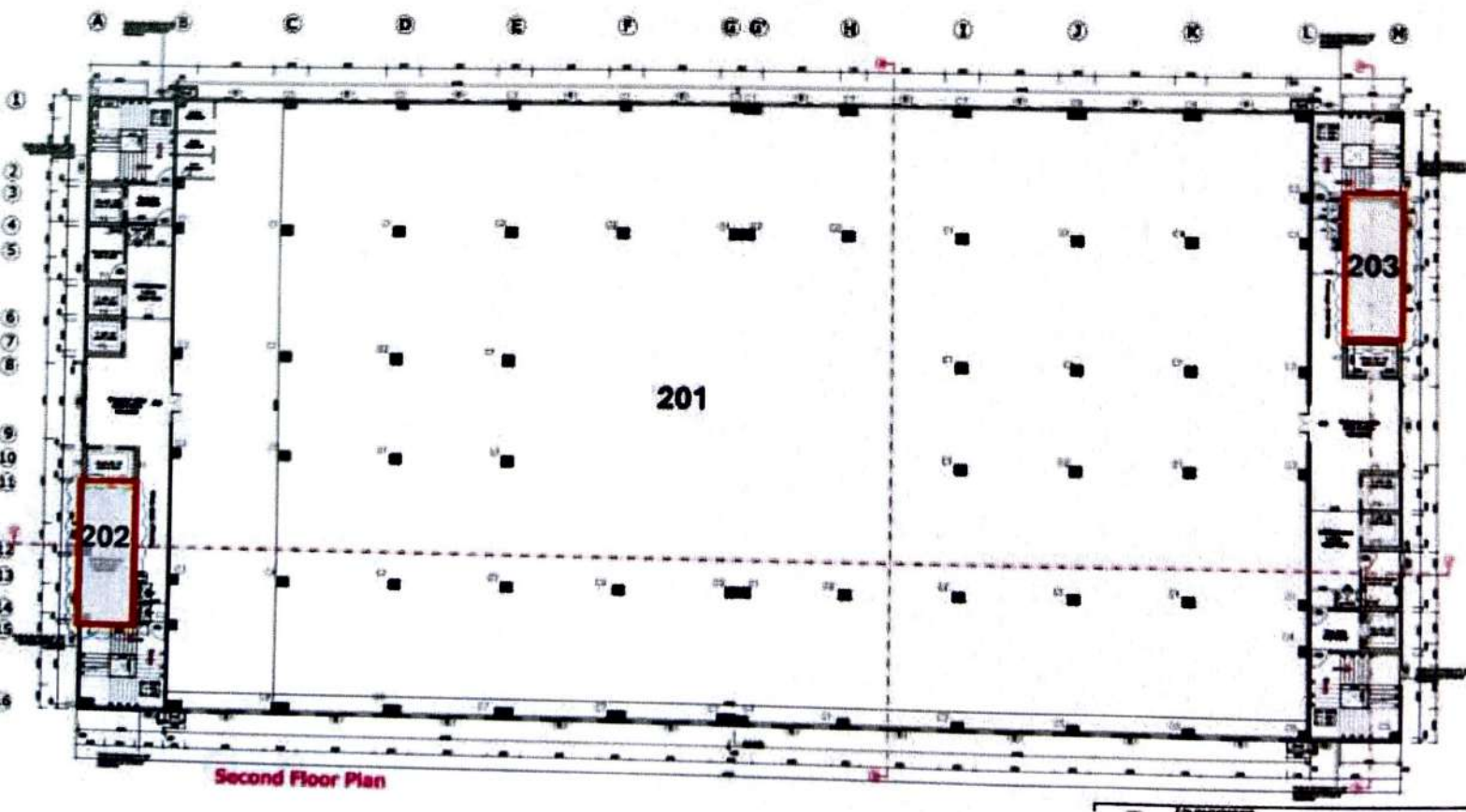
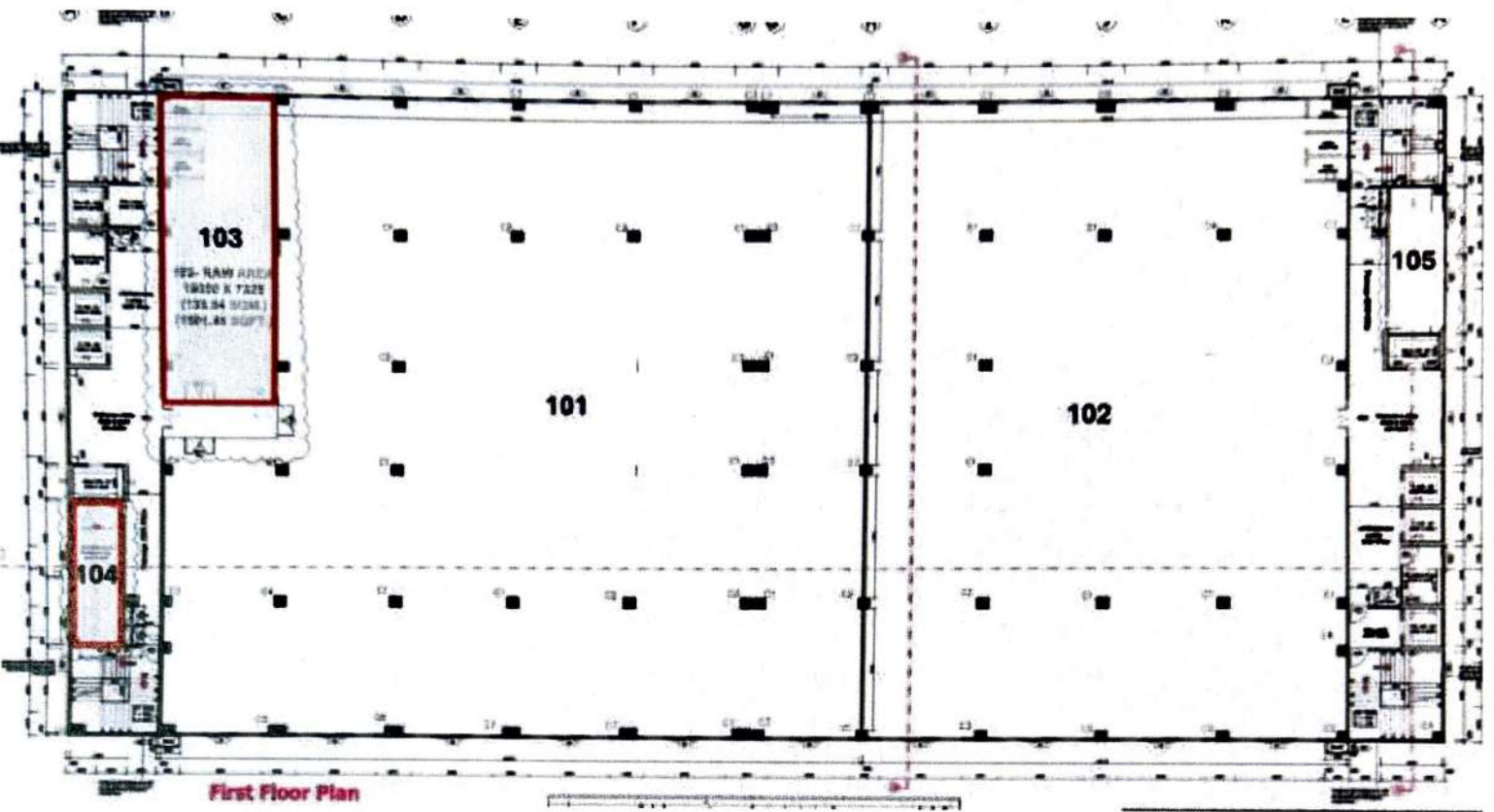


**List of Galas**

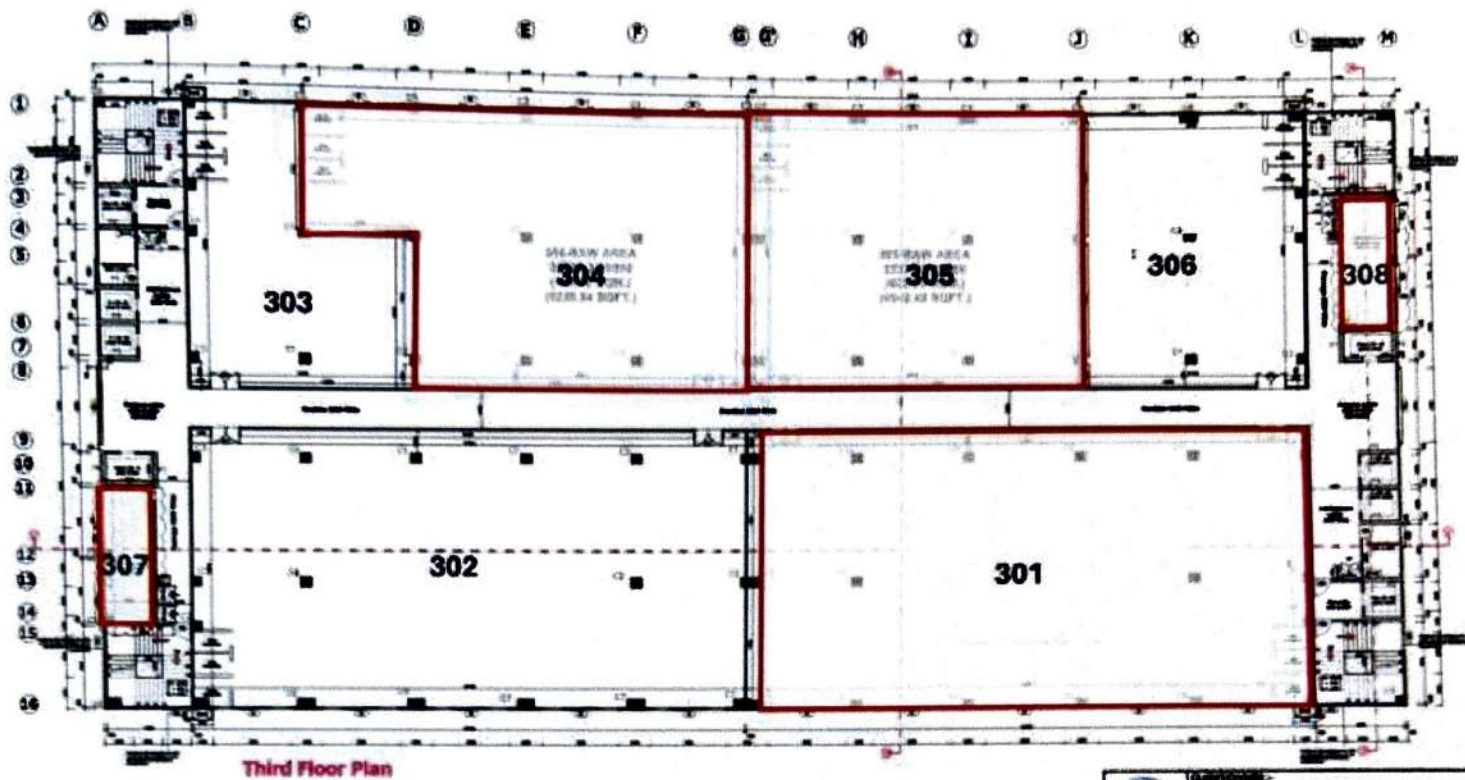
Sr No	Gala No	Floor no.	Name of Building	Carpet area (in Sqm)	Reserve Rental / sqm/year (Rs.)	Date and time slot for e-auction
Lot 1						
1	104	1	NEST - 2	30.36	6,500	will be intimated after opening of financial bid
2	202	2	NEST - 2	30.36		
3	203	2	NEST - 2	30.36		
4	307	3	NEST - 2	30.36		
5	308	3	NEST - 2	30.36		
6	405	4	NEST - 2	30.36		
7	406	4	NEST - 2	30.36		
8	506	5	NEST - 2	30.36		
9	507	5	NEST - 2	30.36		
10	605	6	NEST - 2	30.36		
11	606	6	NEST - 2	30.36		
12	129D	G	SDF - V	89		
Lot 2						
13	103	1	NEST - 2	139.54	6,500	will be intimated after opening of financial bid
14	122	2	SDF - IV	158		
15	505	5	NEST - 2	200		
16	121A	2	SDF -IV	206		
17	305	3	NEST - 2	422		
18	121	2	SDF -IV	465		
19	304	3	NEST - 2	485		
20	164	1	SDF - VI	532		
21	501	5	NEST - 2	578.97		
Lot 3						
22	G32	2	G&J III	657	6,500	will be intimated after opening of financial bid
23	301	3	NEST - 2	710.64		
24	601	6	NEST - 2	710		
25	602	6	NEST - 2	710		
26	603	6	NEST - 2	710		
27	604	6	NEST - 2	710		
28	403	4	NEST - 2	846.83		
29	51	G	SDF - II	875		

## NEST - 2 : Layout Plans

(Note: Area marked in Red are galas for allotment)



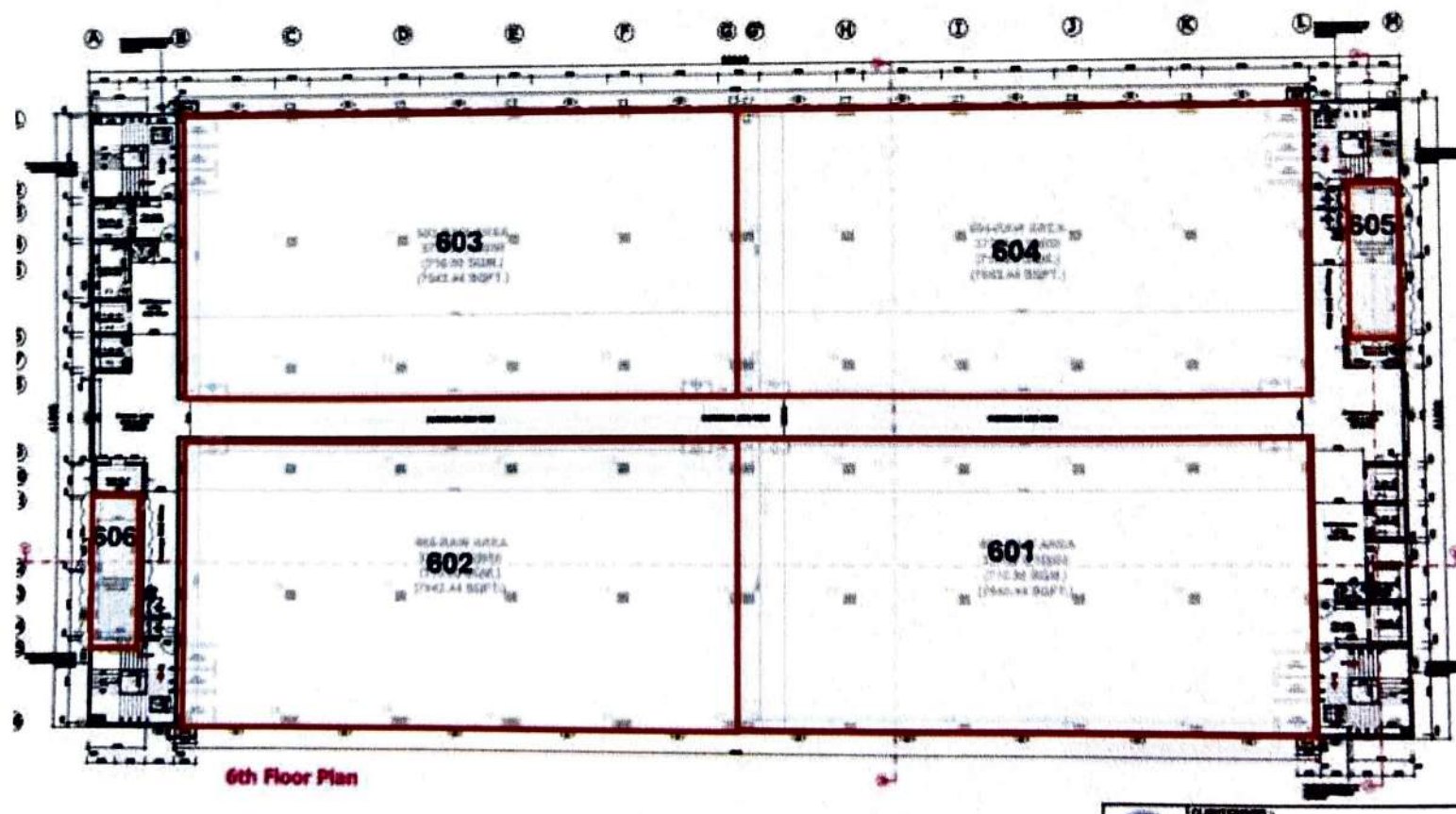




4th Floor Plan



5th Floor Plan



6th Floor Plan





## SEEPZ SEZ AUTHORITY

No.: 2025\_SEEPZ\_851387\_1

Date: 03/03/2025

### Clarification on Notice Inviting Tender

**Tender Title:** E – Tender cum E- Auction for “Allotment of Galas at SEEPZ SEZ, Mumbai”

**Tender Reference No.:** SEEPZM-IT/9/2025-PROC/01

**Tender ID:** 2025\_SEEPZ\_851387\_1

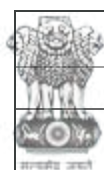
SN	Particular	Clarification
1	<b>Earnest Money Deposit (EMD)</b>	<ol style="list-style-type: none"><li>1. <i>Exemption in payment/submission of EMD is not applicable for any kind of industry.</i></li><li>2. <i>If a single bidder is participating for multiple galas, EMD to be paid separately for each gala. (Refer Clause 4.11 of the RFP)</i></li></ol>

  
03/03/2025

Hanish Rath

Assistant Development Commissioner  
SEEPZ SEZ Authority, Mumbai





**Government  
eProcurement  
System**

## eProcurement System Government of India

### Tender Details

Date : 05-Mar-2025 11:42 AM

Print

#### Basic Details

<b>Organisation Chain</b>	Santacruz Electronics Export Processing Zone Special Economic Zone Mumbai		
<b>Tender Reference Number</b>	SEEPZM-IT/9/2025-PROC/01		
<b>Tender ID</b>	2025_SEEPZ_851387_1	<b>Withdrawal Allowed</b>	Yes
<b>Tender Type</b>	Open Tender	<b>Form of contract</b>	Tender cum Auction
<b>Tender Category</b>	Services	<b>No. of Covers</b>	3
<b>General Technical Evaluation Allowed</b>	No	<b>ItemWise Technical Evaluation Allowed</b>	Yes
<b>Payment Mode</b>	Offline	<b>Is Multi Currency Allowed For BOQ</b>	No
<b>Is Multi Currency Allowed For Fee</b>	No	<b>Allow Two Stage Bidding</b>	No

#### Payment Instruments

<b>Offline</b>	<b>S.No</b>	<b>Instrument Type</b>
	1	Demand Draft
	2	R-T-G-S
	3	NEFT

#### Cover Details, No. Of Covers - 3

Cover No	Cover	Document Type	Description
1	Fee	.pdf	Fee Documents
2	Technical	.pdf	Technical Documents
3	Finance	.xls	Financial Template

#### Tender Fee Details, [Total Fee in ₹ \* - 5,000]

<b>Tender Fee in ₹</b>	5,000	<b>Fee Payable To</b>	SEEPZ SEZ Authority Fund	<b>Fee Payable At</b>	SEEPZ SEZ Authority Fund
<b>Tender Fee Exemption Allowed</b>	No				

#### EMD Fee Details

<b>EMD Amount in ₹</b>	4,61,500	<b>EMD Exemption Allowed</b>	No
<b>EMD Fee Type</b>	percentage	<b>EMD Percentage</b>	2.0%
<b>EMD Payable To</b>	SEEPZ SEZ Authority Fund	<b>EMD Payable At</b>	SEEPZ SEZ Authority Fund

[Click to view modification history](#)

#### Work /Item(s)

<b>Title</b>	Allotment of Galas at SEEPZ SEZ Mumbai				
<b>Work Description</b>	Allotment of Galas at SEEPZ SEZ, Mumbai				
<b>Pre Qualification Details</b>	Please refer Tender documents.				
<b>Independent External Monitor/Remarks</b>	NA				
<b>Show Tender Value in Public Domain</b>	Yes				
<b>Tender Value in ₹</b>	2,30,75,000	<b>Product Category</b>	Allotment of Space	<b>Sub category</b>	Allotment of Gala
<b>Contract Type</b>	Tender	<b>Bid Validity(Days)</b>	180	<b>Period Of Work(Days)</b>	NA

<b>Location</b>	Andheri	<b>Pincode</b>	400096	<b>Pre Bid Meeting Place</b>	2nd floor, Conference Hall, SEEPZ SEZ, Mumbai
<b>Pre Bid Meeting Address</b>	HYBRID MODE	<b>Pre Bid Meeting Date</b>	12-Mar-2025 03:00 PM	<b>Bid Opening Place</b>	ONLINE
<b>Should Allow NDA Tender</b>	No	<b>Allow Preferential Bidder</b>	No		



**Critical Dates**

<b>Publish Date</b>	01-Mar-2025 05:00 PM	<b>Bid Opening Date</b>	01-Apr-2025 03:30 PM
<b>Document Download / Sale Start Date</b>	01-Mar-2025 05:00 PM	<b>Document Download / Sale End Date</b>	31-Mar-2025 03:00 PM
<b>Clarification Start Date</b>	01-Mar-2025 06:00 PM	<b>Clarification End Date</b>	10-Mar-2025 03:30 PM
<b>Bid Submission Start Date</b>	17-Mar-2025 09:00 AM	<b>Bid Submission End Date</b>	31-Mar-2025 03:00 PM

**Tender Documents**

NIT Document	S.No	Document Name	Description	Document Size (in KB)	
	1	Tendernotice_1.pdf	NIT	315.34	
Work Item Documents	S.No	Document Type	Document Name	Description	Document Size (in KB)
	1	Tender Documents	RFP_Final.pdf	Allotment of Galas at SEEPZ SEZ, Mumbai	3013.54
	2	BOQ	BOQ_894985.xls	BoQ Corrigendum	297.50

**Latest Corrigendum List**

S.No	Corrigendum Title	Corrigendum Type	View
1	Corrigendum 1	BOQ	
2	Clarification on Notice Inviting Tender	Fee	

**Bid Openers List**

S.No	Bid Opener Login Id	Bid Opener Name	Certificate Name
1.	hanishr.g171701@gov.in	Hanish Rathi	Hanish Rathi
2.	janesh.tripathi@gov.in	Janesh Tripathi	Janesh Tripathi
3.	divyanshi.goyal@gov.in	Divyanshi Goyal	Divyanshi Goyal
4.	ashok.meena49@gov.in	Ashok Meena	ASHOK KUMAR MEENA

**GeMARPTS Details**

<b>GeMARPTS ID</b>	U303XHki9YTR
<b>Description</b>	Allotment of Gala
<b>Report Initiated On</b>	01-Mar-2025
<b>Valid Until</b>	31-Mar-2025

**Tender Properties**

<b>Auto Tendering Process allowed</b>	No	<b>Show Technical bid status</b>	Yes
<b>Show Finance bid status</b>	Yes	<b>Stage to disclose Bid Details in Public Domain</b>	Financial Evaluation
<b>BoQ Comparative Chart model</b>	Normal	<b>BoQ Comparative chart decimal places</b>	2
<b>BoQ Comparative Chart Rank Type</b>	H	<b>Form Based BoQ</b>	No

<b>Adopt Tender Cum Auction New Process</b>	No
<b>Bidders Elimination Process Required</b>	No

**TIA Undertaking**

S.No	Undertaking to Order	Tender complying with Order	Reason for non compliance of Order
1	<a href="#">PPP-MII Order 2017</a>	Not Applicable	Bid is for auction of Space
2	<a href="#">MSEs Order 2012</a>	Not Applicable	Bid is for auction of Space

**Tender Inviting Authority**

<b>Name</b>	Development Commissioner SEEPZ SEZ
<b>Address</b>	Office Of The Development Commissioner SEEPZ SEZ, Andheri (E)-400096

**Tender Creator Details**

<b>Created By</b>	Hanish Rathi
<b>Designation</b>	ADC
<b>Created Date</b>	28-Feb-2025 11:42 PM



## SEEPZ SEZ AUTHORITY

No.: 2025\_SEEPZ\_851387\_1

Date: 03/03/2025

### Clarification on Notice Inviting Tender

**Tender Title:** E – Tender cum E- Auction for “Allotment of Galas at SEEPZ SEZ, Mumbai”

**Tender Reference No.:** SEEPZM-IT/9/2025-PROC/01

**Tender ID:** 2025\_SEEPZ\_851387\_1

SN	Particular	Clarification
1	<b>Earnest Money Deposit (EMD)</b>	<ol style="list-style-type: none"><li>1. <i>Exemption in payment/submission of EMD is not applicable for any kind of industry.</i></li><li>2. <i>If a single bidder is participating for multiple galas, EMD to be paid separately for each gala. (Refer Clause 4.11 of the RFP)</i></li></ol>

  
03/03/2025

Hanish Rath

Assistant Development Commissioner  
SEEPZ SEZ Authority, Mumbai



## SEEPZ SEZ AUTHORITY

No.: 2025\_SEEPZ\_851387\_1

Date: 04/03/2025

### Corrigendum – 1

**Tender Title:** E – Tender cum E- Auction for “Allotment of Galas at SEEPZ SEZ, Mumbai”

**Tender Reference No.:** SEEPZM-IT/9/2025-PROC/01

**Tender ID:** 2025\_SEEPZ\_851387\_1

S.no	Original Clause & Text	Changes / Addition to the Clause
1	Clause no. 2.3 “Description of Galas”, Table 2, Page no.12 & 13 of RFP	The amended table 2 to be read as per below Table no. 2
2	Clause 4.11 “List of Galas”, Table 4, Page no. 24 & 25	The amended table 4 to be read as per below Table no. 4
3	Annexure D, “Details of Units”, Page no. 51 & 52	The amended Annexure D to be read as below as Annexure D

*[Handwritten Signature]*  
24/03/2025

Hanish Rathi  
Assistant Development Commissioner  
SEEPZ SEZ Authority, Mumbai

1. Clause 2.3 "Description of Galas, Table 2, is revised as per below:

Table No.2

S.no	Gala No	Floor no.	Name of Building	Carpet area (in Sqm)	Reserve Rental / sqm/year (Rs.)	Date and time slot for e-auction
Lot 1						
1	104	1	NEST - 2	30.36	6,500	will be intimated after opening of financial bid
2	202	2	NEST - 2	30.36		
3	203	2	NEST - 2	30.36		
4	307	3	NEST - 2	30.36		
5	308	3	NEST - 2	30.36		
6	405	4	NEST - 2	30.36		
7	406	4	NEST - 2	30.36		
8	506	5	NEST - 2	30.36		
9	507	5	NEST - 2	30.36		
10	605	6	NEST - 2	30.36		
11	606	6	NEST - 2	30.36		
12	129D	G	SDF - V	89		
Lot 2						
13	103	1	NEST - 2	139.54	6,500	will be intimated after opening of financial bid
14	122	2	SDF - IV	158		
15	505	5	NEST - 2	200		
16	121A	2	SDF -IV	206		
17	305	3	NEST - 2	422		
18	121	2	SDF -IV	465		
19	304	3	NEST - 2	485		
20	164	1	SDF - VI	532		
21	501	5	NEST - 2	578.97		
Lot 3						
22	G32	2	G&J III	657	6,500	will be intimated after opening of financial bid
23	301	3	NEST - 2	710.64		
24	601	6	NEST - 2	710		
25	602	6	NEST - 2	710		
26	603	6	NEST - 2	710		
27	604	6	NEST - 2	710		
28	403	4	NEST - 2	846.83		
29	51	G	SDF - II	875		



2. Clause 4.11 "List of Galas", Table 4 is revised as per below

Table No.4

Sr No	Gala No	Floor no.	Name of Building	Carpet area (in Sqm)	Reserve Rental / sqm/year (Rs.)	EMD in Rs. (2% x 5 x Reserve Rental x Area in sqm)
1	104	1	NEST - 2	30.36	6,500	19,734
2	202	2	NEST - 2	30.36		
3	203	2	NEST - 2	30.36		
4	307	3	NEST - 2	30.36		
5	308	3	NEST - 2	30.36		
6	405	4	NEST - 2	30.36		
7	406	4	NEST - 2	30.36		
8	506	5	NEST - 2	30.36		
9	507	5	NEST - 2	30.36		
10	605	6	NEST - 2	30.36		
11	606	6	NEST - 2	30.36		
12	129D	G	SDF - V	89	6,500	57,850
13	103	1	NEST - 2	139.54		90,701
14	122	2	SDF - IV	158		1,02,700
15	505	5	NEST - 2	200		1,30,000
16	121A	2	SDF - IV	206		1,33,900
17	305	3	NEST - 2	422		2,74,300
18	121	2	SDF - IV	465	6,500	3,02,250
19	304	3	NEST - 2	485		3,15,250
20	164	1	SDF - VI	532		3,45,800
21	501	5	NEST - 2	578.97		3,76,331
22	G32	2	G&J III	657		4,27,050
23	301	3	NEST - 2	710.64		4,61,916
24	601	6	NEST - 2	710		4,61,500
25	602	6	NEST - 2	710		4,61,500
26	603	6	NEST - 2	710		4,61,500
27	604	6	NEST - 2	710		4,61,500
28	403	4	NEST - 2	846.83		5,50,440
29	51	G	SDF - II	875		5,68,750



3. Annexure D - DETAILS OF THE UNITS



# SEEPZ SEZ MAP

**Legend**

 Location of units

 SEEPZ SEZ  
Boundary

 Site Entrance Gates



**Note:** Map not to scale. For representation purpose only

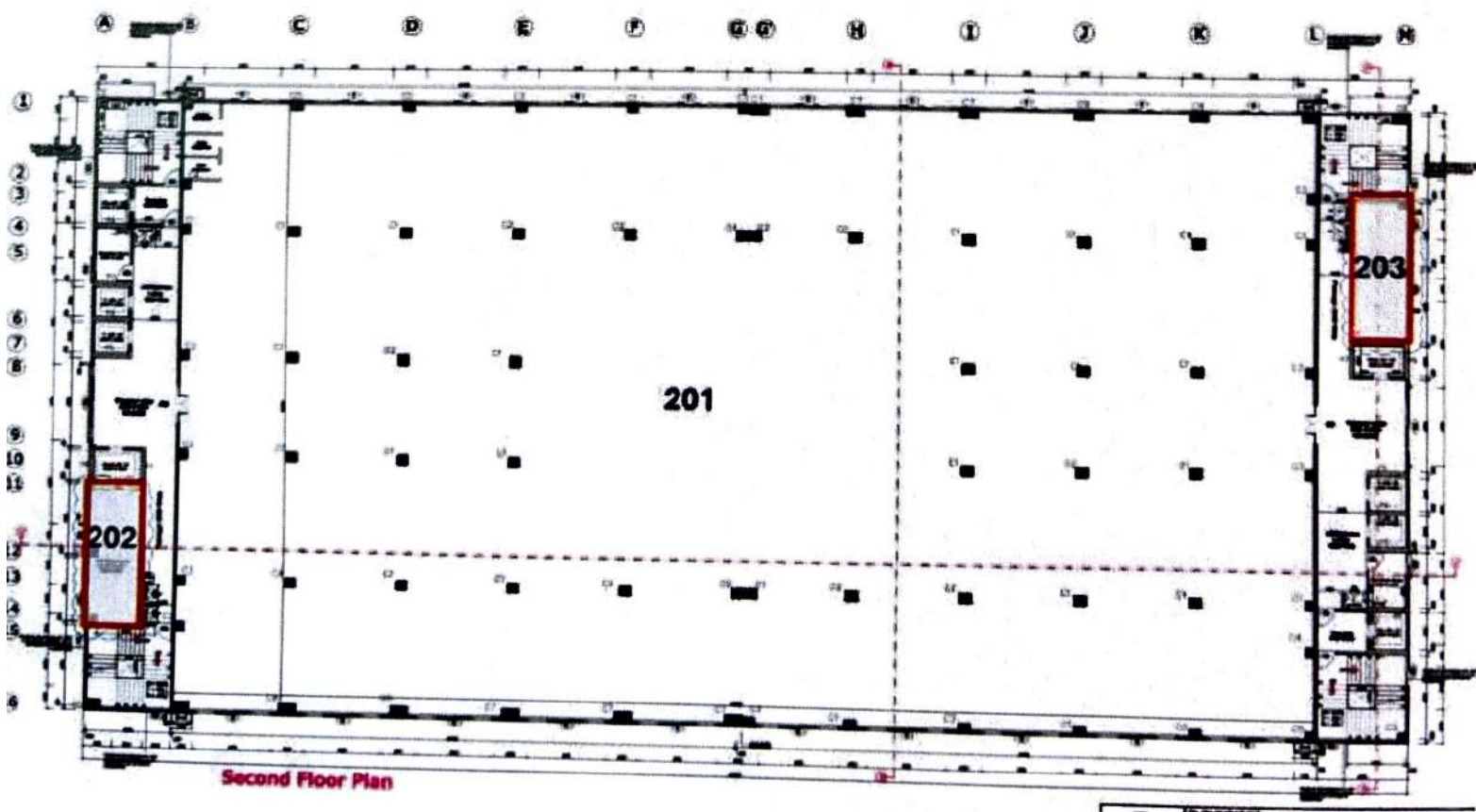
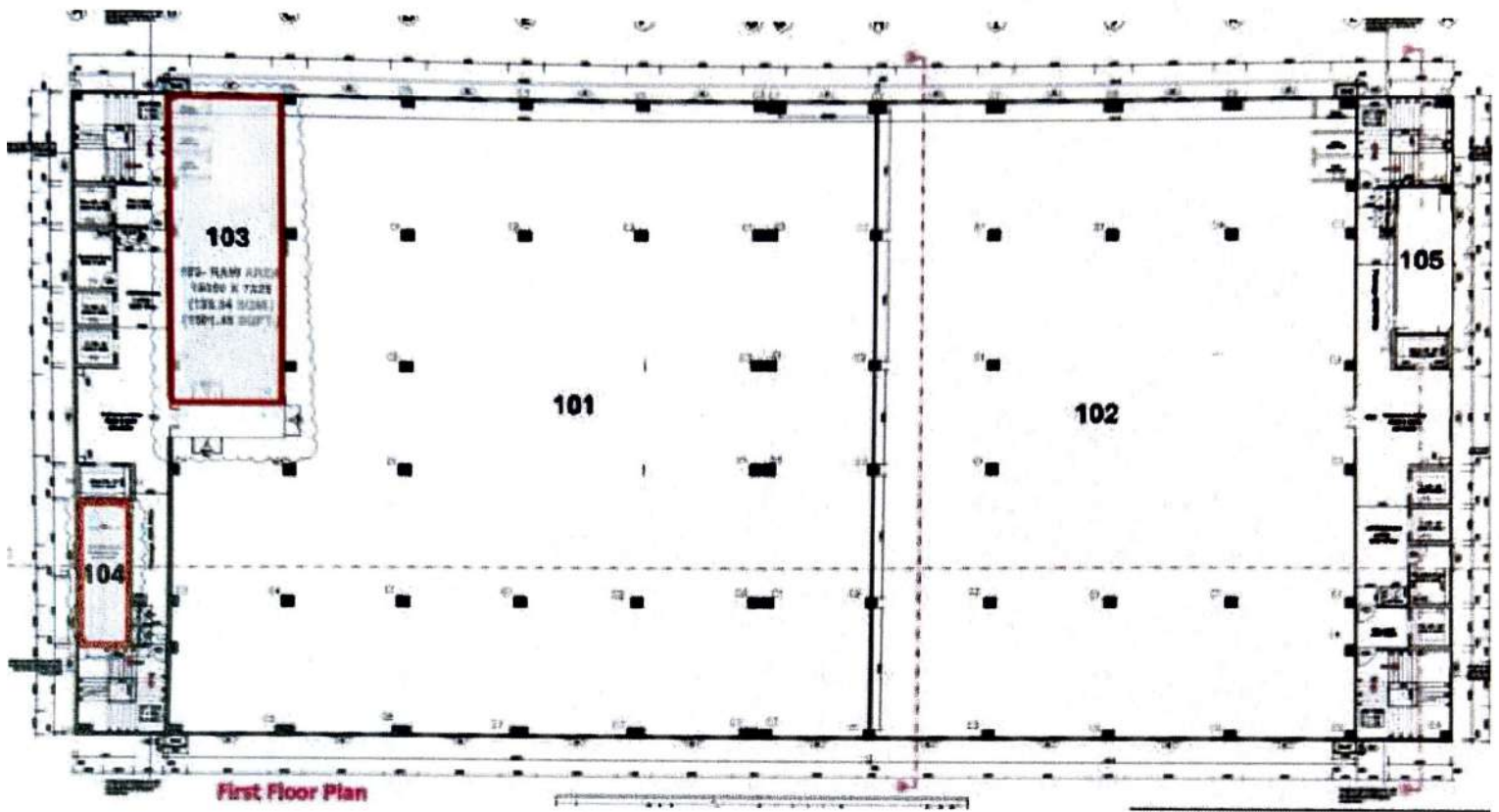


**List of Galas**

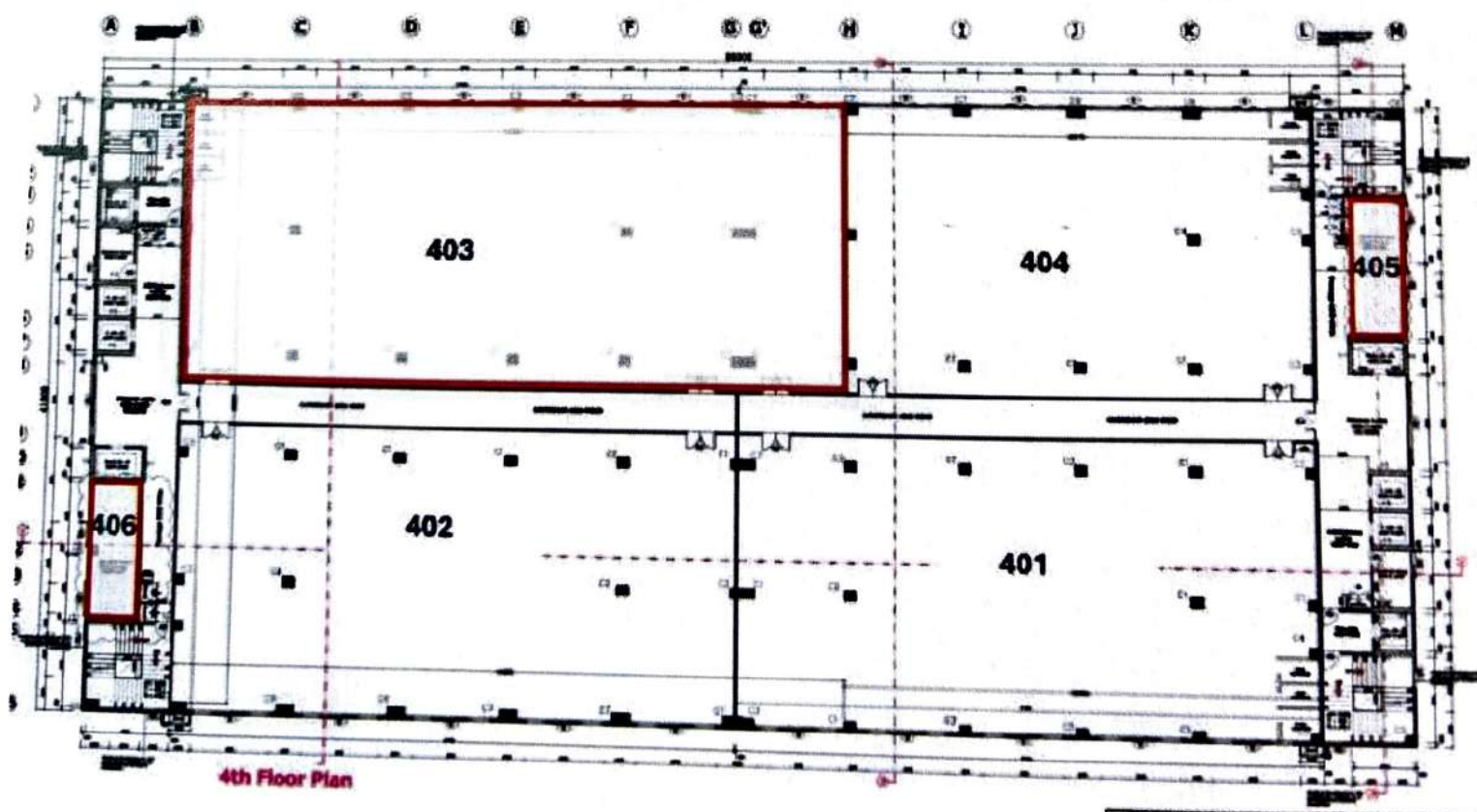
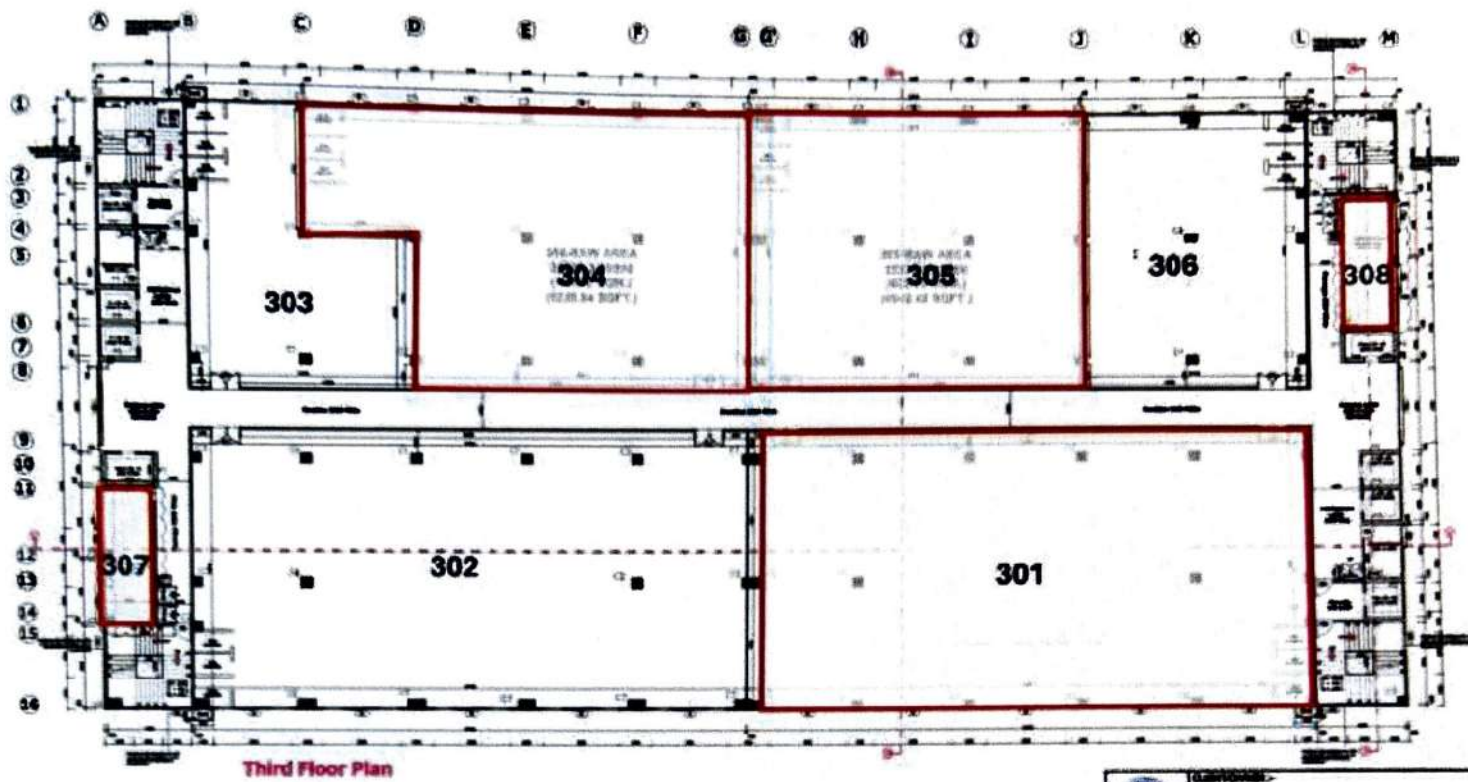
Sr No	Gala No	Floor no.	Name of Building	Carpet area (in Sqm)	Reserve Rental / sqm/year (Rs.)	Date and time slot for e-auction
Lot 1						
1	104	1	NEST - 2	30.36	6,500	will be intimated after opening of financial bid
2	202	2	NEST - 2	30.36		
3	203	2	NEST - 2	30.36		
4	307	3	NEST - 2	30.36		
5	308	3	NEST - 2	30.36		
6	405	4	NEST - 2	30.36		
7	406	4	NEST - 2	30.36		
8	506	5	NEST - 2	30.36		
9	507	5	NEST - 2	30.36		
10	605	6	NEST - 2	30.36		
11	606	6	NEST - 2	30.36		
12	129D	G	SDF - V	89		
Lot 2						
13	103	1	NEST - 2	139.54	6,500	will be intimated after opening of financial bid
14	122	2	SDF - IV	158		
15	505	5	NEST - 2	200		
16	121A	2	SDF -IV	206		
17	305	3	NEST - 2	422		
18	121	2	SDF -IV	465		
19	304	3	NEST - 2	485		
20	164	1	SDF - VI	532		
21	501	5	NEST - 2	578.97		
Lot 3						
22	G32	2	G&J III	657	6,500	will be intimated after opening of financial bid
23	301	3	NEST - 2	710.64		
24	601	6	NEST - 2	710		
25	602	6	NEST - 2	710		
26	603	6	NEST - 2	710		
27	604	6	NEST - 2	710		
28	403	4	NEST - 2	846.83		
29	51	G	SDF - II	875		

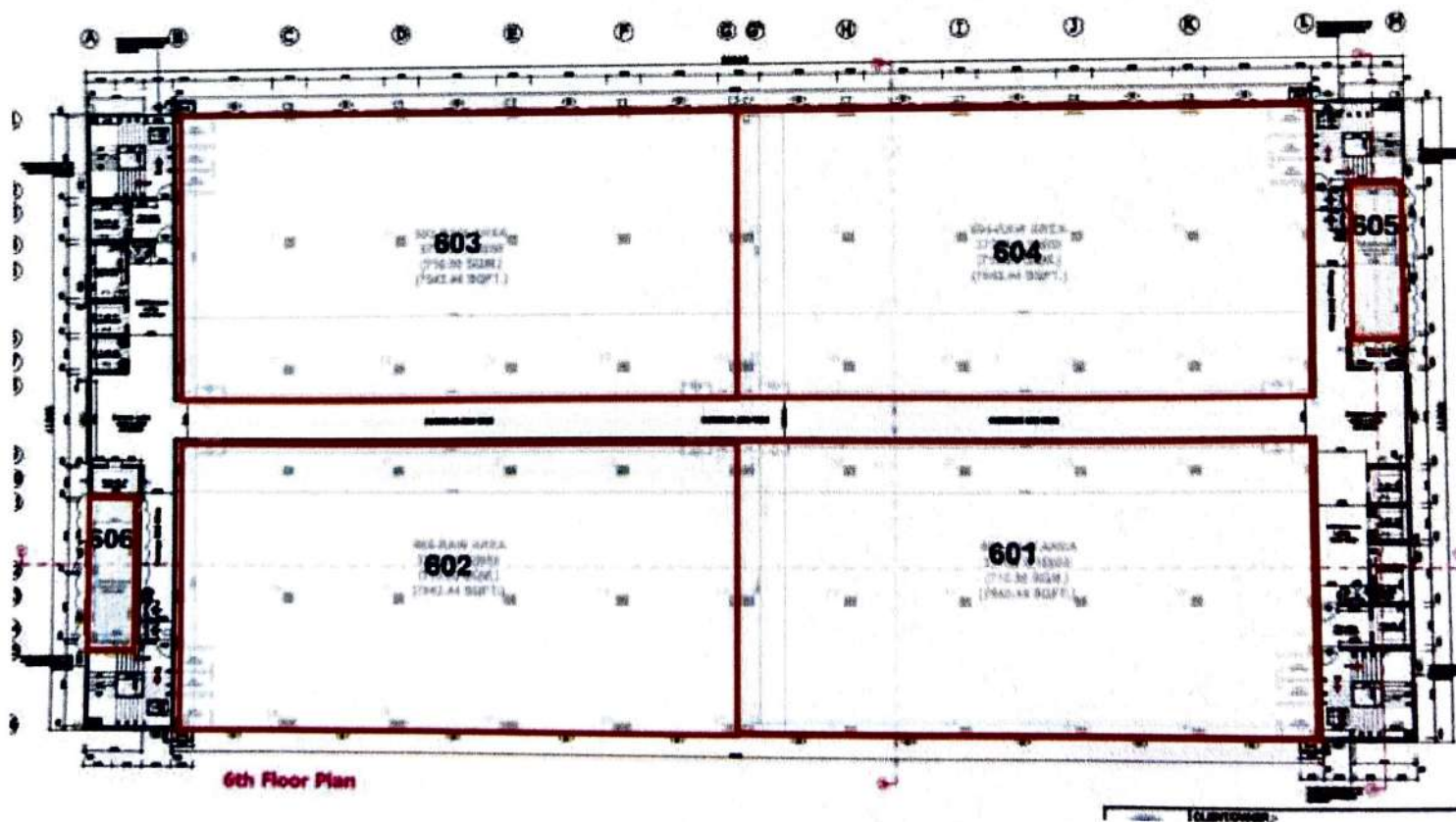
## NEST - 2 : Layout Plans

(Note: Area marked in Red are galas for allotment)









SEEPZ SPECIAL ECONOMIC ZONE AUTHORITY  
GOVERNMENT OF INDIA  
MINISTRY OF COMMERCE & INDUSTRY  
MUMBAI  
\*\*\*\*\*

## Supplementary Agenda Item No. 4

**A. Proposal:**

Proposal to Seek Approval of MoCI and MoF for Engaging an International Project Management Consultant (PMC) for the NEST-03 Construction Project in SEEPZ-SEZ, Mumbai.

**B. Relevant Provision of SEZ Act, 2005 & Rules**

- Section 34 of SEZ Act 2005
- Rule 6 of SEZ Authority Rule 2009

**C. Reference**

- 71<sup>st</sup> Authority Agenda Meeting dated February 4, 2025
  - **Agenda Item 07:** Proposal for appointment of Consultant for Preparation of Detailed Master Plan for 30 years & Detailed Architectural Design for model building for SEEPZ-SEZ

**D. Other Information:**

- The infrastructure within SEEPZ SEZ has become outdated. Hence, SEEPZ SEZ authority has decided to undergo comprehensive redevelopment of SEEPZ SEZ Premises.
- The proposed redevelopment plan aims to upgrade critical infrastructure, including roads, water supply, and drainage systems. In addition, we plan to replace old SDF buildings with modern, state-of-the-art facilities that incorporate sustainable practices such as solar energy, rainwater harvesting, and waste management systems, thus aligning with contemporary environmental standards.
- In this regard, the authority has appointed a consultant for the Preparation of Detailed Master Plan for 30 years & Detailed Architectural Design for model building for SEEPZ-SEZ as per the proposal in 71<sup>st</sup> Authority Agenda Meeting dated February 4, 2025 (Agenda Item 07)
- The consultant is directed to make a detailed architectural plan for NEST-03 building with a proposed built-up area of 8 lakh sqft. Existing units from SDF 2, 3 and 4 are planned to be shifted in newly constructed NEST-03 building.



#### E. Justification for International PMC

- It is essential to initiate, execute, and complete the redevelopment work for the tenants of SDF 2, 3, and 4 in a timely and professional manner due to their current dilapidated state, which cannot be sustained in the near future.
- The redevelopment must adhere to international standards and provide a world-class facility, as these units are frequently visited by foreign clients and auditors from agencies like Underwriters Laboratories. To set a benchmark of international standards and provide a world-class facility, the work should be guided by international agencies, ensuring advanced infrastructure and amenities comparable to private and international facilities worldwide.
- As a way forward, it is proposed to engage a Project Management Consultant for NEST-03 which would of high end, given the scope and complexity of this project

#### F. Past Experience

- Previously, this office has successfully executed the Mega-CFC project with an internationally renowned consultant, achieving rapid completion of the civil work within 8-9 months and overall building completion in 16 months. This showcased high standards and quality work appreciated by users and trade members. In contrast, the construction of NEST-01 & NEST-02, which utilized a regional consultant, experienced significant delays and compromised quality. To avoid similar issues in the construction of the critical NEST-03 project, engaging an international consultant is crucial.

#### G. Rule Provision:

Clause 5.1.4 of Manual of Procurement of Consultancy and Other Services, "in exceptional cases where the Ministry or Department feels that there are special reasons for inviting global tender (for tenders below limit of Rs. 200 Cr), the detailed justification to seek prior approval for relaxation from the competent authority specified by the Department of Expenditure may be shared."

#### H. Recommendation:

In this context, it is proposed to take up matter with MoCI for the appointment of an international Project Management Consultant (PMC) and seek a relaxation of Clause 5.1.4 of the Manual of Procurement of Consultancy. This relaxation is necessary to allow the engagement of the PMC for overseeing and managing the construction of NEST-03, a critical infrastructure project undertaken by the SEEPZ Authority.

*Recd*  
*17/04/2018*