

Basic Details

Organisation Chain	Santacruz Electronics Export Processing Zone Special Economic Zone Mumbai		
Tender Reference Number	SEEPZM-IT/9/2025-PROC/02		
Tender ID	2025_SEEPZ_868253_1	Withdrawal Allowed	Yes
Tender Type	Open Tender	Form of contract	Tender cum Auction
Tender Category	Services	No. of Covers	3
General Technical Evaluation Allowed	No	ItemWise Technical Evaluation Allowed	Yes
Payment Mode	Offline	Is Multi Currency Allowed For BOQ	No
Is Multi Currency Allowed For Fee	No	Allow Two Stage Bidding	No

Payment Instruments

Offline	S.No	Instrument Type
	1	R-T-G-S
	2	NEFT

Cover Details, No. Of Covers - 3

Cover No	Cover	Document Type	Description
1	Fee	.pdf	Fee
2	Technical	.pdf	Technical Documents
3	Finance	.xls	Financial Template

Tender Fee Details, [Total Fee in ₹ * - 5,000]

Tender Fee in ₹	5,000		
Fee Payable To	SEEPZ SEZ AUTHORITY FUND	Fee Payable At	SEEPZ SEZ MUMBAI
Tender Fee Exemption Allowed	No		

EMD Fee Details

EMD Amount in ₹	2,08,000	EMD Exemption Allowed	No
EMD Fee Type	fixed	EMD Percentage	NA
EMD Payable To	SEEPZ SEZ AUTHORITY FUND	EMD Payable At	SEEPZ SEZ MUMBAI

Work / Item(s)

Title	Tender Cum Auction For Allotment of Galas at SEEPZ SEZ Mumbai				
Work Description	Tender Cum Auction For Allotment of Galas at SEEPZ SEZ Mumbai				
Pre Qualification Details	Please refer Tender documents.				
Independent External Monitor/Remarks	NA				
Tender Value in ₹	NA	Product Category	Allotment of Space	Sub category	NA
Contract Type	Tender	Bid Validity(Days)	180	Period Of Work(Days)	NA
Location	SEEPZ Andheri	Pincode	400096	Pre Bid Meeting Place	HYBRID MODE
Pre Bid Meeting Address	Office Of The Development Commissioner SEEPZ SEZ 2nd Floor Conference Room	Pre Bid Meeting Date	24-Jul-2025 03:00 PM	Bid Opening Place	Online
Should Allow NDA Tender	No	Allow Preferential Bidder	No		

Critical Dates

Publish Date	10-Jul-2025 01:15 PM	Bid Opening Date	07-Aug-2025 03:30 PM
Document Download / Sale Start Date	10-Jul-2025 01:15 PM	Document Download / Sale End Date	06-Aug-2025 03:00 PM
Clarification Start Date	10-Jul-2025 01:15 PM	Clarification End Date	23-Jul-2025 03:30 PM
Bid Submission Start Date	29-Jul-2025 09:00 AM	Bid Submission End Date	06-Aug-2025 03:00 PM

Tender Documents

NIT Document	S.No	Document Name	Description	Document Size (in KB)	
	1	Tendernotice_1.pdf	NIT	860.69	
Work Item Documents	S.No	Document Type	Document Name	Description	Document Size (in KB)
	1	BOQ	BOQ_912714.xls	Financial Template	290.50
	2	Tender Documents	RFP_Allotment_Gala_FinalV1.pdf	Tender Cum Auction For Allotment of Galas at SEEPZ SEZ Mumbai	3093.35

Tender Inviting Authority

Name	Assistant Development Commissioner
Address	Office Of The Development Commissioner SEEPZ SEZ Andheri Mumbai



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/02

Date of Issue : 10/07/2025

ISSUING AUTHORITY:

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

E – Mail: hanishr.g171701@gov.in
with cc to ddcseepz-mah@nic.in & seepz.pmu@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

SEEPZ SPECIAL ECONOMIC ZONE AUTHORITY

1.1 Tender Notice

Only through E-Tendering Mode

Tender No. SEEPZM-IT/9/2025-PROC/02

Dated: 10/07/2025

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	Project Name	Tender Cum Auction For 'Allotment of Galas at SEEPZ SEZ, Mumbai'
2	TENDER FEE (Non – Refundable)	As per Clause 3.1.1
4	EMD	As per Clause 3.1.2
5	Additional EMD	As per Clause 6.14.a
6	Downloading of Tender Documents	Tender Documents can be downloaded from the official web – site of SEEPZ SEZ Authority http://seepz.gov.in/tender.aspx or https://eprocure.gov.in/eprocure/app
7	Date of Tender Publishing	10/07/2025
8	Last Date for receiving Pre-Bid Queries	23/07/2025 till 3:30 pm
9	Pre-Bid Conference	24/07/2025 at 03:00 pm at Conference Room, 2nd Floor, Office of Development Commissioner, SEEPZ SEZ
10	Authority Response to Queries latest by	As per process (tentatively 7 to 10 days from the pre bid meeting date)
11	Last Date and Time for Submission of Bid	06/08/2025 by 03:00 pm
12	Technical Bid Opening	07/08/2025 at 03:30 pm. (Online)
11	Announcing Shortlisted	TBD

	Parties	
12	Financial Bid Opening	TBD
13	Date of e-auction	Online, to be intimated later as per process
14	Announcement of Successful Bidder	After the successful auction as per process
15	Issue of the Letter of Intent (LOI)	Tentatively within 7 to 10 days from the date of e-auction on deposit of Additional EMD.
16	Final Allotment	By SEEPZ SEZ Authority after issuance of Letter of Approval (LOA) by the Development Commissioner.
17	Execution of the Sub-lease Agreement	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	Possession of Gala	Upon execution of Sub-lease Agreement
19	Commencement of Operations	As per RFP Clause 6.17
20	Validity of Bids	As per RFP Clause 4.26
22	Name and Email Address where queries concerning this RFP is to be sent	Shri Hanish Rathi Contact: 022-28294757/7976067037, Email – hanishr.g171701@gov.in with copy to ddcseepz-mah@nic.in & seepz.pmu@gov.in
23	Miscellaneous Notes	<ul style="list-style-type: none"> • The Tender Fee and EMD in physical form shall be submitted to SEEPZ SEZ Office before closing of the Bid Due Date and Time. • 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. • If a single bidder is participating for multiple galas, EMD to be paid separately for each gala. (Refer Clause 4.11 of the RFP) • Exemption in payment/submission of EMD is not applicable for any kind of industry. • Tender documents are to be downloaded from SEEPZ SEZ Website / E-procurement web site by the Bidder as mentioned in the RFP

document

- 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.
- 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 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
- The Bidder should carefully review the tender document, bidding procedures, and all instructions outlined for the bidding process.
- 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.

 10-07-2025

Assistant Development Commissioner
SEEPZ SEZ

2 INTRODUCTION

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. The indicative charges are mentioned in **Appendix - 2**. However, the cess and charges are subject to change as per respective organization. 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 unit in the processing area of SEEPZ Special Economic Zone for the permitted business activities in terms of SEZ Act 2005 and SEZ Rule 2006 made thereunder. Read instructions/ notifications

applicable to SEZ Unit as well for respective sectors. Trading will be allowed for inter SEEPZ units only. However the final decision regarding the use of Gala/Purpose of Gals remains with approval committee.

- 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 "Section 3 – Eligibility Criteria" of the RFP along with any other documents required to be submitted as per RFP to fulfill the eligibility criteria.
- d) 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.
- e) Successful bidders shall obtain the Letter of Approval (LOA) for setting up of the unit in the SEEPZ SEZ post issuance of LOI.
- f) 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 **Appendix – 3A**

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	Building Name	Floor No	Carpet Area (in sqm)
1	IT13	SDF-VII	2 nd Floor	618
2	IT14	SDF-VII	3 rd Floor	630
3	IT15	SDF-VII	3 rd Floor	630
4	IT16	SDF-VII	3 rd Floor	618
5	IT17	SDF-VII	4 th Floor	618
6	IT18	SDF-VII	4 th Floor	630
7	IT19	SDF-VII	4 th Floor	630
8	IT20	SDF-VII	4 th Floor	618
9	5 (AC Unit)	Multistoried Building	Ground floor	736
10	69	SDF-III	1st floor	751
11	89	SDF-III	2nd Floor	640

Sr No	Gala No	Building Name	Floor No	Carpet Area (in sqm)
12	76A	SDF-III	2nd Floor	320
13	76B	SDF-III	2nd Floor	320
14	96	SDF-III	3rd Floor	528
15	187	SDF-VI	3rd Floor	532

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.
- Date and time slot for e-auction will be intimated after opening of financial bid.

3 ELIGIBILITY CRITERIA

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 NEFT/RTGS 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 NEFT/RTGS in favor of "SEEPZ SEZ Authority Fund", payable at Mumbai.

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. (Refer Clause 4.11 of the RFP)

3. Bidders shall fulfill all below the eligibility criteria.

SN	Criterion	Documents to be Submitted
1	Bidder must be a valid legal entity registered with the appropriate government authority as a Proprietorship/Partnership/Company/LLP.	Certificate of Incorporation / Partnership Deed / PAN of Proprietor, Contact details including mobile number, email ID, and company address.
2	Bidder must possess valid PAN and GST Registration.	Copy of PAN Card and GST Registration Certificate. Note: In case of new Firm, bidder shall submit an undertaking that they will submit GST Certificate before Sub-Lease agreement.
3	Bidder must provide proof of authorization of the signatory.	Power of Attorney (POA) or Board Resolution (BR) authorizing the

		signatory, as per format in Appendix-1.
4	Bidder must provide details of their legal status and shareholding pattern certified by CA.	Declaration of Legal Status (Proprietorship/Partnership/Company, etc.), Shareholding pattern, and CA Certification.
5	Bidder must submit attested constitution documents.	Partnership Deed (for partnership firms) or Memorandum of Association (MOA), Articles of Association (AOA)/Bye-laws, or Certificate of Incorporation (for companies).
6	Bidder must submit proof of payment of Tender Fee and EMD.	Copy of NEFT/RTGS transaction details for Tender Fee.
9	Bidder must have financial capability: minimum average annual turnover and positive net worth.	CA Certified Audited Balance Sheets for the last 3 financial years, Average Annual Turnover for the last 3 years, and Positive Net Worth Certificate for the last financial year.
10	Bidder must specify the purpose/proposed use of the Gala.	Written declaration specifying the proposed use of the Gala.
11	Bidder must submit a signed copy of the entire tender document and related communications.	Signed and stamped copy of the entire tender document, all corrigendum/addendum/clarifications, responses to queries, and an undertaking stating no changes have been made to the documents.
12	Bidder must submit the Checklist For Consolidated Bid Details as per Annexure 7.1 and following other annexure duly filled, signed, and stamped: 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) Performa of Integrity Pact, I) Additional Declaration (Applicable for SEEPZ SEZ units only), J) Draft Sub-Lease Agreement.	Duly signed and stamped copies of all the specified annexure.
13	Minimum Average Annual Turnover (MAAT) of the Bidder during the last three financial years (FY 2021-22, 2022-23, 2023-24) shall be ₹3 lakh per square meter of the area of Gala applied for, as per the table-3 below.	1. CA Certified Audited Balance Sheets for FY 2021-22, 2022-23, and 2023-24. 2. Certificate from CA specifying the Minimum Average Annual Turnover achieved. NOTE: However, the MAAT requirement shall be exempted for: - Start-up companies certified by DPIIT - Micro and Small Enterprises (MSEs) certified under Udyam Registration on submission of

valid **DPIIT Start-up Certificate** or **Udyam Registration Certificate**.

4. 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 Rs. 3 lakh per square meter, accordingly, Gala-wise MAAT is as tabled below. **However, the MAAT shall be exempted for Start-up company (certified by DPIIT) and MSEs (certified by Udyam) The bidder shall submit valid relevant certificates in the technical bid.**

Table 3: Minimum Average Annual Turnover and Average Projected Export

Sr No	Gala No	Building Name	Floor No	Carpet Area (in sqm)	MAAT calculation rate	Gala-wise MAAT in Lakh
1	IT13	SDF-VII	2 nd Floor	618	3 lakh per square meter	1854
2	IT14	SDF-VII	3 rd Floor	630		1890
3	IT15	SDF-VII	3 rd Floor	630		1890
4	IT16	SDF-VII	3 rd Floor	618		1854
5	IT17	SDF-VII	4 th Floor	618		1854
6	IT18	SDF-VII	4 th Floor	630		1890
7	IT19	SDF-VII	4 th Floor	630		1890
8	IT20	SDF-VII	4 th Floor	618		1854
9	5 (AC Unit)	Multistoried Building	Ground floor	736		2208
10	69	SDF-III	1st floor	751		2253
11	89	SDF-III	2 nd Floor	640		1920
12	76A	SDF-III	2 nd Floor	320		960
13	76B	SDF-III	2 nd Floor	320		960
14	96	SDF-III	3 rd Floor	528		1584
15	187	SDF-VI	3 rd Floor	532		1596

NOTE:

1. In case any bidder wishes to apply for multiple galas, then the MAAT criteria shall be the sum total of Galawise MAAT for the Galas for which bids are submitted.
2. In cases where the number of galas actually required is less than the number

originally applied for, the Minimum Average Annual Turnover (MAAT), as defined in Clause 3.1 (4), shall be calculated based on the total area of the galas actually required. For the purpose of this calculation, the galas with the largest individual areas shall be considered in descending order, up to the number of galas actually required as mentioned in table in point 7.1.13 above.

4 INSTRUCTION TO THE BIDDERS

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 and copy to ddcseepz-mah@nic.in & 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.: 2513 479 3077

Password: PB@21 (72121 when dialing from a video system)

Link: <https://seepz.webex.com/seepz/j.php?MTID=m570053cefb0b02d4e158b34bff05392>

- (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

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. The Checklist for Consolidated bid details to be submitted is attached as Annexure 7.1.

- c) Bidder has to select the payment option as “offline” to pay the Tender Fee and EMD as applicable and enter details of the instrument.
- d) 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.
- e) 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.
- f) 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.
- g) 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.
- h) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- i) 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.
- j) 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 , ddcseepz-mah@nic.in & 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 9 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	Building Name	Floor No	Carpet Area (in sqm)	Reserve Rental (Rs/sqm/year) in Rs	EMD in Rs. (2% x 5 x Reserve Rental x Area in sqm) in Rs
1	IT13	SDF-VII	2 nd Floor	618	6500	401700
2	IT14	SDF-VII	3 rd Floor	630		409500
3	IT15	SDF-VII	3 rd Floor	630		409500
4	IT16	SDF-VII	3 rd Floor	618		401700
5	IT17	SDF-VII	4 th Floor	618		401700
6	IT18	SDF-VII	4 th Floor	630		409500
7	IT19	SDF-VII	4 th Floor	630		409500
8	IT20	SDF-VII	4 th Floor	618		401700
9	5 (AC Unit)	Multistoried Building	Ground floor	736		478400
10	69	SDF-III	1 st floor	751		488150
11	89	SDF-III	2 nd Floor	640		416000
12	76A	SDF-III	2 nd Floor	320		208000
13	76B	SDF-III	2 nd Floor	320		208000

Sr No	Gala No	Building Name	Floor No	Carpet Area (in sqm)	Reserve Rental (Rs/sqm/year) in Rs	EMD in Rs. (2% x 5 x Reserve Rental x Area in sqm) in Rs
14	96	SDF-III	3rd Floor	528		343200
15	187	SDF-VI	3rd Floor	532		345800

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.
- 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.
- 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

- 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 to 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 more than one Bidder match the Bid submitted by the Highest Bidder, preference would be given to H2

Bidder over H3 Bidder and so on. In the event that none of the other Bidders match the Bid of the Highest Bidder, the authority may, in its discretion, 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

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

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 with copy to ddcseepz-mah@nic.in and 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)

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 at **ANNEXURE I – DRAFT SUB-LEASE AGREEMENT** for reference, however vetted Sub-lease agreement shall be provided by the Legal Section of SEEPZ SEZ Authority to the successful bidder on payment of Security Deposit and Advance Quarterly Rent.
- f. 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.

- (i). All the condition precedent for Sub-lease Agreement execution to complete by the bidder. Also refer **Clause 6.13 Condition Precedent**
- (ii). The allotment/ possession of gala under this policy will be deemed to commence from -
 - (a).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.
 - (b).In case of non-payment, the SEEPZ SEZ Authority may forfeit the security deposits and payments made till that time.
- (iii). It is further to note that,
 - (a).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.
 - (b).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.
- (c). 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.
 - (d). 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.
- (iv). 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.
 - (v). 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,

- (a). 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.
- (b). 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

- (i). 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.
- (ii). 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

- (i). 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.
- (ii). 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.
- (iii). 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 tires. The tires 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

- (i). 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.
- (ii). 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.
- (iii). 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.
- (iv). "Force Majeure" shall mean:
 - (a). War (whether declared or undeclared), invasion, armed conflict or act of a foreign enemy in each case involving or directly affecting the Parties;
 - (b). Revolution, riot, insurrection or other civil commotion, act of terrorism or sabotage in each case within India and directly affecting the Parties;
 - (c). Nuclear explosion, radioactive or chemical contamination or ionizing radiation directly affecting the Parties;
 - (d). Strikes, working to rule, go-slows and/or lockouts directly affecting the Parties;
 - (e). Civil unrest, protest by any section of the society preventing the execution of the operations;
 - (f). Work stoppage pursuant to a court order or any Government departments;
 - (g). Non-receipt of requisite Government approvals and sanctions;
 - (h). 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;
 - (i). 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:

- (i). 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.
- (ii). 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 G – 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

- (i). Bids without Tender Fees, EMD and which do not fulfill all or any of the conditions of tender document shall be rejected outright.

- (ii). Bid with incomplete details in any aspect shall also be rejected. Conditional tender shall not be accepted.
- (iii). This tender notice / RFP shall form a part of tender document.
- (iv). The bid submitted by the Bidders shall have valid digital signature certificate.
- (v). Every Bidder shall mention his e-mail address and office / cell number in technical bid.
- (vi). 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;
 - (a) 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;
 - (b) Consult with any Bidder in order to receive clarification or further information;
 - (c) Retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
 - (d) 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

7.1 CHECKLIST FOR CONSOLIDATED BID DETAILS TO BE SUBMITTED

Application form should be filled-in completely in all respects by attaching Annexure, 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.

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)

Checklist for the bid submission:

Table	Details	Submitted (Y/N)	Page No
1	Name of Bidder - as per COI/Partnership Agreement/PAN of Proprietor, Contact Details of Bidder – Mobile number/Email ID/Address of Company		
2	Copy of PAN – PAN No. and Date of Incorporation		
3	GST number with attached copy of GST Certificate		
4	POA/BR – Details of Authorized person . Refer Appendix – 1 for format		
5	Status of Firm – Legal Form, Shareholding Pattern and Certified by CA		
6	Attested true copy of Partnership deed in case of partnership firm or attested true copy of Memorandum of Association and Article of Association/ Bye laws in case of company along with Certificate of Incorporation.		
7	Tender Fee – Details of DD/NEFT/RTGS		
8	EMD – Details of DD/NEFT/RTGS		
9	NEFT Details – Bank Details of Bidder		
10	CA Certified - Balance sheet for Last 3 years, Average Annual Turnover of last 3 years, Positive Net worth for last financial year		
11	Purpose/Proposed use of the Gala		
12			
13			
12	Tender document, addendum/Corrigendum/Clarification, Responses to Queries (E mail Copy), 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.		
	Signed Copy of 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 – <i>Applicable for units in SEEPZ SEZ only</i>		
	J. Draft Sub-Lease Agreement		

All documents related to technical submission to be merged in a single .pdf file & uploaded under Technical document **For clarity if any do write to hanishr.g171701@gov.in with copy to ddcseepz-mah@nic.in or call 022-28294756/7976067037(11 to 5 PM, Monday to Friday, excluding holidays)**

Name of Bidder [_____] - _____(Unit)

1. Name of Bidder - as per COI/Partnership Agreement/PAN of Proprietor

Sr. No.	Name of Bidder as per COI/Partnership Agreement/PAN of Proprietor	Address COI/Partnership Agreement/PAN of Proprietor	Mobile Number	Email ID

2. Copy of PAN Card

Sr. No.	Name as per PAN	PAN No.	Date of Incorporation	Page No.
1				

3. GST Details

Sr. No.	GST Number	Page No.
1		

4. Details of Authorized signatory/personnel as mentioned in Power of Attorney/ Board Resolution/Partnership deed authorized to sign the application, bid documents and undertaking on behalf of a partnership firm/ Company

Sr. No.	Legal form (POA/BR/Partnership deed) of Bidder	Name of Authorized Signatory	Designation	Date of POA/BR	Page No.
1					

5. 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 CA/Director of company	Page No.
1						
2						
3						

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.

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.

Sr. No	List of documents submitted	Year Incorporation	Registered Address	Legal form of Bidder	Page No.

7. Tender Fees (Non-refundable) Rs. 5,000/-.

Sr. No.	NEFT /RTGS No.	Issuing Bank	Amount in Rs. (Received by way of NEFT/RTGS)	Date of NEFT/RTGS	In favor of	Page No.

8. 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 /RTGS	In favor of	Page No.

9. NEFT details of Bidder

Name of the Bidder	Bank Name	Account No.	IFS Code	Page No.

10.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

11.Details of Galas/Purpose of the Gala/Proposed use of Gala

Gala.no	Proposed Use/Purpose	Description

12.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.

13. Actual Number of Galas required by the bidder for operations:

S.no	Total no of Galas applied for	Actual number of Galas required	Number of LOAs required

Note : In cases where the number of galas actually required is less than the number originally applied for, the Minimum Average Annual Turnover (MAAT), as defined in Clause 3.1 (4), shall be calculated based on the total area of the galas actually required. For the purpose of this calculation, the galas with the largest individual areas shall be considered in descending order, up to the number of galas actually required as mentioned in table in point 7.1.13 above.

14. Prospective bidder shall submit the undertaking as per **7.4 Annexure B.1.**

ANNEXURE B.1 –: UNDERTAKING REGARDING DECLARATION OF GALAS APPLIED FOR, ACTUAL REQUIREMENT, AND CONSEQUENCES OF EXCESS ALLOTMENT

7.2 ANNEXURE A – FORM OF 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 hereby undertake that I/We have provided all the details as required in the Bid Documents, including all Annexure and Appendices, and have attached all necessary documents and supporting evidence and the particulars given are true and correct to my / our knowledge and belief and that no material facts have been concealed or withheld.
6. I/We fully understand that in the event of any missing/wrong/forged information or documents, the SEEPZ Authority reserves the right to cancel or reject my/our bid at any stage without any liability on their part.

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)

7.3 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						
2						
3						
4						
5						
6						

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

7.4 ANNEXURE B.1 –: UNDERTAKING REGARDING DECLARATION OF GALAS APPLIED FOR, ACTUAL REQUIREMENT, AND CONSEQUENCES OF EXCESS ALLOTMENT

(To be enclosed along with Application Form)

[To be printed on the official letterhead of the Unit/Bidder]

Date: _____

To,
The Development Commissioner
SEEPZ SEZ Authority
SEEPZ SEZ, Mumbai – 400096.

Subject: Undertaking Regarding Declaration of Galas Applied For, Actual Requirement, and Consequences of Excess Allotment.

Sir/Madam,

I/We, the undersigned, being the duly authorized representative(s) of [Company Name], hereby submit this undertaking in connection with our participation in Tender No. ____ for the allotment of galas at SEEPZ SEZ. I/We solemnly affirm and undertake as follows:

1. I/We have applied for a total of ____ galas, as specified in Clause 7.3 of Annexure B of our bid submission.
2. Based on our declared turnover of Rs. ____, I/We are eligible for an allotment area of ____ square meters, which corresponds approximately to ____ galas.
3. Our actual requirement, as clearly stated in Annexure 7.1.13, is ____ galas.
4. I/We confirm that both the number of galas applied for and the actual requirement have been accurately declared in our Technical Bid.
5. I/We acknowledge and accept that our eligibility for allotment shall be strictly limited to the number of galas declared as our actual requirement. Under no circumstances shall I/We claim or accept allotment of any additional galas beyond this declared requirement.
6. In the event that I/We are allotted more galas than our stated requirement:
 - 6.1 The gala(s) with the lowest quoted rate among those allotted shall be deemed to have been voluntarily withdrawn by us.
 - 6.2 Such withdrawal shall be treated as a default on our part under the terms of the tender.
7. I/We understand and agree that SEEPZ SEZ Authority shall have the sole discretion to:
 - 7.1 Reallocate the withdrawn gala(s) to the next eligible bidder(s); or
 - 7.2 Cancel the allotment of such gala(s) without any claim, objection, or dispute from our side.
8. I/We accept that such default shall attract appropriate action, including but not limited to:
 - 8.1 Forfeiture of the Earnest Money Deposit (EMD); and
 - 8.2 Debarment from future participation, as per Clause 6.10 and other applicable provisions of the tender document.

9. I/We undertake to fully comply with all instructions and decisions issued by SEEPZ SEZ Authority in relation to:

9.1 Withdrawal;

9.2 Reallocation;

9.3 Cancellation; and

9.4 Any penalties arising from this undertaking.

10. I/We further affirm that all information provided in this undertaking and in the accompanying documents is true, complete, and correct to the best of our knowledge and belief. I/We agree to be bound by all applicable rules, regulations, and conditions governing the tender and allotment process.

11. This undertaking is executed voluntarily and with full understanding of its legal implications and binding effect.

Thanking you.

Yours faithfully,

Authorized Signatory: _____

Name: _____

Designation: _____

Contact Details: _____

Company Name: _____

Company Seal/Stamp

7.5 ANNEXURE C – FINANACIAL BID

To

The Development Commissioner
SEEPZ SEZ
2nd 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)

7.6 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)

7.7 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.

7.8 ANNEXURE G – PROFORMA OF INTEGRITY PACT

(This document shall be executed on **Rs. 500/-** 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 of 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.

(For & On behalf of the Authority)

(For & On behalf of the Bidder)

(Office Seal)

(Office Seal)

Place:

Date

Witness 1: (Name & Address)

Witness 2: (Name & Address):

Date: __/__/ 2025

7.9 ANNEXURE H – 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:

- 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 the stipulated timeline 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)

7.10 ANNEXURE I - DRAFT SUB-LEASE AGREEMENT

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 _____ 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 20th 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 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 1st 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 /Sub Lessor herein 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 मानक डिजाइन फैक्ट्री और रत्न एवं आभूषण परिसर भवन 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 Standard Design Factory, NEST and Gems & Jewellery complex 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.____, एसडीएफ / जी&जे कॉम्प्लेक्स नं.____ 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.____, SDF/ G&J Complex/NEST No.____, 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.____, एसडीएफ / जी&जे कॉम्प्लेक्स नं.____ 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-Leassor has agreed to lease a portion of the said building named as unit no.____, SDF/ G&J Complex/**NEST** No.____, admeasuring about _____ sq.ft equivalent to _____ sq.mtrs. or thereabout in the said building at a lease **rent of Rs.____/- per month 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 **कब्जा की पभावी तारीख** 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।

(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 **Effective date of Possession** hereunder expressly demised unto the Sub-Lessee for a terms of year computed from _____to _____ therefore, the quarterly Lease rent **of Rs. _____/- and other charges are to be paid in advance to the sub lessor on or before the first month of each quarter .**

(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: **उप-पट्टेदार द्वारा अनुबंध**

(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: **Covenant by Sub Lessor**

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 charges

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.

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 स्कैप 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।

बाधा

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 or in the common passages or surrounding of the premises which may a nuisance, annoyance or disturbance to other Sub-Lesseees. The same will attract the penalty .

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

ठ) सेज़ अधिनियम, 2005/सेज़ नियम, 2006 के तहत अनुमोदन समिति द्वारा दिए गए निदिष्ट उद्देश के लिए अनुमोदन पत्र के अनुसार अधिकृत गतिविधियों को पूरा करने के लिए केवल और सख्ती से 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, सीप्ज़-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 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।

गिरवी रखने के लिए नहीं

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 Deed 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.

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

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 डिलिवरी

At the expiration or sooner determination of the said Delivery of terms or in case of surrendering the premseis quietly to deliver unto the Lessee/Sub- Lessor 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. 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 and shall be long to the Lessee on "as is where is" condition and In this scenario, all expenses incurred while acting for taking over of possession of the said gala shall be recoverable from the sub-lessee and the Sub-Lessee shall not be entitled to any cost or compensation thereof. In the event of failure

Delivery of possession after expiration

<p>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.</p>	
<p>In case of concellisation of the of gala on account of non compliance by sub lessee. The sub leassee shall hand over the vacant peaceful possession within stipulated time to the Sub lessor.</p>	
<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 the 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 फ़ैक्टरी 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>

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 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 and /or initiate action under the Public Premises (eviction of unauthorized occupants) Act 1971 inter-alia, in the following situations:-

**Rights of the
lessee/sub-lessor to
re-enter**

(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

(ड) 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 रखें, 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 utilizing 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

भू-राजस्थ के बकाया के रूप में किराया सेवा शुल्क की वसूली

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-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 services changes as arrears of land revenue

यदि एतद्वारा 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 शांतिपूर्ण आनंदके लिए इसके द्वारा पट्टेदार/पट्टादाता या पट्टेदार/पट्टादाता के तहत कानूनी रूप से दावा करने वाले अनुबंध किसी भी व्यक्ति या व्यक्तियों द्वारा बिना किसी रुकावट या गड़बड़ी के प्रदान किया जाता है।

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 मध्यस्थ/ मध्यस्थों को नियुक्त करना 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।

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/sub-Lessor as specifically provided for in these presents) shall be referred to the arbitration by 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 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 **to appoint the arbitrator/s**

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 नवीकरण

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 and submit a draft to the Sub-Lessor before the expiration of the term hereby granted. Renewal will be subject to the valid LoA.. 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 subject to valid LOA on payment of the applicable charges and rent for renewed agreement 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 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.

Renewal of sub-lease

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 संरचनाके 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 स्टाम्प 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

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।

मार्जिनल नोट

The marginal notes do not form part of the sub lease and shall not be referred to for construction or interpretation thereof

marginal note

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 सीप्ज़-सेज़ में SEEPZ++ के रूप में जाना जाता है, मरोळ 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,

SECOND SCHEDULE

Description of Unit

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.

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 .

- 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.

8 APPENDIX

8.1 Appendix – 1

FORMAT FOR POWER OF ATTORNEY TO AUTHORIZED SIGNATORY

POWER OF ATTORNEY

(To be executed on Rs. 500/- non-judicial stamp paper. The stamp paper to be in the name of the firm/ company who is issuing the Power of Attorney).

We, M/s. _____ (name of the firm/ company with address of the registered office) hereby constitute, appoint and authorize Mr./Ms. _____ (Name and residential address) who is presently with us and holding the position of _____ and whose signature is given below as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to our bid for the _____ (name of tender), including signing and submission of application/ tender/ proposal, participating in the meetings, responding to queries, submission of information/ documents in connection with the allotment of Galas until culmination of the process of bidding, thereafter signing of the sub-lease agreement with SEEPZ SEZ, generally to represent us in all the dealings with SEEPZ SEZ and till the expiry of the said agreement. We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid Attorney shall always be deemed to have been done by us.

Dated this the _____ day of _____ 2025.

(Signature and name of authorized signatory being given Power of Attorney)

(Signature and name in block letters of Proprietor / All the partners/ Director as per Board Resolution of the firm/ company) (Strike out whichever is not applicable)

Seal of the Firm/ Company

Witness 1:

Witness 2:

Name:

Name:

Address:

Address:

Occupation:

Occupation:

Notes:

- The mode of execution of the power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- Power of Attorney is to be attested by Notary.

8.2 Appendix – 2

(indicative charges and cess)

	Fire Cess (Rs/sqm/annum)	BMC Charges (Rs/sqm/annum)	Service Charges (Rs/sqm/annum)
SDF-VII	32.28	To be levied on assessment and the same needs to be paid on demand by the authority/ BMC	250
Multistory Building	32.28	To be levied on assessment and the same needs to be paid on demand by the authority/ BMC	250
SDF-III	32.28	To be levied on assessment and the same needs to be paid on demand by the authority/ BMC	250
SDF-VI	32.28	To be levied on assessment and the same needs to be paid on demand by the authority/ BMC	250

Note: The above cess and charges are subject to change as per the decisions of the Authority.

8.3 Appendix – 3A

DETAILS OF THE UNITS

(Details of the units are part of this Tender document)

List of Units

Sr No	Gala No	Building Name	Floor No	Carpet Area (in sqm)	Reserve Rental (Rs/sqm/year) in Rs
1	IT13	SDF-VII	2 nd Floor	618	6500
2	IT14	SDF-VII	3 rd Floor	630	
3	IT15	SDF-VII	3 rd Floor	630	
4	IT16	SDF-VII	3 rd Floor	618	
5	IT17	SDF-VII	4 th Floor	618	
6	IT18	SDF-VII	4 th Floor	630	
7	IT19	SDF-VII	4 th Floor	630	
8	IT20	SDF-VII	4 th Floor	618	
9	5 (AC Unit)	Multistorey Building	Ground floor	736	
10	69	SDF-III	1st floor	751	
11	89	SDF-III	2nd Floor	640	
12	76A	SDF-III	2nd Floor	320	
13	76B	SDF-III	2nd Floor	320	
14	96	SDF-III	3rd Floor	528	
15	187	SDF-VI	3rd Floor	532	

8.4 Appendix – 3B

DETAILS OF THE UNITS

(Details of the units are part of this Tender document)

SEEPZ SEZ MAP

