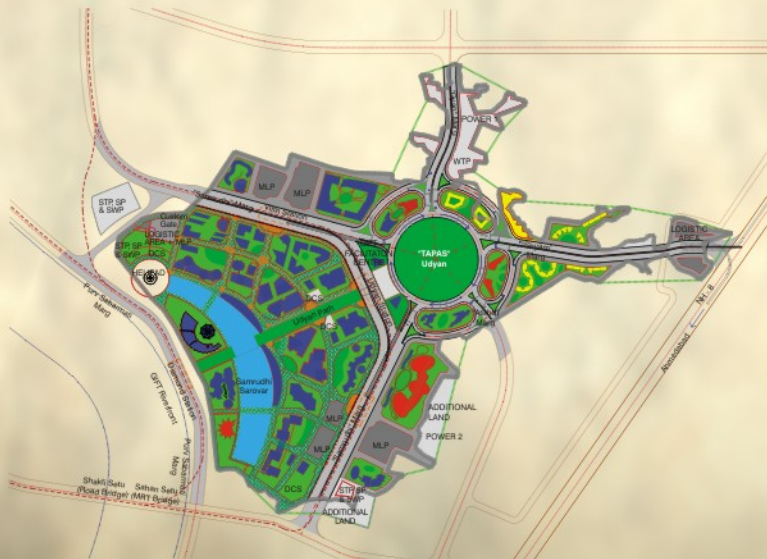




*A Global Financial Hub*

Request For Qualification (RFQ)  
For Development of  
**SCHOOL**  
At Gujarat International Finance Tec-City (GIFT)  
Gandhinagar



**GLOSSARY**

<b>Applicant(s)</b>	As defined in Clause 1.2.1
<b>Application</b>	As defined in the Disclaimer
<b>Application Due Date</b>	As defined in Clause 1.1.8
<b>Associate</b>	As defined in Clause 2.2.8
<b>GIFTCL</b>	As defined in Clause 1.1.2
<b>Bids</b>	As defined in Clause 1.2.3
<b>Bidders</b>	As defined in Clause 1.1.1
<b>Bidding Documents</b>	As defined in Clause 1.2.3
<b>Bidding Process</b>	As defined in Clause 1.2.1
<b>Bid Stage</b>	As defined in Clause 1.2.1
<b>Developer</b>	As defined in Clause 1.1.6
<b>Development Agreement</b>	As defined in Clause 1.1.6
<b>Conflict of Interest</b>	As defined in Clause 2.2.1(c)
<b>Financial Capacity</b>	As defined in Clause 2.2.2 (B)
<b>Jt. Bidding Agreement</b>	As defined in Clause 2.2.6 (g)
<b>LOA</b>	Letter of Award
<b>Net Worth</b>	As defined in Clause 2.2.3 (ii)
<b>Project</b>	As defined in Clause 1.1.5
<b>Qualification</b>	As defined in Clause 1.2.1
<b>Qualification Stage</b>	As defined in Clause 1.2.1
<b>Re. or Rs. or INR</b>	Indian Rupee
<b>RFP or Request for Proposals</b>	As defined in Clause 1.2.1
<b>RFQ</b>	As defined in the Disclaimer
<b>Technical Capacity</b>	As defined in Clause 2.2.2 (A)

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

Issued to : \_\_\_\_\_ Sr. No. \_\_\_\_\_

Date of Issue : \_\_\_\_\_

Signature of Issuing Officer : \_\_\_\_\_

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### **DISCLAIMER**

The information contained in this Request for Qualification document (**the “RFQ”**) or subsequently provided to Applicant(s), whether verbally or in documentary or any other form, by or behalf of GIFTCL or any of their employees or advisors, is provided to Applicant(s) on the terms and conditions set out in this RFQ and such other terms and conditions subject to which any information is subsequently provided.

This RFQ is neither an agreement nor invitation to offer by GIFTCL to the prospective Applicants or any other person. The purpose of this RFQ is to provide interested parties with information that may be useful to them in the formulation of their application for qualification pursuant to this RFQ (**the “Application”**). This RFQ includes statements, which reflect various assumptions and assessments arrived at by GIFTCL in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFQ may not be appropriate for all persons, and it is not possible for GIFTCL, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFQ. The assumptions, assessments, statements and information contained in this RFQ may not be complete, accurate, adequate or correct. Each Applicant should therefore, conduct its own investigations and analysis and should check and be satisfied on the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFQ and obtain advice from appropriate sources as it may deem fit and take independent decision in respect thereof.

Information provided in this RFQ to the Applicant(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. GIFTCL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

GIFTCL, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFQ or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFQ and any assessment, assumption, statement or information contained therein or deemed to form part of this RFQ or arising in any way with pre-qualification of Applicants for participation in the Bidding Process.

GIFTCL also accepts no liability of any nature, whatsoever,, whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this RFQ.

GIFTCL may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFQ.

The issue of this RFQ does not in any way imply that GIFTCL is bound to select and short-list pre-qualified Applications for Bid Stage or to appoint the selected Bidder or Developer, as the case may be, for the Project and GIFTCL reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.

The Applicant shall bear all costs associated with or relating to the preparation and submission of its Application including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by GIFTCL or any other costs incurred in connection with or relating to its Application. All such costs and expenses will remain the liability of the Applicant and GIFTCL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Application, regardless of the conduct or outcome of the Bidding Process.

## 1. INTRODUCTION

### 1.1. Background

- 1.1.1. The State of Gujarat has emerged as the fastest growing region in the country. In addition to housing one of the largest manufacturing bases in India, Gujarat also accounts for a large share of the investors and entrepreneurial population in the country. Recognizing the potential of the State as a centre for the financial services industry, the Government of Gujarat conceptualized and formulated a mega project to realize its vision. Thus, land (around 673 acres) between Ahmedabad and Gandhinagar has been allotted for the development of a Central Finance and Business District (“CFBD”). The CFBD, planned in 673 acres of land has been named the Gujarat International Finance Tec-City (“GIFT”).
- 1.1.2. To develop and implement the GIFT, the Government of Gujarat through its undertaking Gujarat Urban Development Company Limited (“GUDC”) together with Infrastructure Leasing & Financial Services Limited (“IL&FS”) have established a Joint Venture Company, “Gujarat International Finance Tec-City Company Limited” (“GIFTCL”), to take this Project forward.
- 1.1.3. GIFT is conceptualized as a global financial and IT services hub, a first of its kind in India, designed to be at par with or above globally benchmarked financial centers. It shall be supported by state-of-the-art internal infrastructure encompassing all basic urban infrastructure elements along with an excellent external connectivity. More information on GIFT Project may be obtained from the website [www.giftgujarat.in](http://www.giftgujarat.in)
- 1.1.4. GIFTCL proposes to implement GIFT as a globally benchmarked International Finance Centre as well as to develop, finance, implement all infrastructures in and around GIFT to ensure that all conceivable services in relation to connectivity, communication, technology, security, services for quality of life and related facilities are established and sustained.
- 1.1.5. As part of development of social infrastructure in GIFT, GIFTCL proposes to develop English medium school offering national (CBSE<sup>1</sup> or CISCE<sup>2</sup>) and International (IB<sup>3</sup> or IGCSE<sup>4</sup>) curriculum. (the “Project”). GIFTCL has decided to carry out a transparent and competitive bidding process for selection of the preferred bidder to whom the Project may be awarded. Brief particulars of the Project are given in Appendix-III.
- 1.1.6. The selected Bidder, who is a national or international company, nonprofit organization (trust or society or section 25 Company) shall be responsible for design, financing, procurement,

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<sup>1</sup> CBSE: Central Board of Secondary Education

<sup>2</sup> CISCE: Council for the Indian School Certificate Examination

<sup>3</sup> IB: International Baccalaureate

<sup>4</sup> IGCSE: International General Certificate of Secondary Education

construction and operation and maintenance of the Project under and in accordance with the provisions of the Development Agreement (the "**Development Agreement**") to be entered into between the selected Bidder (the "**Developer**") and GIFTCL in the form(s) to be provided as part of the Bidding Documents pursuant hereto.

- 1.1.7. The scope of work will broadly include design, financing, construction and operation & maintenance of the School in GIFT Project. The detailed scope of work would be provided at the Request for Proposal (RFP) stage.
- 1.1.8. GIFTCL shall receive Applications pursuant to this RFQ in accordance with the terms set forth herein as may be modified, altered, amended and clarified from time to time by GIFTCL, and all Applications shall be prepared and submitted in accordance with such terms on or before the Application Due Date specified in Clause 1.3 (the "**Application Due Date**").

## **1.2. Brief description of Bidding Process**

- 1.2.1. GIFTCL will adopt a two-stage process (collectively referred to as the "**Bidding Process**") for selection of the bidder for award of the Project. The first stage (the "**Qualification Stage**") of the process involves qualification (the "**Qualification**") of interested parties who make an Application in accordance with the provisions of this RFQ (the "**Applicants**"). At the end of this stage, GIFTCL expects to announce the short-list of suitable pre-qualified Applicants who shall be qualified to participate in the second stage of the Bidding Process (the "**Bid Stage**") comprising Request for Proposals (the "**Request for Proposals**" or "**RFP**").

The RFQ documents can be purchased from the below-mentioned office of GIFTCL, between 10-00 am to 5-00 pm on all working days of GIFTCL on ( non-refundable ) payment of Rs. 500.00 (Rupees Five Hundred Only) through demand draft/banker's cheque in favour of "Gujarat International Finance Tec-City Company Limited", payable at Ahmedabad or payment in Cash. Applicants can also download the RFQ document from the GIFTCL website [www.giftgujarat.in](http://www.giftgujarat.in) but in that case Applicant must pay Rs 500.00 in the form and the manner prescribed above along with and at the time of submission of its Application.

**Gujarat International Finance Tec-City Company Limited**  
**3<sup>rd</sup> floor, 'A' wing, Khanij Bhavan,**  
**Nr. University Ground, 132 ft Ring Road,**  
**Vastrapur, Ahmedabad - 380052**

- 1.2.2. In the Qualification Stage, Applicants would be required to furnish the information specified in this RFQ. Only pre-qualified and short-listed Applicants shall be invited by GIFTCL to submit their Bids for the Project.

- 1.2.3. In the Bid Stage, the Bidders will be called upon to submit their proposal (the "**Bids**") in respect of Project, in accordance with the RFP and Bid documents to be provided by GIFTCL, pursuant to the RFP (collectively the "**Bidding Documents**").
- 1.2.4. During the Bid Stage, Bidders will be invited to examine the scope of the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their Bids for the purpose of award of the Project.
- 1.2.5. Further details of the process to be followed at the Bid Stage and the terms thereof will be spelt out in the Bidding Documents
- 1.2.6. Any queries or request for additional information concerning this RFQ shall be submitted by the Applicant in writing or by fax and/ or e-mail to the officer designated in Clause 2.12.3 below. The envelopes/communications shall clearly bear the following identification/ title:  
"Queries/ Request for Additional Information: "**RFQ for Development of School in GIFT**".

### **1.3. Schedule of Bidding Process**

GIFTCL shall endeavor to maintain the following schedule:

<b>Event Description</b>	<b>Date</b>
Last date for receiving queries	May 25, 2011
Pre-application Conference	May 31, 2011
GIFTCL response to queries by	June 06, 2011
Application Due Date	June 15, 2011

## 2. INSTRUCTIONS TO APPLICANTS

### 2.1. Scope of Application

- 2.1.1. GIFTCL wishes to receive Applications for Qualification in order to pre-qualify experienced and capable Applicants for the Bid Stage.
- 2.1.2. Pre-qualified Applicants may be subsequently invited to submit the Bids for the Project.

### 2.2. Eligibility of Applicants

- 2.2.1. For determining the eligibility of Applicants for their pre-qualification hereunder, the following criteria shall apply:
  - a) The Applicant for pre-qualification shall be a single legal entity. No Consortium is allowed.
  - b) An Applicant may be a national or international company, non-profit organization (trust or society or section-25 Company).
  - c) An Applicant shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Applicant found to have a Conflict of Interest shall be disqualified. An Applicant shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
    - (i) the Applicant or its Associate (or any constituent thereof) and any other Applicant or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of an Applicant or its Associate (or any shareholder thereof having a shareholding of more than 25 (twenty five) per cent of the paid up and subscribed share capital of such Applicant, Associate) in the other Applicant or its Associate is less than 25(twenty five) per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act 1956. For the purposes of this Clause 2.2.1(c), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause

(bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

(ii) such Applicant, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Applicant, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Applicant or any Associate thereof; or

(iii) such Applicant has the same legal representative for purposes of this Application as any other Applicant; or

(iv) such Applicant, or any Associate thereof has a relationship with another Applicant, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each others' information about, or to influence the Application of either or each other; or

(v) such Applicant or any Associate thereof has participated as a consultant to the GIFTCL in the preparation of any documents, design or technical specifications of the Project.

2.2.2. To be eligible for pre-qualification and short-listing, an Applicant shall fulfill the below mentioned eligibility criteria.

**(A) Technical Capacity:** For demonstrating technical capacity and experience (the "**Technical Capacity**"), the Applicant shall have

1. developed<sup>5</sup> and undertaken Operation & Maintenance (including day-to-day management) (O&M) of school offering national curriculum (CBSE or CISCE) and catering to minimum 1000 (one thousand) students for at least three years over the past 5 (five) years just preceding Application Due Date.

**AND**

2. developed and undertaken Operation & Maintenance (including day-to-day management) (O&M) of school offering international curriculum (IB or IGCSE) and catering to minimum 150 (one hundred fifty) students for at least three years over the past 5 (five) years just preceding Application Due Date.

<sup>5</sup> Development shall mean responsibility for financing/investing of a project; and planning, designing, constructing, commissioning etc. of the Project directly or through a contractor

**(B) Financial Capacity:** The Applicant shall have :

- i. Average Annual Financial turnover during the last 3 financial years should be at least Rs. 10 Crores.
- ii. Net worth of at least Rs. 10 Crores at the close of the preceding financial year as per the audited financial statements

2.2.3. The Applicants shall enclose with its application, (to be submitted as per the format at Appendix-I, complete with its Annexure) the following:

- i. Certificate(s) from its statutory auditors or the concerned client(s) stating that the similar/eligible works was/were commissioned, as the case may be, during the past 5 years in respect of the project specified in paragraph 2.2.2(A) above. In case a particular job/contract has been jointly executed by the Applicant (as part of a consortium), he should have had a controlling interest in managing affairs of the Consortium and further support his claim for the share in work done for that particular job/contract by producing a certificate from its statutory auditor or the client; and
- ii. Certificate(s) from its statutory auditors specifying the net worth of the Applicant, as at the close of the preceding financial year as mentioned above, and also specifying that the methodology adopted for calculating such net worth conforms to the provisions of this Clause 2.2.3(ii). For the purposes of this RFQ, Net Worth (the "**Net Worth**") shall mean the sum of subscribed and paid up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity share holders

2.2.4. The Applicant should submit a Power of Attorney as per the format placed at Appendix-II, authorizing the signatory of the Application to sign and submit the Application to GIFTCL.

2.2.5. At the end of the Bid Stage, successful Bidder, at the discretion of GIFTCL may be required to form a Special Purpose Vehicle, incorporated under the ( Indian) Companies Act 1956 (the "**SPV**"), to execute the Development Agreement and implement the Project. This would be detailed in the Bidding Documents to be given to the pre-qualified and short listed Applicants. The Applicant shall subscribe and hold at least 51% (fifty one per cent) of the subscribed and paid up equity of the SPV at all times until the fifth anniversary of the commercial operation date of the Project.

2.2.6. Any entity which has been barred by the Central/State Government or any entity/authority controlled by them, from participating in any project, and the bar subsists as on the Application Due Date, and would not be eligible to submit an Application under this RFQ.

2.2.7. An Applicant should, in the last three years, have neither failed to perform on any contract, nor been expelled or removed from any project or contract nor have had any contract terminated as a result of breach by such Applicant.

- 2.2.8. In computing the Technical Capacity and Financial Capacity of the Applicant under Clauses 2.2.2(A) and 2.2.2(B), the Technical Capacity and Net Worth of their respective Associates would also be eligible hereunder.

For purposes hereof, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant (the “**Associate**”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person, whether by operation of law or by contract or otherwise.

- 2.2.9. The following conditions shall be adhered to while submitting an Application:

- a) Applicants should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexure is insufficient. Alternatively, Applicants may format the prescribed forms making due provision for incorporation of the requested information;
- b) Information supplied by an Applicant must apply to the Applicant named in the Application and not, unless specifically requested, to other associated companies or firms. Invitation to submit Bids will be issued only to pre-qualified and short listed Applicants whose identity and/ or constitution is identical to that at pre-qualification stage; and
- c) in responding to their submission for pre-qualification , Applicants should demonstrate their capabilities in accordance with Clause 3.1 below.

### **2.3. Number of Applications and costs thereof**

- 2.3.1. No Applicant shall submit more than one Application for the Project. Such Applications shall not be considered for pre qualification and if discovered later GIFTCL shall remove such pre qualified Applicants from zone of consideration.
- 2.3.2. The Applicants shall be responsible for all of the costs associated with the preparation of their Applications and their participation in either the Qualification Stage or the Bid Stage. GIFTCL will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

### **2.4. Site visit and verification of information**

Applicants are encouraged to submit their respective Applications after visiting the Project site and ascertaining for themselves the site conditions, connectivity, location, surroundings, climate, weather data, applicable laws and regulations, and any other matter considered relevant by them.

## 2.5. Acknowledgement by Applicant

- 2.5.1. It shall be deemed that by submitting the Application, the Applicant has:
- a) made a complete and careful examination of the RFQ;
  - b) received all relevant information requested from GIFTCL;
  - c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFQ or furnished by or on behalf of GIFTCL relating to any of the matters referred to in Clause 2.4 above; and
  - d) agreed to be bound by the undertakings provided by it under and in terms hereof.
- 2.5.2. GIFTCL shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFQ or the Bidding Process, including any error or mistake therein or in any information or data given by GIFTCL.

## 2.6. Right to accept or reject any or all Applications/ Bids

- 2.6.1. Notwithstanding anything contained in this RFQ, GIFTCL reserves the right to accept or reject any Application and to annul the Bidding Process and reject all Applications/Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that GIFTCL rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- 2.6.2. GIFTCL reserves the right to reject any Application and/ or Bid if:
- a) at any time, a material misrepresentation is made or uncovered, or
  - b) the Applicant does not provide, within the time specified by GIFTCL, the supplemental information sought by GIFTCL for evaluation of the Application.

If such disqualification/rejection occurs after the Bids have been opened and the preferred bidder gets disqualified / rejected, then GIFTCL reserves the right to:

- (i) invite the remaining Bidders to submit their Bids in accordance with the RFP; or
  - (ii) take any such measure as may be deemed fit in the sole discretion of GIFTCL, including annulment of the Bidding Process.
- 2.6.3. In case it is found during the evaluation or at any time before signing of the Development Agreement or after its execution and during the period of subsistence thereof, that one or more of the pre-qualification conditions have not been met by the Applicant, or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Developer either by issue of the LOA or entering into of the Development Agreement, and if the Applicant/SPV has already been issued the LOA or has entered into the Development Agreement, as the case may be, the

same shall, notwithstanding anything to the contrary contained therein or in this RFQ, be liable to be terminated, by a communication in writing by GIFTCL to the Applicant, without GIFTCL being liable in any manner whatsoever to the Applicant and without prejudice to any other right or remedy which GIFTCL may have under this RFQ, the Bidding Documents, the Development Agreement or under applicable law.

- 2.6.4. GIFTCL reserves the right to verify all statements, information and documents submitted by the Applicant in response to the RFQ. Failure or omission of GIFTCL to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of GIFTCL there under.

## 2.7. Contents of the RFQ

This RFQ comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.9.

### Invitation for Qualification

Section 1.	Introduction
Section 2.	Instructions to Applicants
Section 3.	Criteria for Evaluation
Section 4.	Fraud & Corrupt Practices
Section 5.	Pre Bid Conference
Section 6	Miscellaneous

### Appendices

- i. Letter comprising the Application.
- ii. Power of Attorney for signing of Application
- iii. Project Brief

## 2.8. Clarifications by Applicants

- 2.8.1. Applicants requiring any clarification on the RFQ may notify GIFTCL in writing or by fax and e-mail in accordance with Clause 1.2.6. They should send in their queries before the date specified in the schedule of Bidding Process contained in Clause 1.3. GIFTCL shall endeavor to respond to the queries within the period specified therein, but no later than 10 (ten) days prior to the Application Due Date. The responses will be sent by fax or e-mail. GIFTCL will forward all the queries and its responses thereto, to all purchasers of the RFQ without identifying the source of queries.
- 2.8.2. GIFTCL shall endeavor to respond to the questions raised or clarifications sought by the Applicants. However, GIFTCL reserves the right not to respond to any question or provide any

clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring GIFTCL to respond to any question or to provide any clarification.

- 2.8.3. GIFTCL may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Applicants. All clarifications and interpretations issued by GIFTCL shall be deemed to be part of the RFQ. Verbal clarifications and information given by GIFTCL or its employees or representatives shall not in any way or manner be binding on GIFTCL.

## **2.9. Amendment of RFQ**

- 2.9.1. At any time prior to the deadline for submission of Application, GIFTCL may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFQ by the issuance of Addenda.
- 2.9.2. Any Addendum thus issued will be sent in writing to all those who have purchased the RFQ.
- 2.9.3. In order to afford the Applicants a reasonable time for taking an Addendum into account, or for any other reason, GIFTCL may, at its own discretion, extend the Application Due Date.

## **2.10. Language**

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

## **2.11. Format and signing of Application**

- 2.11.1. The Applicant shall provide all the information sought under this RFQ. GIFTCL will evaluate only those Applications that are received in the required formats and complete in all respects. Incomplete and /or conditional Applications shall be liable to rejection.
- 2.11.2. The Applicant shall prepare 1 (one) original set of the Application (together with originals/copies of documents required to be submitted along therewith pursuant to this RFQ) and clearly marked "ORIGINAL". In addition, the Applicant shall submit 1 (one) copy of the Application, along with documents required to be submitted along therewith pursuant to this RFQ, marked "COPY". The Applicant shall also provide 2 (two) soft copies on Compact Disc (CD). In the event of any discrepancy between the original and the copy, the original shall prevail.
- 2.11.3. The Application and its copy shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall also initial each page in blue ink. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Application shall be initialed by the person(s)

signing the Application. The Application shall contain page numbers and shall be bound together in hard cover.

## 2.12. Sealing and Marking of Applications

2.12.1. A two envelope qualification procedure shall be followed for applicants who have downloaded the RFQ document from the website of GIFTCL. The Applicant shall seal the envelopes and duly mark them as

Envelope 1: RFQ Document Fee for “Development of School in GIFT”

Envelope 2: Application for “Development of School in GIFT”

These two envelopes shall be placed in one outer envelope, sealed and marked as **RFQ for “Development of School in GIFT”**.

Envelope1 will contain the RFQ Document Fee and Envelope 2 will contain the application forms & attachments as prescribed in clause 2.12.2 hereinafter. Applicants who have already paid RFQ document fees to GIFTCL can submit copy of receipt towards RFQ Document Fee in Envelop 1 and the application forms & attachments in one envelope in Envelop 2. Each envelope must bear the Applicant’s name and address. In addition, the Application Due Date should be indicated on the right hand corner of each of the envelopes.

2.12.2. The Envelope-2 shall contain:

- (i) Application in the prescribed format (Appendix-I) along with Annexure and supporting documents prescribed in Annexure I to Annexure V;
- (ii) Power of Attorney for signing and submitting the Application as per the format at Appendix-II;
- (iii) Copy of Memorandum and Articles of Association, (if the Applicant is a body corporate),
- (iv) Copies of Applicant’s duly audited balance sheet and profit and loss account for the preceding three years; and

2.12.3. Each of the envelopes shall be addressed to:

**Director**  
**Gujarat International Finance Tec-City Company Limited**  
 3<sup>rd</sup> floor, ‘A’ wing, Khanij Bhavan,  
 Nr. University Ground, 132 ft Ring Road,  
 Vastrapur,  
 Ahmedabad - 380052

Phone: +91 79 2791 2511; 3001 8300

Fax: +91 79 27912516

Email: [Ramakant.Jha@giftgujarat.in](mailto:Ramakant.Jha@giftgujarat.in)

2.12.4. If the envelopes are not sealed and marked as instructed above, GIFTCL assumes no responsibility for the misplacement or premature opening of the contents of the Application and consequent losses, if any, suffered by the applicant.

2.12.5. Applications submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

### **2.13. Application Due Date**

2.13.1. Applications should be submitted before 1500 hours IST on the Application Due Date, at the address provided in Clause 2.12.3 in the manner and form as detailed in this RFQ. A receipt thereof should be obtained.

2.13.2. GIFTCL may, in its sole discretion, extend the Application Due Date by issuing an Addendum in accordance with Clause 2.9 uniformly for all Applicants.

### **2.14. Late Applications**

2.14.1. Applications received by GIFTCL after the specified time on the Application Due Date shall not be eligible for consideration and shall be summarily rejected.

### **2.15. Modifications/ substitution/ withdrawal of Applications**

2.15.1. The Applicant may modify, substitute or withdraw its Application after submission, provided that written notice of the modification, substitution or withdrawal is received by GIFTCL prior to Application Due Date. No Application shall be modified, substituted or withdrawn by the Applicant on or after the Application Due Date.

2.15.2. The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered before Application Due Date in accordance with Clause 2.12, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

2.15.3. Any alteration/modification in the Application or additional information supplied subsequent to the Application Due Date, unless the same has been expressly sought for by GIFTCL, shall be disregarded.

### **2.16. Opening and Evaluation of Applications**

2.16.1. GIFTCL shall open the Applications at 1600 hours IST on the Application Due Date, at the place specified in Clause 2.12.3 and in the presence of the representatives of Applicants who may choose to attend.

- 2.16.2. Applications for which a notice of withdrawal has been submitted in accordance with Clause 2.15 shall not be opened.
- 2.16.3. GIFTCL will subsequently examine and evaluate Applications in accordance with the provisions set out in clause 3.
- 2.16.4. Applicants are advised that pre-qualification of Applicants will be entirely at the discretion of GIFTCL. Applicants will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
- 2.16.5. Any information contained in the Application shall not in any way be construed as binding on GIFTCL, its agents, successors or assigns, but shall be binding against the Applicant if any Project is subsequently awarded to it under the Bidding Process on the basis of such information.
- 2.16.6. GIFTCL reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any Application without assigning any reasons.

## **2.17. Confidentiality**

Information relating to the examination, clarification, evaluation, and recommendation for the short-listed pre-qualified Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising GIFTCL in relation to, or matters arising out of, or concerning the Bidding Process. GIFTCL will treat all information, submitted as part of Application, in confidence and will require all those who have access to such material to treat the same in confidence. GIFTCL may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or GIFTCL as may be required by law or in connection with any legal process.

## **2.18. Tests of responsiveness**

- 2.18.1. Prior to evaluation of Applications, GIFTCL shall determine whether each Application is responsive to the requirements of the RFQ. An Application shall be considered responsive only if:
- a) it is received as per format at Appendix-I.
  - b) it is received by the Application Due Date including any extension thereof pursuant to Clause 2.13;
  - c) it is signed, sealed, hard bound and marked as stipulated in Clause 2.12;
  - d) it is accompanied by the Power(s) of Attorney as specified in Clause 2.2.4;
  - e) it contains all the information (complete in all respects) as requested in this RFQ;
  - f) it contains information in formats same as those specified in this RFQ;
  - g) it contains certificates from its statutory auditors in the formats specified at Appendix-I of the RFQ for each eligible project;

- h) Applicant has made payment of Rs. 500.00 (Rupees Five Hundred only) to GIFTCL towards the cost of the RFQ document;
- i) it does not contain any condition or qualification; and
- j) it is not non-responsive in terms hereof.

2.18.2. GIFTCL reserves the right to reject any Application which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by GIFTCL in respect of such Application.

## 2.19. Clarifications

- (i) To facilitate evaluation of Applications, GIFTCL may, at its sole discretion, seek clarifications from any Applicant regarding its Application. Such clarification(s) shall be provided within the time specified by GIFTCL for this purpose. Any request for clarification(s) and all clarification(s) shall be in writing.
- (ii) If an Applicant does not provide clarifications sought under sub-clause (i) above within the prescribed time, its Application shall be liable to be rejected. In case the Application is not rejected, GIFTCL may proceed to evaluate the Application by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of GIFTCL.

## 2.20. Short-listing and notification

After the evaluation of Applications, GIFTCL will announce a list of short- listed pre-qualified Applicants who will be eligible for participation in the Bid Stage. At the same time, GIFTCL would notify the other Applicants that they have not been short-listed. GIFTCL will not entertain any query or clarification from Applicants who fail to qualify.

## 2.21. Submission of Bids

The Bidders will be requested to submit a Bid in the form and manner to be set out in the Bidding Documents. Only pre-qualified Applicants shall be invited by the GIFTCL to submit their Bids for the Project. GIFTCL is likely to provide a comparatively short time span for submission of the Bids for the Project. The Applicants are therefore advised to visit the site and familiarize themselves with the Project by the time of submission of the Application. No extension of time is likely to be considered for submission of Bids pursuant to invitation that may be issued by GIFTCL.

The Bid Award criteria would be on a “First Come First Serve” basis with a fixed price as detailed in the RFP document.

The RFP document would comprise of submitting a technical proposal. The technical bid will be evaluated based on the compliance vis-à-vis the stipulated technical criteria, as a second stage of evaluation. The technical evaluation at the RFP stage would be on pass/fail basis.

Only those bidders passing the technical evaluation (during RFP stage) would be ranked based on date and time of submission of RFP document. The applicants whose application is received first by GIFTCL would be ranked F1 Applicant. The other applicants would be ranked from F2 downwards in the decreasing order based on the date and time of submission of application by them.

GIFTCL reserves the right to change the criteria at the time of issue of RFP documents.

## **2.22. Proprietary data**

All documents and other information supplied by GIFTCL or submitted by an Applicant to GIFTCL shall remain or become the property of GIFTCL. Applicants are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Application. GIFTCL will not return any Application or any information provided along therewith.

## **2.23. Correspondence with the Applicant**

GIFTCL shall not entertain any correspondence with any Applicant in relation to the acceptance or rejection of any Application.

### **3. CRITERIA FOR EVALUATION**

#### **3.1. Evaluation parameters**

- 3.1.1. Only those Applicants who meet the eligibility criteria specified in Clauses 2.2.2 and 2.2.3 above shall qualify for evaluation under this Section 3. Applications that do not meet these criteria shall be rejected.
- 3.1.2. The Applicant's competence and capability is proposed to be established by the (a) Technical Capacity as per Clause 2.2.2(A); and (b) Financial Capacity as per Clause 2.2.2(B).

#### **3.2. Details of Experience**

- 3.2.1. The Applicant should furnish the details of eligible project(s) for the past 5(five) years as on the Application Due Date.
- 3.2.2. The Applicants must provide the necessary information relating to Technical Capacity as per format at Annexure-II of Appendix-I.
- 3.2.3. The Applicant should furnish the required Project-specific information and evidence in support its claim of Technical Capacity, as per format at Annexure-IV of Appendix-I.

#### **3.3. Financial information for purposes of evaluation**

- 3.3.1. The Application must be accompanied by the Audited Annual Reports of the Applicant for the last 3 (three) financial years, preceding the year in which the Application is made.
- 3.3.2. In case the annual accounts for the latest financial year are not audited and therefore the Applicant could not make it available, the Applicant shall give an undertaking to the same effect and the statutory auditor shall certify the same. In such a case, the Applicant shall provide the Audited Annual Reports for four years preceding the year for which the Audited Annual Report is not being provided.
- 3.3.3. The Applicant must have established the minimum Net worth, as specified in Clause 2.2.2(B), and provide details as per format at Annexure-III of Appendix-I.

#### **3.4. Short-listing of Applicants**

- 3.4.1. The credentials of eligible Applicants shall be measured in terms of their Experience.
- 3.4.2. GIFTCL reserves the right to shortlist all the pre-qualified Applicants.

## 4. FRAUD AND CORRUPT PRACTICES

- 4.1** The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the GIFTCL shall reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant 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.
- 4.2** Without prejudice to the rights of GIFTCL under Clause 4.1 hereinabove, if an Applicant is found by GIFTCL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Applicant shall not be eligible to participate in any tender or RFQ issued by GIFTCL during a period of 2 (two) years from the date such Applicant is found by GIFTCL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3** For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of GIFTCL who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOA or has dealt with matters concerning the Development Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of GIFTCL, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Development Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Development Agreement, who at any time has been or is a legal, financial or technical adviser of the GIFTCL in relation to any matter concerning the Project;
  - (b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process ;

- (c) **"coercive practice"** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
- (d) **"undesirable practice"** means (i) establishing contact with any person connected with or employed or engaged by GIFTCL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) **"restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

## **5. PRE-APPLICATION CONFERENCE**

- 5.1** A Pre-Application conference of the interested parties shall be convened by GIFTCL at the designated date, time and place. Only those persons who have purchased the RFQ document shall be allowed to participate in the Pre-Application conference. Applicants who have downloaded the RFQ document from GIFTCL website should submit a demand draft of Rs. 500.00 (Rupees Five Hundred only) towards the cost of the RFQ document, through their representative attending the conference. A maximum of two representatives of each Applicant shall be allowed to participate on production of GIFTCL letter from the Applicant.
- 5.2** During the course of Pre-Application conference, the Applicants will be free to seek clarifications and make suggestions for consideration of GIFTCL. GIFTCL shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

## **6. MISCELLANEOUS**

- 6.1** The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Ahmedabad shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.2** GIFTCL, 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 Applicant in order to receive clarification or further information;
  - (c) pre-qualify or not to pre-qualify any Applicant and/ or to consult with any Applicant in order to receive clarification or further information;
  - (d) retain any information and/or evidence submitted to GIFTCL by, on behalf of, and/ or in relation to any Applicant; and/or
  - (e) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- 6.3** It shall be deemed that by submitting the Application, the Applicant agrees and releases GIFTCL, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

**APPENDIX I**

*(Refer Clause 2.12.2)*

**Letter Comprising the Application for Pre-Qualification**

*Dated:*

To,  
Director  
Gujarat International Finance Tec-City Company Limited  
3<sup>rd</sup> floor, 'A' wing, Khanij Bhavan,  
Nr. University Ground, 132 ft Ring Road,  
Vastrapur,  
Ahmedabad - 380052

Sub: Application for pre-qualification for **"Development of School in GIFT"**

Dear Sir,

1. With reference to your RFQ document dated \_\_\_\_\_ we, having examined the RFQ document and understood its contents, and after getting familiarized with the GIFT Project Site, hereby submit our Application for Qualification for the aforesaid project. The Application is unconditional and unqualified.
2. We acknowledge that GIFTCL will be relying on the information provided in the Application and the documents accompanying such Application for pre-qualification of the Applicants for the aforesaid project, and we certify that all information provided in the Application and in Annexure is true and correct; nothing has been concealed or omitted which renders such information misleading; and all documents accompanying such Application are true copies of their respective originals
3. This statement is made for the express purpose of qualifying as a Bidder for the development, financing, construction, operation and maintenance of the aforesaid Project.
4. We shall make available to GIFTCL any additional information it may find necessary or require to supplement or authenticate the Qualification statement.
5. We acknowledge and accept the right of GIFTCL to reject our Application without assigning any reason or otherwise and hereby waive our right to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

6. We certify that in the last three years, we or our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
7. We declare that:
  - (a) We have examined and have no reservations to the RFQ document, including any Addendum thereto issued by GIFTCL
  - (b) We do not have any conflict of interest in accordance with Clauses 2.2.1(c) of the RFQ document;
  - (c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFQ document, in respect of any tender or request for proposal issued by or any agreement entered into with the GIFTCL or any other public sector enterprise or any government, Central or State; and
  - (d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Clause 4 of the RFQ document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Application that you may receive nor to invite the Applicants to Bid for the Project, without incurring any liability to the Applicants, in accordance with Clause 2.16.6 of the RFQ document.
9. We believe that we satisfy the Net Worth criteria and meet all the requirements as specified in the RFQ document and are qualified to submit a Bid.
10. We declare that we are not an Associate of any other Applicant applying for pre-qualification.
11. We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

12. We further certify that in regard to matters relating to security and integrity of the country, we or any of our Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law
13. We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.
14. We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFQ; we shall intimate GIFTCL of the same immediately.
15. The Statement of Legal Capacity as per format provided at Annexure-V in Appendix-I of the RFQ document, and duly signed, is enclosed. The power of attorney for signing of application, as per format provided at Appendix II of the RFQ, is also enclosed.
16. We agree and undertake to abide by all the terms and conditions of the RFQ document.
17. We certify that in terms of the RFQ, my/our Net worth is Rs..... (Rs. in words)

In witness thereof, /We submit this application under and in accordance with the terms of the RFQ document.

Yours faithfully,

Date (Signature, name and designation of the Authorized Signatory)

Place: (Name and seal of the Applicant)

**Annexure-I**

**Details of Applicant**

1.
  - a. Name of Applicant:
  - b. Country of incorporation:
  - c. Address of the corporate headquarters and its branch office(s), if any, in India:
  - d. Date of incorporation and/ or commencement of business:
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:
3. Details of individual(s) who will serve as the point of contact/ communication for GIFTCL:
  - (a) Name:
  - (b) Designation:
  - (c) Company:
  - (d) Address:
  - (e) Telephone Number:
  - (f) E-Mail Address:
  - (g) Fax Number:
4. Particulars of the Authorized Signatory of the Applicant:
  - (a) Name:
  - (b) Designation:
  - (c) Address:
  - (d) Phone Number:
  - (e) Fax Number:

5. The following information shall be provided for the Applicant :

No.	Criteria	Yes	No
1.	Has the Applicant been barred by the Central/State Government, or any entity controlled by them, from participating in any project[s]		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Application?		
3.	Has the Applicant paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the last three years?		

6. A statement by the Applicant disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary)

**Annexure-II****Technical Capacity of the Applicant**  
(Refer to Clause 2.2.2(A) of the RFQ)

<b>S. No.</b>	<b>Name of the Project</b>	<b>Project Description (Attach separate sheet for each project as per Annexure IV)</b>
1.		
2.		
3.		
4.		
5.		

**Instructions:**

- i. Provide details of only those projects that have been undertaken by the Applicant under its own name and/ or by an Associate specified in Clause 2.2.8 and satisfy minimum requirements as per Clause 2.2.2(A)*
- ii. In case credit is claimed for an Associate, a certificate from a qualified external auditor who audits the book of accounts of the Applicant shall be provided to establish the relationship of the Applicant with such Associate, in terms of Clause 2.2.8.*
- iii. For conversion of US Dollars to Rupees, the rate of conversion shall be Rupees [•]<sup>6</sup> to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date 7 (seven) days prior to the Application Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.*

<sup>6</sup> The exchange rate shall be the daily representative exchange rate published by the Reserve Bank of India as on 7 days preceding the Application Due Date.

**Annexure-III**  
**Financial Capacity of the Applicant**

*(Refer to clause 2.2.2(B) and 2.2.3(ii) of the RFQ)*

S. No.	Financial Year	Networth (Rs. Cr.)	Annual Turnover (Rs. Cr.)

**Certificate from the Statutory Auditor**

This is to certify that .....(name of the Applicant) has an average annual turnover and Net Worth as shown above in the last three financial years

Name of Authorized Signatory:

Designation:

Name of firm:

(Signature of the Authorized Signatory)

Seal of the Firm

**Name & address of Applicant's Bankers:**

**Instructions:**

1. The Applicant shall attach copies of the balance sheets, financial statements and Annual Reports for the last 3 financial years preceding the Application Due Date.

The financial statements shall:

- a) reflect the financial situation of the Applicant and its Associates where the Applicant is relying on its Associate's financials;
  - b) be audited by a statutory auditor;
  - c) be complete, including all notes to the financial statements; and
  - d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).
  3. The applicant shall also provide the name and address of the Bankers to the Applicant.
  4. The Applicant shall provide a Statutory Auditor's Certificate specifying the net worth & turnover of the Applicant.

**Annexure-IV****Details of Eligible Projects**  
(Refer to Clause 2.2.2(A) of the RFQ)

Item	Refer Instruction	Particulars of the Project
Title of the project		
Entity for which the project was constructed/ developed		
Location		
Project cost		
Number of Students		
Date of commencement of project/ contract		
Project Stage (Operational / Construction /Any Other)		
Date of completion of project/ contract		
Role of the Applicant in the Project		
Any Other Information		

**Instructions:**

1. Applicants are expected to provide information in respect of each Eligible Projects in this Annexure. The projects cited must comply with the eligibility criteria specified in Clause 2.2.2(A) of the RFQ. Information provided in this section is intended to serve as a backup for information provided in the Application. Applicants should also refer to the Instructions below.
2. A separate sheet should be filled for each Eligible Project.
3. Certificate from the Applicant's statutory auditors or its respective clients must be furnished as per formats below for each Eligible Project. In jurisdictions that do not have statutory auditors, the auditors who audit the annual accounts of the Applicant/ Associate may provide the requisite certification.
4. The Applicant, for claiming experience for Eligible Project(s), should provide a certificate from its statutory auditor in the format below:

**Certificate from the Statutory Auditor regarding Development and O&M**

This is to certify that .....(Name of the Applicant) has successfully developed and has been in continued operations and maintenance of the projects mentioned above over the past five years from the Applicant Due Date as per year-wise details noted below:

.....  
.....

Name of Authorized Signatory:

Designation:

Name of firm:

(Signature of the Authorized Signatory)

Seal of the Firm

5. It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant project in computation

**Annexure-V**  
**Statement of Legal Capacity**

*(To be forwarded on the letterhead of the Applicant)*

Ref. Date:

To,  
Director  
Gujarat International Finance Tec-City Company Limited  
3<sup>rd</sup> floor, 'A' wing, Khanij Bhavan,  
Nr. University Ground, 132 ft Ring Road,  
Vastrapur,  
Ahmedabad - 380052

**Subject: Development of School in GIFT**

Dear Sir,

We hereby confirm that we (constitution of which has been described in the application) satisfy the terms and conditions laid out in the RFQ document.

We have agreed that \_\_\_\_\_ (insert individual's name) will act as our representative and has been duly authorized to submit the RFQ. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

Authorised Signatory

For and on behalf of.....

**APPENDIX- II**

**Power of Attorney for signing of Application**

*(Refer Clause 2.2.5)*

Know all men by these presents, We.....(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms (name),.....son/daughter/wife of.....and presently residing at....., who is (presently employed with us and holding the position of....., as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for pre-qualification and submission of our bid for the **Development of School in GIFT** (Project) proposed to be developed by **GIFTCL** including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Applications and other conferences and providing information/responses to GIFTCL, representing us in all matters before GIFTCL, signing and execution of all contracts including the Development Agreement and undertakings consequent to acceptance of our bid, and generally dealing with GIFTCL in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the execution of the Development Agreement with GIFTCL in the event of we becoming the successful Bidder

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

IN WITNESS WHEREOF WE, \_\_\_\_\_, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\*\*

For -----  
(Signature, Name, Designation and Address)

Witnesses:

- 1. [Notarised]
- 2.

Accepted

.....  
(Signature)  
(Name, Designation and Address of the Attorney)

*Notes:*

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*
- For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.*

### **APPENDIX III**

#### **Project Brief**

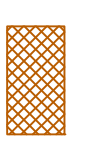
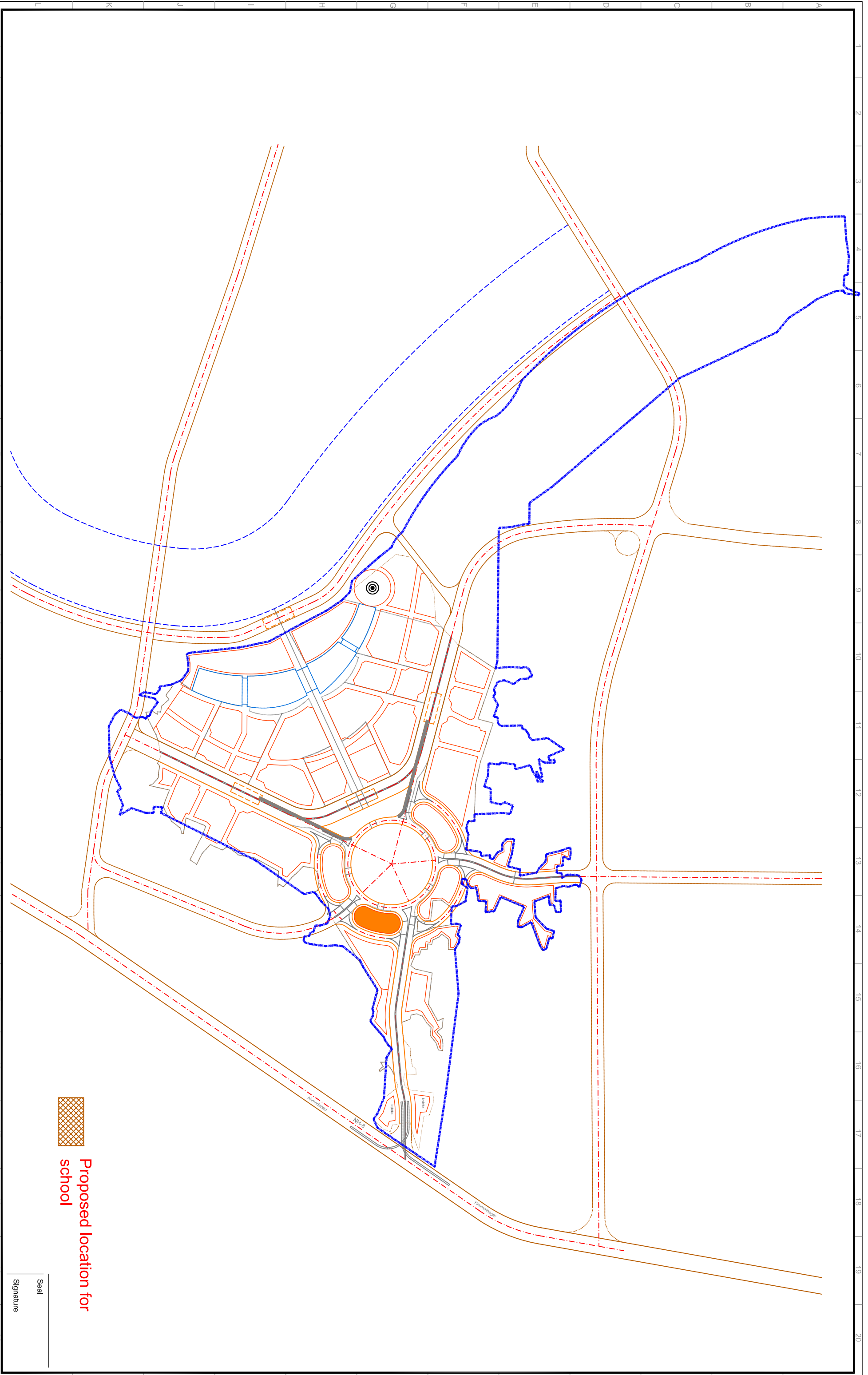
*(Refer Clause 1.1.5)*

GIFT propose to develop English medium school offering national (CBSE/ CISCE) and International (IB/ IGCSE) curriculum as an integral part of development of GIFT Project. It is proposed that the school will cater to the needs of the population of GIFT and surrounding areas of Ahmedabad - Gandhinagar region.

The school building should be designed for provision of future vertical expansion. This would be utilized by GIFTCL in future for development of educational institutions.

The detailed scope of work, phasing, implementation plan, role of GIFTCL and the developer would be detailed in the RFP documents.

A location plan of proposed school is attached.



**Proposed location for  
school**

Seal  
Signature

**Key Map**

**Note:**  
 1. Do not scale the drawing  
 2. Only written dimensions and UTM coordinate reference provided to be followed.  
 3. Any discrepancies in the drawings should be brought to the notice of GIFTCL Architect before implementation

**Disclaimer-** This drawing belongs of GIFTCL and should not be used or produced anywhere without its permission.

Backward Linkage		Forward Linkage		Consultant		Proof Consultant	
Dwg No.		Dwg No.		(Name and address) Prepared By:		(Name and address) Checked By:	
1.	XXX	Prepared By:	XXX	Checked By:	XXX	Approved By:	XXX
2.	XXX	Checked By:	XXX	Approved By:	XXX	Date	DD.MM.YY
3.	XXX	Approved By:	XXX	Date	DD.MM.YY		

**Gujarat International Finance Tec-City Company Ltd.**  
 3rd Floor, 'A' Wing, Khand Bhawan, Nr. University Ground, 132 ft Ring Road, Vasestpur, Ahmedabad -380052, India

Checked By: **US** Date: 10.05.11  
 Approved By: **PG** Date: 10.05.11

Issued for **INFTRCNS**

**UID of Components**


Drawing Title  
LOCATION OF SCHOOL

Drawing Subtitle  
CONCEPTUAL PLAN

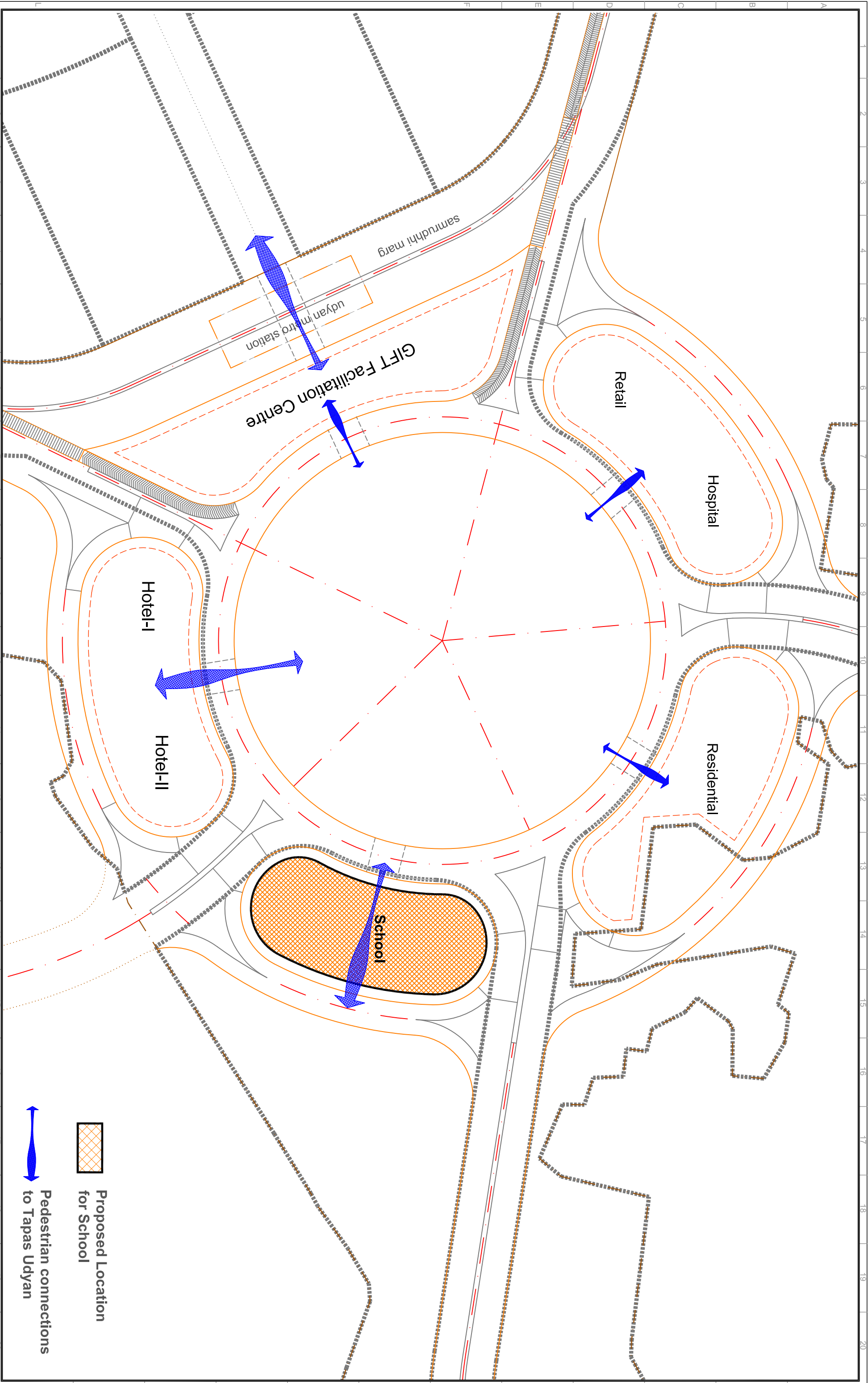
Drawing Number  
GIFTCLARCHINF/A001

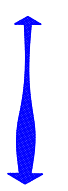
Date  
10.05.11

Revision **1** of **1**

**GIFTCL**  
GUJARAT INTERNATIONAL FINANCE TEC-CITY

North



 **Proposed Location for School**  
 **Pedestrian connections to Tapas Udyan**

**Key Map**

**Note:**  
1. Do not scale the drawing, only written dimensions to be followed.

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Revision No.	Description	Prepared By:	Checked By:	Approved By:	Date
1.					
2.					
3.					

**Client**  
**Gujarat International Finance Tec-City Company Ltd.**  
 3rd Floor, 'A' Wing, Khand Bhawan, Nr. University Ground, 132 ft Ring Road, Vasranpur, Ahmedabad-380052, India

Checked By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Approved By: \_\_\_\_\_ Date: \_\_\_\_\_


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**UID of Components**

Drawing Title: **Proposed Location for School**  
 Drawing Subtitle: **Zonal Level plan**  
 Drawing Number: **MP/00-001**  
 Scale: **NTS**

Revision:  1  2  3

Date: **10/01/2011**

 **GIFT**  
 GUJARAT INTERNATIONAL FINANCE TEC-CITY

North 



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Disclaimer: The information provided in this poster is purely indicative in nature. The visuals shown are an artist's impression and the dimensions of structures are not entirely to scale and may change / alter in future.