

Tender Enquiry/ID No: GBRC BSL-4/01/2024

Dated: 22th January 2024

REQUEST FOR QUALIFICATION (RFQ)

E-Tender for the

“Development of BSL-4 Greenfield Bio Containment Research Laboratory with ABSL facility meeting all national and international statutory and regulatory standards/guidelines on Design, Develop, Construct, Commission and Maintain Model for Gujarat Biotechnology Research Centre (Department of Science and Technology) at Gandhinagar with 5 (five) years Comprehensive Annual Maintenance Services.”

Tender published at Website: <https://nprocure.com>.

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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 on behalf of the Authority or any of its 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 such information is provided.

This RFQ is not an agreement and is neither an offer nor invitation by the Authority 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 the Authority 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 the Authority, 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 the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFQ and obtain independent advice from appropriate sources.

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

The Authority, 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.

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

The Authority 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 imply that the Authority is bound to select and short-list pre-qualified Applications for Bid Stage or to appoint the selected Bidder or Contractor, as

the case may be, for the Project and the Authority reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.

The Applicant shall bear all its 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 the Authority or any other costs incurred in connection with or relating to its Application. All such costs and expenses will remain with the Applicant and the Authority 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.

Glossary

Applicant(s)	As defined in Clause 1.2.1
Application	As defined in the Disclaimer
Application Due Date	As defined in Clause 1.1.5
Associate	As defined in Clause 2.2.9
Authority	As defined in Clause 1.1.1
Bids	As defined in Clause 1.2.3
Bid Due Date	As defined in Clause 1.2.3
Bid Security	As defined in Clause 1.2.4
Bidders	As defined in Clause 1.1.1
Bidding Documents	As defined in Clause 1.2.3
Bidding Process	As defined in Clause 1.2.1
Bid Stage	As defined in Clause 1.2.1
Contractor	As defined in Clause 1.1.2
Contract	As defined in Clause 1.1.2
Conflict of Interest	As defined in Clause 2.2.1(c)
Consortium	As defined in Clause 2.2.1(a)
Estimated Project Cost	As defined in Clause 1.1.4
Government	Government of Gujarat
Highest Bidder	As defined in Clause 1.2.8
Jt. Bidding Agreement	As defined in Clause 2.2.6 (g)
Lead Member	As defined in Clause 2.2.6 (c)
Member	Member of a Consortium
Net Worth	As defined in Clause 2.2.4 (ii)
Project	As defined in Clause 1.1.1
Qualification Stage	As defined in Clause 1.2.1
Re. or Rs. or INR	Indian Rupee
RFP or Request for Proposals	As defined in Clause 1.2.1
RFQ	As defined in the Disclaimer
Technical Criteria	As defined in Clause 2.2.2

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 above.

Invitation for Qualification

1. INTRODUCTION

1.1 Background

- 1.1.1 The Gujarat Biotechnology Research Centre (the “**Authority**” or “GBRC”), an autonomous society working under the aegis of Department of Science and Technology, Government of Gujarat, as part of its endeavour, has decided to undertake development of BSL-4 Greenfield Bio Containment Research Laboratory with ABSL facility meeting all national and international statutory and regulatory standards/guidelines on design, develop, construct, commission and maintain model with 5 (five) years of comprehensive annual maintenance services (“**Project**”) for the Authority, and has, therefore, decided to carry out the two stage bidding process for selection of the bidder to whom the Project may be awarded.

The Authority intends to short-list suitable Applicants (the “**Bidders**”) who will be eligible for participation in the Bid Stage, for awarding the Project through an open competitive bidding process in accordance with the procedure set out herein.

- 1.1.2 The selected Bidder (the “**Contractor**”) shall be responsible for undertaking the Project under and in accordance with the provisions of the draft contract (the “**Contract**”) to be entered between the Contractor and the Authority in the form provided by the Authority in the subsequent stage of the Bidding Process i.e., as part of the RFP.
- 1.1.3 The scope of work will broadly include development of BSL-4 Greenfield Bio Containment Research Laboratory with ABSL facility meeting all national and international statutory and regulatory standards/guidelines on design, develop, construct, commission and maintain model with 5 (five) years of comprehensive annual maintenance services. A brief description of the Project is given in Schedule I.
- 1.1.4 Indicative estimated cost of the Project (the “**Estimated Project Cost**”) is INR 225 cr. (two hundred and twenty-five crore) inclusive of all direct and indirect taxes, and any levies/ cess thereon. The assessment of actual costs, however, will have to be made by the Bidders.
- 1.1.5 The Authority shall receive applications pursuant to this RFQ in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by the Authority and all Applications shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 for submission of Applications (the “**Application Due Date**”). The Application shall be valid for a period of not less than 120 (one hundred and twenty) days from the Application Due Date.

1.2 Brief description of Bidding Process

- 1.2.1 a) The Authority has adopted a two-stage bidding process basis a quality and cost-based selection 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 and short listing of interested parties/

consortia, who make an Application in accordance with the provisions of this RFQ (the “**Applicant**”, which expression shall, unless repugnant to the context, include the Members of the Consortium).

- b) At the end of this stage, the Authority expects to announce a short list of up to [3 (three)] suitable pre-qualified Applicants (top ranked in terms of marks) who shall be eligible for participation in the second stage of the Bidding Process (the “**Bid Stage**”) comprising Request for Proposals (the “**Request for Proposals**” or “**RFP**”).
 - c) The weightages under this Bidding Process for the technical and financial bids shall be (60:40), respectively.
 - d) Under this RFQ, the Applicants shall be evaluated against 40 (forty) out of 100 (hundred) marks as per clause 2.2.2 hereof. Ranking and shortlisting of the Applicants for participation in the RFP stage shall be based on the scoring out of these 40 (forty) marks with minimum passing marks of 20 (twenty) to be fulfilled as per the mandatory scoring criteria given in Clause 2.2.2 and 2.2.3. Under the RFP, the Bidder’s technical proposal shall be evaluated for the balance 60 (sixty) marks.
 - e) During the 2nd stage of the Bidding Process conducted under the RFP, the shortlisted Bidders will be evaluated basis the technical proposal consisting of team profiles, and a technical presentation to be made in terms of the RFP. The team profile along with its qualifications and presentations under RFP will be evaluated against balance 60 (sixty) marks.
 - f) The total score for technical bid shall be computed at the RFP stage and shall be aggregate of technical marks obtained at the RFQ stage (out of 40 marks) and at RFP stage (out of 60 marks). Under the RFP, the Applicants will have to score at least 30 marks out of the aforementioned 60 marks to be eligible for opening and evaluation of financial bid.
 - g) The Project shall be awarded to the Bidder who gets the highest score pursuant to the QCBS evaluation system (consisting of weighted technical score and financial score given during the Bid Stage computed as per clause 1.2.8 herein).
- 1.2.2 In the Qualification Stage, Applicants would be required to furnish all the information specified in this RFQ. Only those Applicants that are short-listed by the Authority shall be invited in the Bid Stage to submit their Bids for the Project. The Authority 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 familiarise themselves with the Project.

The Applicant shall pay to the Authority a non-refundable sum of Rs. 10,000 (Rupees ten thousand only) by way of Demand Draft(In favour of “GUJARAT BIOTECHNOLOGY RESEARCH CENTRE” payable at “GANDHINAGAR”)/RTGS/NEFT, as the cost of downloading the RFQ (“**Document Fee**”). The payment (RTGS/NEFT) shall be made in the following account:

Account Number: 00000037226825105

In favour of/ Name: GUJARAT BIOTECHNOLOGY RESEARCH CENTRE

IFS Code: SBIN0060228

Branch: SECTOR - 11, GANDHINAGAR (60228)

Bank Name: State bank of India
SWIFT Code: SBININBB255

For the avoidance of doubt, no exemption from payment of Document Fee is permitted. Further, a scanned attested copy of the receipt of payment of the Document Fees shall be uploaded by the Applicant along with its Application on the e-Procurement Portal and the hard copy of such receipt shall also be submitted along with the physical submission of the Application.

For purpose of tender submission, only Central Public e-Procurement portal to be accessed by Applicants at [<https://nprocure.com/>] . Alternatively, the RFQ can also be viewed from the website [<https://gbrc.gujarat.gov.in/>], for the sole purpose of viewing and it shall not be entertained as valid download of the RFQ. To participate in the Bidding Process, the Applicant should complete all stages of registration, download from the e-Procurement Portal and final Application submission through the e-Procurement Portal. Applications which are submitted on the e-Procurement Portal alone will be accepted by the Authority. The Applicants are advised to download the RFQ at least one day prior to the Application Due Date so as to safeguard their participation and avoid any delay. The Applicants are advised to upload the Applications sufficiently before the specified time on the Application Due Date to avoid any technical issues or malfunction in the network caused by heavy internet traffic on the Application Due Date. The Authority shall not be responsible for any failure, malfunction or breakdown of the e-Procurement Portal during the Bidding Process, or for any sort of delay or difficulties faced during submission of the Application on the e-Procurement Portal. The Applicants are required to register on e-Procurement Portal. The Applicants are required to obtain digital signature to upload the Application. The Applicants are requested to visit e-Procurement Portal for the details related to online registration and submission of Applications.

Government of India has issued guidelines (see Appendix-V) for qualification of bidders seeking to acquire stakes in any public sector enterprise through the process of disinvestment. These guidelines shall apply *mutatis mutandis* to this Bidding Process. The Authority shall be entitled to disqualify an Applicant in accordance with the aforesaid guidelines at any stage of the Bidding Process. Applicants must satisfy themselves that they are qualified to bid, and should give an undertaking to this effect in the form at Appendix-I.

- 1.2.3 In the Bid Stage, the Bidders will be called upon to submit their technical presentation and financial offers (the “**Bids**”) in accordance with the RFP and other documents to be provided by the Authority (collectively the “**Bidding Documents**”). The Bid shall be valid for a period of not less than 120 days from the date specified in Clause 1.3 for submission of Bids (the “**Bid Due Date**”). In this regard it is further clarified that the financial offers are to be submitted under RFP only and not under this RFQ under any circumstances. In case of submission of financial offer under this RFQ, the Application shall be summarily rejected
- 1.2.4 In terms of the RFP, a Bidder will be required to deposit, along with its Bid, a bid security [equivalent to about 1% (one per cent) of the Estimated Project Cost] (the “**Bid Security**”), refundable no later than 60 (sixty) days from the Bid Due Date,

except in the case of the selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Contract. The Bidders will have an option to provide Bid Security in the form of a demand draft or a bank guarantee acceptable to the Authority as per the format provided in the RFP. In case a bank guarantee is provided, its validity period shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. Where a Demand Draft is provided, it shall (unless uncashed) prior to its expiry be renewed from time to time to keep it valid and enforceable for a period of 180 (one hundred and eighty) days from the Bid Due Date. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

- 1.2.5 Generally, the Highest Bidder (in terms of the combined scoring based on technical and financial marks as defined in the Clause 1.2.8) shall be the selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in the RFP, be invited to match the Bid submitted by the Highest Bidder in case such Highest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the Highest Bidder, the Authority may, in its discretion, invite fresh Bids from the remaining Bidders or annul the Bidding Process, as the case may be.
- 1.2.6 During the Bid Stage, Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Contract including implementation of the Project.
- 1.2.7 As part of the Bidding Documents, the Authority will provide a draft Contract and other information pertaining/ relevant to the Project available with it.
- 1.2.8 Bids will be invited for the Project based on lump sum amount quoted by the Bidders for implementing the Project. The Contract period shall be pre-determined and will be indicated in the draft Contract forming part of the Bidding Documents at the RFP stage. The total score given during the Bid Stage shall constitute the sole criteria for evaluation of Bids. The Project shall be awarded to the Bidder with the highest total score consisting of technical score (comprising of score awarded against the technical criteria in this RFQ and in the technical presentation provided in the RFP) and financial score given during the Bid Stage.

60% weightage shall be assigned to score for technical bid and 40% weightage shall be assigned to the score for financial bid. Total score shall be calculated as:

total score = 60% x score for technical bid + 40% x score for financial bid

Where technical score = $100 \times (\text{bidder technical marks} / \text{highest technical marks})$

Where financial score = $100 \times (\text{lowest Financial Bid} / \text{Bidder Financial Bid})$

In this RFQ, the term “**Highest Bidder**” shall mean the Bidder who is securing the highest total score consisting of technical score and financial score given during the Bid Stage.

1.2.9 [Intentionally Left Blank]

1.2.10 Details of the process to be followed at the Bid Stage and the terms thereof will be spelt out in the Bidding Documents.

1.2.11 Any queries or request for additional information concerning this RFQ shall be submitted in writing by speed post/ courier/ special messenger and by e-mail so as to reach the officer designated in Clause 2.13.3 by the specified date. The envelopes/ communications shall clearly bear the following identification/ title:

“Queries/ Request for Additional Information: RFQ for Development of BSL-4 Greenfield Bio Containment Research Laboratory with ABSL facility meeting all national and international statutory and regulatory standards/guidelines on design, develop, construct, commission and maintain model with 5 (five) years of comprehensive annual maintenance services”.

1.3 Schedule of Bidding Process

The Authority shall endeavour to adhere to the following schedule:

Event Description	Date
<u>Qualification Stage</u>	
1. Last date for receiving queries	12.02.2024
2. Pre-Application Conference	12.02.2024, 16:00 Hrs
3. Authority response to queries latest by	17.02.2024
4. Application Due Date (soft copy)	21.02.2024, 18:00 Hrs
5. Submission of Hard copy	22.02.2024, 18:00 Hrs
6. Opening of Applications	next date from submission of hard copy
7. Announcement of short-list	Within 15 working days of Application opening
<u>Bid Stage</u>	
Estimated Date	
1. Sale of Bid Documents	[To be specified]
2. Last date for receiving queries	[To be specified]
3. Pre-Bid Conference - 1	[To be specified]
4. Authority response to queries latest by	[To be specified]

5.	Pre-Bid Conference - 2	[To be specified] ¹
6.	Bid Due Date	[To be specified]
7.	Opening of Bids	On Bid Due Date
8.	Letter of Award (LOA)	Within 30 days of Bid Due Date
9.	Validity of Bids	120 days of Bid Due Date
10.	Signing of Contract	Within 30 days of award of LOA

1.4 Pre-Application Conference

The date, time and venue of the Pre-Application Conference shall be:

Date: XXth January 2024

Time: 15:00 Hrs Venue:

MS Building, Block B & D ,
6th Floor, GH Road, Sector - 11,
Gandhinagar, Gujarat 382011

¹ In case of complex projects, the number of Pre-Bid Conferences could be

or more.

2. INSTRUCTIONS TO APPLICANTS

A. GENERAL

2.1 Scope of Application

- 2.1.1 The Authority wishes to receive Applications for Qualification in order to short-list experienced and capable Applicants for the Bid Stage.
- 2.1.2 Short-listed 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 shall apply:
 - (a) The Applicant for pre-qualification may be a single entity or a group of entities (the “**Consortium**”), coming together to implement the Project. However, no applicant applying individually or as a member of a Consortium, as the case may be, can be member of another Applicant. The term Applicant used herein would apply to both a single entity and a Consortium.
 - (b) An Applicant under this RFQ can only be a company incorporated under the Companies Act, 2013/1956 or incorporated under the laws of its origin, or a Limited Liability Partnership (LLP) incorporated under Limited Liability Partnership Act, 2008 or incorporated under the laws of its origin or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. No other entity except as specified hereinabove would be eligible to submit Application under this RFQ. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.2.6 below.
 - (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, its Member or Associate (or any constituent thereof) and any other Applicant, its Member 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, its Member or an Associate thereof (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, Member or Associate, as the case may be) in the other Applicant, its Member or Associate is not more 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 sub-

section (72) of section 2 of the Companies Act, 2013. 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) a constituent of such Applicant is also a constituent of another Applicant; or
 - (iii) 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, its Member or any Associate thereof; or
 - (iv) such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
 - (v) 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 other’s information about, or to influence the Application of either or each other; or
 - (vi) such Applicant, or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.
- (d) An Applicant shall be liable for disqualification if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Applicant, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Applicant, its Member or Associate in the past but its assignment expired or was terminated prior to the Application Due Date. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

Explanation: In case an Applicant is a Consortium, then the term Applicant as used in this Clause 2.2.1, shall include each Member of such Consortium.

For the purposes of this RFQ, the term Associate in relation to the Bidder/Consortium shall have the meaning as ascribed under Clause 2.2.9 of Section 2 of this RFQ.

- (e) While qualification is open to persons from any country, the following provisions shall apply:

Any Applicant from a country which shares a land border with India will be eligible to submit Application in this tender only if the Applicant is registered with the Competent Authority as provided in the Order (Public Procurement No. 1) dated 23rd July 2020 issued by the Ministry of Finance, Department of Expenditure Public Procurement Division. Provided further that the Applicant shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority as provided in the aforesaid Order.

"Competent Authority" for the purpose of this clause means the Authority defined in Annex 1 of the Order (Public Procurement No. 1) dated 23rd July 2020 issued by the Ministry of Finance, Department of Expenditure Public Procurement Division. "Applicant from a country which shares a land border with India" for the purpose of this clause means: -

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country, or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; "agent" for the purposes of this RFQ shall mean a person employed to do any act for another, or to represent another in dealings with third person; or
- f. A natural person who is a citizen of such a country, or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above categories.

The "beneficial owner" for the purpose of (d) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation –

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company,
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements,

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- 2.2.2 An Applicant whose Application is responsive to terms of this RFQ shall be awarded marks based on fulfilling the respective technical capacity and financial capacity (collectively referred as “**Technical Criteria**”) enumerated in the table below:

Scoring Criteria	Criteria and marking pattern	Maximum Marks
<p>A. Experience of successful completion of BSL 3 or Higher Containment Laboratory (in the last 15 years preceding the Application Due Date)</p> <p>The works undertaken under any such single assignment should include Electrical and/or HVAC and /or BMS and/or Autoclave and /or BSC and/or Effluent Decontamination System and/or Access Control System and/or other associated equipment and system works, with value of such executed works being at least than INR 25 Crore²</p>	(a) Bidder with one eligible BSL4 assignment - 10 marks	15 marks
	(b) For each additional eligible BSL4 assignment - 5 marks	
	(c) Bidder with one eligible BSL3 assignment - 8 marks	
	(d) Additional each additional eligible BSL3 assignment – 3 marks	

² One Crore = 10 million

<p>B. Experience of Successful completion of civil construction works for Similar Projects with value of executed works being at least INR 50 Crore (in the last 7 years preceding the Application Due Date)</p> <p>Similar Project under this criteria would mean: construction (including MEPF and finishing works) of at least 1 (one) Good Manufacturing Practices (GMP)/ Good Laboratory Practices (GLP); NABL Accredited Biotech laboratories or Biotechnology Research & Development Centre or Biotech facilities or DBT approved research institutes; or Hospitals or Medical Colleges or pharmaceutical (manufacturing/ R&D) facilities</p>	(a) Bidder with one eligible assignment- 7 marks	15 marks
	(b) Additional 3 marks for each additional eligible assignment	
<p>C. Average Annual Turnover (minimum average annual turnover requirement for the last 3 (three) financial year preceding the Application Due Date – INR 300 Crore)</p> <p>(The above three financial years to be reckoned subject to Clause 3.3.2)</p>	•Applicant mandatorily meeting the minimum eligibility requirement - 7 marks	10 marks
	•For each additional INR 100 Cr of average annual turnover over and above INR 300 Crore- 1 marks	

Ranking and shortlisting of the Applicants for participation to the RFQ stage shall be based on the scoring out of these 40 (forty) marks as per the table above and **upon mandatorily fulfilling all of** the following conditions -

- I. The Applicant has to score at least 5 marks against category A**
- II. The Applicant has to score at least 7 marks against category C**
- III. The Applicant has to aggregately score at least 20 marks out of 40 marks**

The value of executed works shall be brought to current costing level by enhancing, the actual value of work at simple rate of 7% per annum; calculated from the date of completion to previous day of last date of submission of Application (refer Annex IV)

Double counting of Project will not be permitted, i.e., Project claimed in one category cannot be simultaneously claimed in the other category.

Indicative Scoring Criteria for RFP Stage³

Scoring Criteria for RFP	Maximum Marks	Minimum Passing marks under each category
D. Presentation showcasing - 1. Understanding of the project and suggestions/inputs on conceptual plan 2. Propose a detail design concept along with a preliminary layout based on understanding. 3. Approach for execution and method of construction 4. Detailed project schedule with identification of critical activities and risk identification and management/mitigation strategy. 5. Suggestions for Value Engineering (in construction and O&M phase)	30 marks	15 marks
E. Team Profile and qualifications	30 marks	15 marks
For avoidance of doubt, it is clarified regarding the scoring under this RFP, that only those Applicants meeting the minimum passing marks under each category (D, & E) as mentioned above in the table along with overall minimum passing marks (30 marks) shall be eligible for opening and evaluation of financial bid.		

2.2.3 The Applicant shall be scored based on the allocated scores as specified in the table above, against the relevant criteria. Pursuant to such scoring, the Applicants shall be arranged/ranked in the descending order of their score. In the event that the two Applicants score the same number of marks, the Applicant with higher Average Annual Turnover shall be ranked higher. In case, there are more than 3 Applicants, in such list, the top 3 (three) Applicants shall be short listed for issuance of RFP and participation thereunder.

2.2.4 The Applicant shall enclose with its Application, to be submitted as per the format at Appendix-I, complete with its Annexes, the following:

- (i) The Applicant shall provide documentary evidence by way of Statutory Auditor' /Chartered Accountant's certificate and/or client certificate; and agreement copy or Letter of Award, as the case may, be in support of the Technical Criteria as specified in clause 2.2.2. Such documentary evidence shall be duly signed by the whole-time director of the single Applicant or a

³ Final Scoring Criteria will be as specified in the RFP

Member of the Consortium (whose technical capacity was taken into consideration for the purposes of technical qualification under and in accordance with the RFQ), as the case may be. In case a particular job/ contract has been jointly executed by the Applicant (as part of a Consortium), it should further support its claim for the share in work done for that particular job/ contract by producing a certificate from its statutory auditor or chartered accountant or the client; and

- (ii) certificate(s) from statutory auditors of the Applicant or its Associates specifying the average annual turnover during the last 3 (three) financial years preceding the Application Due Date and the positive Net Worth of the Applicant, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such Net Worth conforms to the provisions of this Clause 2.2.4 (ii).

For the purposes of this RFQ, net worth (the “**Net Worth**”) shall mean :

it shall mean the aggregate value of the paid-up share capital/capital contribution and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write back of depreciation and amalgamation.

For the purposes of this RFQ, **Turnover** means:

- i. The aggregate value of the realization of amount made by the sale, supply or distribution of goods and/or on account of services rendered by the company during a financial year. For the avoidance of doubt, it is clarified that it shall not include interest earned from financial instruments.

2.2.5 The Applicant should submit a Power of Attorney as per the format at Appendix-II, authorising the signatory of the Application to commit the Applicant. In the case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member as per format at Appendix-III.

2.2.6 In case the Applicant is a Consortium, it shall comply with the following additional requirements:

- (a) Number of members in a consortium shall not exceed 2 (two);
- (b) subject to the provisions of sub-clause (a) above, the Application should contain the information required for each member of the Consortium;
- (c) members of the Consortium shall nominate one member as the lead member (the “**Lead Member**”). The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix-III, signed by all the other members of the Consortium;

- (d) the Application should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and maintenance obligations;
- (e) an individual Applicant cannot at the same time be member of a Consortium applying for pre-qualification. Further, a member of a particular Applicant Consortium cannot be member of any other Applicant Consortium applying for pre-qualification;
- (f) [intentionally left blank];
- (g) members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Appendix-IV (the “**Jt. Bidding Agreement**”), for the purpose of making the Application and submitting a Bid in the event of being short-listed. The Jt. Bidding Agreement, to be submitted along with the Application, shall, *inter alia*:
 - (i) convey the intent to enter into the Contract and subsequently perform all the obligations of the Contractor in terms of the Contract, in case the Contract to undertake the Project is awarded to the Consortium;
 - (ii) clearly outline the proposed roles and responsibilities, if any, of each member;
 - (iii) include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Contractor in relation to the Project for the entire duration of the Contract.
- (h) except as provided under this RFQ and the Bidding Documents, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the Authority.

2.2.7 Any entity which has been barred by the [Central/ State Government, or any entity controlled by it,] from participating in any project, and the bar subsists as on the date of Application, would not be eligible to submit an Application, either individually or as member of a Consortium.

2.2.8 An Applicant including any Consortium Member or Associate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, Consortium Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Applicant, Consortium Member or Associate. Provided, however, that where an Applicant claims that its disqualification arising on account of any cause or event specified in this Clause 2.2.8 is such that it does not reflect (a) any malfeasance on its part in relation to such cause or event; (b) any willful default or patent breach of the material terms of the relevant contract; (c) any fraud, deceit or

misrepresentation in relation to such contract; or (d) any rescinding or abandoning of such contract, it may make a representation to this effect to the Authority for seeking a waiver from the disqualification hereunder and the Authority may, in its sole discretion and for reasons to be recorded in writing, grant such waiver if it is satisfied with the grounds of such representation and is further satisfied that such waiver is not in any manner likely to cause a material adverse impact on the Bidding Process or on the implementation of the Project.

- 2.2.9 In computing the Technical Criteria of the Applicant/ Consortium Members under Clauses 2.2.2, experience of their respective Associates would also be eligible hereunder.

For purposes of this RFQ, Associate means, in relation to the Applicant/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Applicant/ Consortium Member (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 by operation of law.

- 2.2.10 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 Annexes is insufficient. Alternatively, Applicants may format the prescribed forms making due provision for incorporation of the requested information;
- (b) information supplied by an Applicant (or other constituent Member if the Applicant is a Consortium) must apply to the Applicant, Member or Associate named in the Application and not, unless specifically requested, to other associated companies or firms. Invitation to submit Bids will be issued only to Applicants whose identity and/ or constitution is identical to that at pre-qualification;
- (c) in responding to the pre-qualification submissions, Applicants should demonstrate their capabilities in accordance with Clause 3.1 below; and
- (d) in case the Applicant is a Consortium, each Member should substantially satisfy the pre-qualification requirements to the extent specified herein.

- 2.2.11 Without prejudice to the provisions of Clause 2.2.1(e), the Applicants shall comply with the following provisions:

- [(a) Where, on the date of the Application, 25% (twenty five per cent) or more of the aggregate issued, subscribed and paid up equity share capital in an Applicant or its Member is held by persons resident outside India or where an Applicant or its Member is controlled by persons resident outside India; or]

- [(b) if at any subsequent stage after the date of the Application, there is an acquisition of 25% (twenty five per cent) or more of the aggregate issued, subscribed and paid up equity share capital or control, by persons resident outside India, in or of the Applicant or its Member;]

then the Qualification of such Applicant or in the event described in sub clause (b) above, the continued Qualification of the Applicant shall be subject to approval of the Authority from national security and public interest perspective. The decision of the Authority in this behalf shall be final and conclusive and binding on the Applicant.

The holding or acquisition of equity or control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, the Authority shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, or any substitute thereof, as in force on the date of such acquisition.

The Applicant shall promptly inform the Authority of any change in the shareholding, as above, and failure to do so shall render the Applicant liable for disqualification from the Bidding Process.

- 2.2.12 Notwithstanding anything to the contrary contained herein, in the event that the Application Due Date falls within 3 (three) months of the closing of the latest financial year of an Applicant, it shall ignore such financial year for the purposes of its Application and furnish all its information and certification with reference to the 5 (five) years or 1 (one) year, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of an Application hereunder, mean the accounting year followed by the Applicant in the course of its normal business.

2.3 Change in composition of the Consortium

- 2.3.1 Change in the composition of a Consortium will not be permitted by the Authority during the Qualification Stage.
- 2.3.2 Where the Bidder is a Consortium, change in the composition of a Consortium may be permitted by the Authority during the Bid Stage, only where:
 - (a) the application for such change is made no later than 15 (fifteen) days prior to the Bid Due Date;
 - (b) the Lead Member continues to be the Lead Member of the Consortium;
 - (c) the substitute is at least equal, in terms of technical capacity, to the Consortium Member who is sought to be substituted and the modified Consortium shall continue to meet the pre-qualification and short-listing criteria for Applicants; and

- (d) the new Member(s) expressly adopt(s) the Application already made on behalf of the Consortium as if it were a party to it originally, and is not an Applicant/Member/Associate of any other Consortium bidding for this Project.
- 2.3.3 Approval for change in the composition of a Consortium shall be at the sole discretion of the Authority and must be approved by the Authority in writing.
- 2.3.4 The modified/ reconstituted Consortium shall submit a revised Jt. Bidding Agreement before the Bid Due Date.
- 2.3.5 Notwithstanding anything to the contrary contained in sub-clause (c) (i) of Clause 2.2.1, an Applicant may, within 10 (ten) days after the Application Due Date, remove from its Consortium any Member who suffers from a Conflict of Interest, and such removal shall be deemed to cure the Conflict of Interest arising in respect thereof.

2.4 Number of Applications and costs thereof

- 2.4.1 No Applicant shall submit more than one Application for the Project. An Applicant applying individually or as a member of a Consortium shall not be entitled to submit another Application either individually or as a member of any Consortium, as the case may be.
- 2.4.2 The Applicants shall be responsible for all of the costs associated with the preparation of their Applications and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.5 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, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.

2.6 Acknowledgement by Applicant

- 2.6.1 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 the Authority;
 - (c) accepted the risk of inadequacy, error or mistake in the information provided in the RFQ or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.5 above; and

- (d) agreed to be bound by the undertakings provided by it under and in terms hereof.

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

2.7 Right to accept or reject any or all Applications

2.7.1 Notwithstanding anything contained in this RFQ, the Authority reserves the right to accept or reject any Application and to annul the Bidding Process and reject all Applications, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor. In the event that the Authority rejects or annuls all the Applications, it may, in its discretion, invite all eligible Applicants to submit fresh Applications hereunder.

2.7.2 The Authority reserves the right to reject any Application if:

- (a) at any time, a material misrepresentation is made or uncovered, or
- (b) the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Application.

If the Applicant is a Consortium, then the entire Consortium may be disqualified/ rejected. If such disqualification/ rejection occurs after the Bids have been opened and the Highest Bidder gets disqualified/ rejected, then the Authority reserves the right to:

- (i) invite the remaining Bidders to match the Highest Bidder/ submit their Bids in accordance with the RFP; or
- (ii) take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

2.7.3 In case it is found during the evaluation or at any time before signing of the Contract 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 Contractor either by issue of the LOA or entering into of the Contract, and if the Applicant has already been issued the LOA or has entered into the Contract, 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 the Authority to the Applicant, without the Authority being liable in any manner whatsoever to the Applicant and without prejudice to any other right or remedy which the Authority may have under this RFQ, the Bidding Documents, Contract or under applicable law.

- 2.7.4 The Authority reserves the right to verify all statements, information and documents submitted by the Applicant in response to the RFQ. Any such verification or lack of such verification by the Authority shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.
- 2.7.5 The Authority may, in its sole discretion and on grounds of reciprocity, disqualify an Applicant, if any or all of its constituents are entities incorporated in a country where an entity incorporated in India does not have similar rights of bidding for contracts contemplated hereunder.

B. DOCUMENTS

2.8 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 2.10.

Invitation for Qualification

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

Schedule I – Brief description of the Project

Appendices

- I. Letter comprising the Application
- II. Power of Attorney for signing of Application
- III. Power of Attorney for Lead Member of Consortium
- IV. Joint Bidding Agreement for Consortium
- V. Guidelines of the Department of Disinvestment

2.9 Clarifications

- 2.9.1 Applicants requiring any clarification on the RFQ may notify the Authority in writing by speed post/ courier/ special messenger and by e-mail in accordance with Clause 1.2.11. They should send in their queries before the date specified in the schedule of Bidding Process contained in Clause 1.3. The Authority shall endeavour 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 e-mail. The Authority may forward all the queries and its responses thereto, to all purchasers of the RFQ without identifying the source of queries and shall also upload the responses on the e-Procurement Portal.

2.9.2 The Authority shall endeavour to respond to the questions raised or clarifications sought by the Applicants. However, the Authority 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 the Authority to respond to any question or to provide any clarification.

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

2.10 Amendment of RFQ

2.10.1 At any time prior to the deadline for submission of Application, the Authority 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.

2.10.2 The Applicants who have downloaded the RFQ are advised to regularly check for amendments/corrigendum/clarifications, if any issued by the Authority and which shall form part and parcel of the RFQ. Such amendments /corrigendum/clarifications will be posted on the e-Procurement Portal and Authority's website [www.nprocure.com] and [<https://gbrc.gujarat.gov.in/>]. Any ignorance on the part of the Applicant in not checking the e-Procurement Portal will not be an excuse and the Authority shall not be responsible if any Applicant omits to notice any amendments/corrigendum/ clarification.

2.10.3 In order to afford the Applicants a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Application Due Date.

C. PREPARATION AND SUBMISSION OF APPLICATION

2.11 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 translations of all the pertinent passages in the English language, duly authenticated and certified by the Applicant. 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.

2.12 Format and signing of Application

2.12.1 The Applicant shall provide all the information sought under this RFQ and upload the same on the e-Procurement Portal as a part of its online submission of Applications as well as by way of physical submission of original copy of the Application to the Authority. The Authority will evaluate only those Applications

that are received in the required formats and complete in all respects and which are submitted on the e-procurement portal and in hard copy on or prior to the date specified in Clause 1.3 of this RFQ. Incomplete and /or conditional Bids or not submitted online on e-procurement portal or in hard copy shall be rejected.

2.12.2 The Applicant shall submit the Application, along with all the annexures thereto, on the e-Procurement Portal. The Application shall bear the digital signature of the Applicant. The Applicants shall sign their Application using Class III - Digital Certificates, issued from any agency authorized by Controller of Certifying Authority (CCA), Government. of India, upon uploading the soft copy of the Application to the e-Procurement Portal. In case of the Applicant being a Consortium, the Lead Member shall sign each page of the Application using Class III DSC only.

2.12.3 Applicants shall note that the very act of using DSC for downloading the tender document and thereafter uploading their Applications shall be deemed to be a confirmation that they have read all sections and pages of the RFQ without any exception and have understood the complete RFQ and are clear about the requirements herein.

While submitting the Applications online, the Applicants shall read the terms & conditions of the e-Procurement Portal and accepts the same in order to proceed further to submit their Applications.

Applicants must get ready in advance that the documents to be submitted as indicated in this RFQ are in PDF/xls/rar/zip/dwf formats.

2.12.4 After the Applications submission, the Applicants shall take print out of system generated acknowledgement number and keep it as a record of evidence for online submission of Applications.

2.12.5 Applicants must follow the server time that is being displayed on Applicant's dashboard at the top of the e-Procurement Portal, which shall be considered valid for all actions of requesting, Application submission and Application opening etc., in the e-tender system.

2.12.6 All the documents being submitted by the Applicants would be encrypted to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of Application opening.

2.12.7 The hard copy of the Application submitted by the Applicant shall be typed or written in indelible ink. It shall be signed by the authorised signatory of the Applicant who shall also initial each page of the Application (including each Appendix and Annex) in blue ink. In case of printed and published documents, only the cover shall be initialled. All the alterations, omissions, additions or any other amendments made to the Application shall be initialled by the person(s) signing the Application. The Application shall contain page numbers and shall be bound together in a manner that does not allow replacement of any page.

2.13 Sealing and Marking of Applications

2.13.1 The Applicant shall submit the Application in the format specified at Appendix-I, together with the documents specified in Clause 2.13.2 both online and in hard copy sealed in an envelope and mark the envelope as “APPLICATION”. The envelopes shall then be sealed in an outer envelope which shall also be marked in accordance with Clauses 2.13.2 and 2.13.3.

2.13.2 Each envelope shall contain:

- (i) Application in the prescribed format (Appendix-I) along with Annexes and supporting documents;
- (ii) Power of Attorney for signing the Application as per the format at Appendix-II;
- (iii) if applicable, the Power of Attorney for Lead Member of Consortium as per the format at Appendix-III;
- (iv) copy of the Jt. Bidding Agreement, in case of a Consortium, substantially in the format at Appendix-IV;
- (v) copy of charter documents of the Applicants including Memorandum and Articles of Association,;
- (vi) copies of Applicant’s duly audited balance sheet and profit and loss account for the preceding 3 (three) years; and
- (vii) copy of the receipt towards payment of the Document Fee by way of NEFT/RTGS and Demand Draft, in accordance with Clause 1.2.1.

Each of the envelopes shall clearly bear the following identification:

“Application for Qualification: Development of BSL-4 Greenfield Bio Containment Research Laboratory with ABSL facility meeting all national and international statutory and regulatory standards/guidelines on design, develop, construct, commission and maintain model with 5 (five) years of comprehensive annual maintenance services”

and shall clearly indicate the name and address of the Applicant. In addition, the Application Due Date should be indicated on the right-hand corner of each of the envelopes.

2.13.3 The original hard copy of the Application shall be addressed and submitted as per Clause 1.3 of the RFQ at the following address, failing which the Application shall be rejected:

ATTN. OF:	Prof. Chaitanya G. Joshi
DESIGNATION:	Director
ADDRESS:	MS Building, Block B & D , 6th Floor, GH Road, Sector - 11, Gandhinagar, Gujarat 382011

TELEPHONE NO: 079-23258500
E-MAIL ADDRESS: info-gbrc@gujarat.gov.in

- 2.13.4 If the envelopes are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Application and consequent losses, if any, suffered by the Applicant.
- 2.13.5 Applications submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.
- 2.13.6 In the event of any discrepancy between the soft copy/scanned copy of the Application uploaded to the e-Procurement Portal and the hard copy of the same, the soft copy/scanned copy will prevail provided, however, that regardless of anything to the contrary, in case of legal documents and financial instruments, the hard copy shall prevail over the soft copy.

2.14 Application Due Date

- 2.14.1 Applications should be submitted before the Application Due Date, at the address provided in Clause 2.13.3 in the manner and form as detailed in this RFQ. A receipt thereof should be obtained from the person specified in Clause 2.13.3.
- 2.14.2 The Authority may, in its sole discretion, extend the Application Due Date by issuing an Addendum in accordance with Clause 2.10 uniformly for all Applicants.

2.15 Late Applications

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

2.16 Modifications/ substitution/ withdrawal of Applications

- 2.16.1 The Applicant may modify, substitute or withdraw its Application after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the Application Due Date. No Application shall be modified, substituted or withdrawn by the Applicant on or after the Application Due Date.
- 2.16.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.13, with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.

- 2.16.3 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 the Authority, shall be disregarded.**

D. EVALUATION PROCESS

2.17 Opening and Evaluation of Applications

- 2.17.1 The Authority shall open the Applications on the date specified in Clause 1.3, at the place specified in Clause 2.13.3 and in the presence of the Applicants who choose to attend.
- 2.17.2 Applications for which a notice of withdrawal has been submitted in accordance with Clause 2.16 shall not be opened.
- 2.17.3 The Authority will subsequently examine and evaluate Applications in accordance with the provisions of this RFQ.
- 2.17.4 Applicants are advised that pre-qualification of Applicants will be entirely at the discretion of the Authority. 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.
- 2.17.5 Any information contained in the Application shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the Project is subsequently awarded to it on the basis of such information.
- 2.17.6 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Application(s) without assigning any reasons.
- 2.17.7 If any information furnished by the Applicant is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, exclude the relevant project from computation of the technical score of the Applicant.
- 2.17.8 In the event that an Applicant claims credit for an eligible project, and such claim is determined by the Authority as incorrect or erroneous, the Authority shall reject such claim and exclude the same from computation of the technical score. Where any information is found to be patently false or amounting to a material misrepresentation, the Authority reserves the right to reject the Application and/or Bids in accordance with the provisions of Clauses 2.7.2 and 2.7.3.

2.18 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the short-listed Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority 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. The Authority 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 the Authority or as may be required by law or in connection with any legal process.

2.19 Tests of responsiveness

2.19.1 Prior to evaluation of Applications, the Authority shall determine whether each Application is responsive to the requirements of the RFQ. An Application shall be considered responsive 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 2.14.2;
- (c) it is signed, sealed, bound together in hard cover and soft copy, and marked as stipulated in Clauses 2.12 and 2.13;
- (d) it is accompanied by the Power of Attorney as specified in Clause 2.2.5, and in the case of a Consortium, the Power of Attorney as specified in Clause 2.2.6 (c);
- (e) it contains all the information and documents (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/chartered accountant in the formats specified at Appendix-I of the RFQ for each eligible project;
- (h) it contains an attested copy of the receipt of the Authority towards the Document Fees as specified in Clause 1.2.1;
- (i) it is accompanied by the Jt. Bidding Agreement (for Consortium), specific to the Project, as stipulated in Clause 2.2.6(g);
- (j) it does not contain any condition or qualification; and
- (k) it is not non-responsive in terms hereof.

2.19.2 The Authority reserves the right to reject any Application which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Application. Provided, however, that the Authority may, in its discretion, allow the Applicant to rectify any infirmities or omissions if the same do not constitute a material modification of the Application.

2.20 Clarifications

- 2.20.1 To facilitate evaluation of Applications, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Application. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 2.20.2 If an Applicant does not provide clarifications sought under Clause 2.20.1 above within the prescribed time, its Application shall be liable to be rejected. In case the Application is not rejected, the Authority 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 the Authority.

E. QUALIFICATION AND BIDDING

2.21 Short-listing and notification

After the evaluation of Applications, the Authority would announce a list of up to 3(three) short-listed (Bidders) who will be eligible for participation in the Bid Stage. At the same time, the Authority would notify the other Applicants that they have not been short-listed. The Authority will not entertain any query or clarification from Applicants who fail to qualify.

2.22 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 short listed Applicants shall be invited by the Authority to submit their Bids for the Project. The Authority 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 the Authority.

2.23 Proprietary data

All documents and other information supplied by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. 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. The Authority will not return any Application or any information provided along therewith.

2.24 Correspondence with the Applicant

Save and except as provided in this RFQ, the Authority 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 The Authority shall open the soft copy of the Applications online on the e-Procurement Portal at a time specified by the Authority on the date specified in Clause 1.3 and at the place specified in Clause 2.13.3 and in the presence of the Applicants and their authorized representatives who choose to attend.
- 3.1.2 Only those Applicants who meet the Technical Criteria specified in Clauses 2.2.2 shall qualify for evaluation under this Section 3. Applications of firms/ consortia who do not meet these criteria shall be rejected.

3.2 Details of Experience

- 3.2.1 The Applicant should furnish the details of eligible experience as envisaged in Clause 2.2.2 of this RFQ.
- 3.2.2 The Applicants must provide the necessary information relating to Technical Criteria as per format at Annex-II of Appendix-I.
- 3.2.3 The Applicant should furnish the required project-specific information and evidence in support of its claim of Technical Criteria, as per format at Annex-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 (of each Member in case of a Consortium) 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 cannot make it available, the Applicant shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Applicant shall provide the Audited Annual Reports for 5 (five) years preceding the year for which the Audited Annual Report is not being provided.
- 3.3.3 The Applicant must establish the Average Annual Turnover and positive Net Worth specified in Clause 2.2.2, and provide details as per format at Annex-III of Appendix-I.
- 3.3.4 In case of foreign companies, a certificate from a qualified external auditor who audits the book of accounts of the Applicant or the Consortium member in the formats provided in the country where the project has been executed shall be accepted, provided it contains all the information as required in the prescribed format of the RFQ.

3.4 Short-listing of Applicants

- 3.4.1 Subject to the provisions of Clause 2.7, the Applicant(s) whose Application is adjudged as responsive in terms of Clause 2.19 and has also obtained minimum passing marks (20 marks) as per Clause 2.2.2 of this RFQ, shall be arranged/ranked in the descending order of their score. In case, there are more than 3 Applicants, in such list, the top 3 (three) Applicants shall be short listed for issuance of RFP and participation thereunder.

The score assigned to shortlisted bidder during the RFQ stage will be carried forward to Bid Stage and shall be added to score of the technical presentation made during the Bid Stage of the Bidding Process, in order to determine the aggregate score in respect of technical bid (comprising of Technical Criteria and technical presentation).

- 3.4.2 In the event that, the assessed Technical Criteria scoring in this RFQ of two or more Applicant is the same (the "**Tie Score**"), the Authority shall rank the Applicants based on their Average Annual Turnover preceding the Application Due Date i.e., (the Applicant with the highest turnover will be ranked first and so on).
- 3.4.3 The Authority may, in its discretion, maintain a reserve list of pre-qualified Applicants who may be invited to substitute the short-listed Applicants in the event of their withdrawal from the Bidding Process or upon their failure to conform to the conditions specified herein; provided that a substituted Applicant shall be given at least 30 (thirty) days to submit its Bid.

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 Authority may 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 the Authority under Clause 4.1 hereinabove, if an Applicant is found by the Authority 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 the Authority during a period of 2 (two) years from the date such Applicant is found by the Authority 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 the Authority 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 Contract or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under sub clause (d) of Clause 2.2.1, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Contract, who at any time has been or is a legal, financial or technical adviser of the Authority 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 the Authority 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 at the designated date, time and place. A maximum of three representatives of each Applicant shall be allowed to participate on production of authority 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 the Authority. The Authority shall endeavour 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 in the State in which the Authority has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.2 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 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 the Authority 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 the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder and the Bidding Documents, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

SCHEDULE I
BRIEF DESCRIPTION OF THE PROJECT

Appendices

APPENDIX-I

Letter Comprising the Application

(Refer Clause 2.13.2)

Dated:

To,

.....
.....
.....

Sub: Application for the Development of BSL-4 Greenfield Bio Containment Research Laboratory with ABSL facility meeting all national and international statutory and regulatory standards/guidelines on design, develop, construct, commission and maintain model with 5 (five) years of comprehensive annual maintenance services (“Project”)

Dear Sir,

1. With reference to your RFQ document dated, I/we, having examined the RFQ document and understood its contents, hereby submit my/our Application for Qualification for the aforesaid project. The Application is unconditional and unqualified.
2. I/ We acknowledge that the Authority will be relying on the information provided in the Application and the documents accompanying such Application for short-listing of the Applicants for the aforesaid project, and we certify that all information provided in the Application and in Annexes I to V is true and correct; nothing has been 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 aforesaid Project.
4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Application.
5. I/ We acknowledge the right of the Authority to reject our Application without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last three years, we/ any of the Consortium Members or our/ their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/ We declare that:
 - (a) I/ We have examined and have no reservations to the RFQ document, including any Addendum issued by the Authority;

- (b) I/ We do not have any conflict of interest in accordance with Clauses 2.2.1(c) and 2.2.1(d) of the RFQ document;
 - (c) I/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 Authority 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 Section 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. I/ 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 2.17.6 of the RFQ document.
 9. I/ We believe that we/ our Consortium/ proposed Consortium satisfy(s) the average annual turnover criteria and positive Net Worth criteria and meet(s) all the requirements as specified in the RFQ document and am/ are qualified to submit a Bid.
 10. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium applying for short-listing for this Project.
 11. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a court 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. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a court of law.
 13. I/ We further certify that no investigation by a regulatory authority is pending either against us/ any Member of the Consortium or against our/ their Associates or against our CEO or any of our directors/ managers/ employees.
 14. I/ We further certify that we are qualified to submit a Bid in accordance with the guidelines for qualification of bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment issued by the GOI vide Department of Disinvestment OM No. 6/4/2001-DD-II dated 13th July, 2001 which

guidelines apply mutatis mutandis to the Bidding Process. A copy of the aforesaid guidelines form part of the RFQ at Appendix-V thereof.

15. I/We further certify that we/ any Member of the Consortium or any of our/ their Associates are not barred by the Central Government/ State Government or any entity controlled by it, from participating in any project, and no bar subsists as on the date of Application.
16. I/ 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 the Authority of the same immediately.
17. The Statement of Legal Capacity as per format provided at Annex-V in Appendix-I of the RFQ document, and duly signed, is enclosed. The power of attorney for signing of Application and the power of attorney for Lead Member of consortium, as per format provided at Appendix II and III respectively of the RFQ, are also enclosed.
18. I/ We have studied all the Bidding Documents carefully and also surveyed the Project site. We understand that except to the extent as expressly set forth in the Contract, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Project.
19. I/ We hereby confirm that we shall comply with the design experience requirement specified in Clause 2.2.2 or provide requisite details of sub-contractor engaged to fulfil such requirement.
20. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of Applicants, selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above-mentioned Project and the terms and implementation thereof.
21. I/ We agree and undertake to abide by all the terms and conditions of the RFQ document.
22. We agree and undertake to be jointly and severally liable for all the obligations of the Contractor in accordance with the Contract.

In witness thereof, I/ we submit this Application under and in accordance with the terms of the RFQ document.

Yours faithfully,

Date: (Signature, name and designation of the Authorised Signatory)

Place: Name and seal of the Applicant/ Lead Member

ANNEX-I

Particulars of the Applicant

1.
 - (a) Name:
 - (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. Particulars of individual(s) who will serve as the point of contact/ communication for the Applicant:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
4. Particulars of the Authorised Signatory of the Applicant:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
5. In case of a Consortium:
 - (a) The information above (1-4) should be provided for all the Members of the Consortium.
 - (b) A copy of the Jt. Bidding Agreement, as envisaged in Clause 2.2.6(g) should be attached to the Application.
 - (c) Information regarding the role of each Member should be provided as per table below:

Sl. No.	Name of Member	Role ^{\$}	Percentage of equity in the Consortium ^{\$\$}
1.			
2.			
3.			
4.			

^{\$} The role of each Member, as may be determined by the Applicant, should be indicated in accordance with Clause 2.2.6 (d) and instruction 4 at Annex-IV.

6. The following information shall also be provided for the Applicant, including each Member of the Consortium:

Name of Applicant/ member of Consortium:

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

7. A statement by the Applicant and each of the Members of its Consortium (where applicable) or any of their Associates 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):

ANNEX-II

Technical Capacity of the Applicant

(Refer to Clauses 2.2.2 of the RFQ)

Name of single entity Applicant/ Consortium:

S.N.	Category of Project (A/B)	Name of Project	Description of the Project	Associate Relationship of the Legal Entity who is claiming relationship with Bidder / Consortium Member	Project cost	Year of completion	Remarks
1							
2							
3							
4							

Note: 1. Applicant to Provide details of only those projects that have been undertaken by the Applicant/Consortium Member under its own name and/ or by an Associate specified in Clause 2.2.9 and eligible under Clause 2.2.2 along with supporting documents as per clause 2.2.4.

2. Current value of the project completed shall be derived as per the escalation factor provided below: 7%

Year	Financial Year	Enhancement Factor
Base (Inviting Year)	2023-24	1.00
1	2022-23	1.07
2	2021-22	1.14
3	2020-21	1.23
4	2019-20	1.31
5	2018-19	1.40
6	2017-18	1.50

7	2016-17	1.61
8	2015-16	1.72
9	2014-15	1.84
10	2013-14	1.97
11	2012-13	2.10
12	2011-12	2.25
13	2010-11	2.41
14	2009-10	2.58
15	2008-09	2.76

ANNEX-III

Financial Capacity of the Applicant

(Refer to Clauses 2.2.2 of the RFQ)

(In Rs. crore^{\$})

Applicant type	Annual Turnover			Net Worth
	Year 1	Year 2	Year 3	Year 1
(1)	(2020-2021)	(2021-2022)	(2022-2023)	(2022-2023)
Single entity Applicant/Lead Member				
Other Consortium Member				
TOTAL				

Year 1 shall be the financial year of the Bidder, immediately preceding the Bid Due Date.

Name & address of Applicant's Bankers:

\$For conversion of US Dollars to rupees, the rate of conversion shall be Rupees [83 (eighty-three)] to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) 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.

The Applicant should provide details of its own Financial Capacity or of an Associate specified in Clause 2.2.9.

Instructions:

1. The Applicant/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (three) years preceding the Application Due Date. The financial statements shall:

- (a) reflect the financial situation of the Applicant or Consortium Members and its/ their 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. Turnover and Net Worth shall have the meaning assigned to them in Clause 2.2.4.
- 3. Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Application Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.2.12. The relevant years for the purpose of computation to be reckoned subject to Clause 3.3.2.
- 4. In the case of a Consortium, a copy of the Jt. Bidding Agreement shall be submitted in accordance with Clause 2.2.6 (g) of the RFQ document.
- 6. The Applicant shall provide an Auditor's Certificate specifying the annual average turnover and Net Worth of the Applicant and also specifying the methodology adopted for calculating such Net Worth in accordance with Clause 2.2.4 (ii) of the RFQ document.

ANNEX-IV

Details of Eligible Projects

(Refer to Clauses 2.2.2 of the RFQ)

Project Name:

Item (1)	Particulars of the Project (3)
Title & nature of the project	
Entity for which the project was constructed/ developed	
Location	
Project cost	
Date of commencement of project/ contract	
Date of completion/ commissioning	
Percentage share of the work undertaken by the Applicant in the said project, if consortium	
Whether credit is being taken for the eligible experience of an Associate (Yes/ No)	

Instructions:

1. Applicants are expected to provide information in respect of each eligible project in this Annex. The projects cited must comply with the eligibility criteria specified in Clause 2.2.2 of the RFQ, as the case may be. Information provided in this section is intended to serve as a back up 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 auditor^{\$} or its respective clients must be furnished as per formats below for each Eligible Project. In jurisdictions that

^{\$} In case duly certified audited annual financial statements containing the requisite details are provided, a separate certification by statutory auditors would not be necessary.

do not have statutory auditors, the auditors who audit the annual accounts of the Applicant/ Member/Associate may provide the requisite certification.

4. In the event that credit is being taken for the Eligible Experience of an Associate, as defined in Clause 2.2.9, the Applicant should also provide a certificate in the format below:

Certificate from the Statutory Auditor/ Company Secretary regarding Associate[§]

Based on the authenticated record of the Company, this is to certify that more than 50% (fifty per cent) of the subscribed and paid up voting equity of (name of the Applicant/ Consortium Member/ Associate) is held, directly or indirectly[£], by (name of Associate/ Applicant/ Consortium Member). By virtue of the aforesaid share-holding, the latter exercises control over the former, who is an Associate in terms of Clause 2.2.9 of the RFQ.

A brief description of the said equity held, directly or indirectly, is given below:

{Describe the share-holding of the Applicant/ Consortium Member and the Associate. In the event the Associate is under common control with the Applicant/ Consortium Member, the relationship may be suitably described and similarly certified herein. }

Name of the audit firm:

Seal of the audit firm:

Date:

(Signature, name and designation of the authorised signatory).

[§] In the event that the Applicant/ Consortium Member exercises control over an Associate by operation of law, this certificate may be suitably modified and copies of the relevant law may be enclosed and referred to.

[£] In the case of indirect share-holding, the intervening companies in the chain of ownership should also be Associates i.e., the share-holding in each such company should be more than 50% in order to establish that the chain of “control” is not broken.

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 of score.

6. Current value of the project completed shall be derived as per the escalation factor provided below: 7%

Year	Financial Year	Enhancement Factor
Base (Inviting Year)	2023-24	1.00
1	2022-23	1.07
2	2021-22	1.14
3	2020-21	1.23
4	2019-20	1.31

5	2018-19	1.40
6	2017-18	1.50
7	2016-17	1.61
8	2015-16	1.72
9	2014-15	1.84
10	2013-14	1.97
11	2012-13	2.10
12	2011-12	2.25
13	2010-11	2.41
14	2009-10	2.58
15	2008-09	2.76

ANNEX-V

Statement of Legal Capacity

(To be forwarded on the letterhead of the Applicant/ Lead Member of Consortium)

Ref. Date:

To,

.....
.....
.....

Dear Sir,

We hereby confirm that we/ our members in the Consortium (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 member's name) will act as the Lead Member of our consortium.^{\$}

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

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

^{\$} Please strike out whichever is not applicable.

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 authorise Mr/ Ms (name), son/daughter/wife of and presently residing at, who is presently employed with us/ the Lead Member of our Consortium 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 short-listing and submission of our Application for the Development of BSL-4 Greenfield Bio Containment Research Laboratory with ABSL facility meeting all national and international statutory and regulatory standards/guidelines on design, develop, construct, commission and maintain model with 5 (five) years of comprehensive annual maintenance services (“**Project**”) proposed or being developed by the Gujarat Biotechnology Research Centre (the “**Authority**”) 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 the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our bid, and generally dealing with the Authority 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 entering into of the Contract with the Authority.

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

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2.....

For

.....

(Signature, name, designation and address)

Witnesses:

1.

^{\$} To be submitted in original.

(Notarised)

2.

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour 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 legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

APPENDIX-III

Power of Attorney for Lead Member of Consortium^{\$}

(Refer Clause 2.2.5)

Whereas the (“the Authority”) has invited applications from interested parties for the Development of BSL-4 Greenfield Bio Containment Research Laboratory with ABSL facility meeting all national and international statutory and regulatory standards/guidelines on design, develop, construct, commission and maintain model with 5 (five) years of comprehensive annual maintenance services (the “Project”).

Whereas,and (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Qualification document (RFQ), Request for Proposal (RFP) and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, having our registered office at and M/s. having our registered office at, (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s. having its registered office at, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the short-listing of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, participate in bidders’ and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and/ or upon award thereof till the Contract is entered into with the Authority.

^{\$} To be submitted in original.

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2.....

For
(Signature)

.....
(Name & Title)

For
(Signature)

.....
(Name & Title)

Witnesses:

1.

2.

.....

(Executants)

(To be executed by all the Members of the Consortium)

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.*
- *Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour 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 legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961*

are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.

APPENDIX-IV

Joint Bidding Agreement

(Refer Clause 2.13.2)

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 20...

AMONGST

1. Limited, a company incorporated under the Companies Act, 1956/2013 and having its registered office at (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. Limited, a company incorporated under the Companies Act, 1956/2013 and having its registered office at (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above-mentioned parties of the FIRST and SECOND PART are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”

WHEREAS,

- (A) The Gujarat Biotechnology Research Centre, Gandhinagar, Gujarat having its principal office at ***** (hereinafter referred to as the “**Authority**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the “**Applications**”) by its Request for Qualification No. dated (the “**RFQ**”) for pre-qualification and short-listing of bidders for Development of BSL-4 Greenfield Bio Containment Research Laboratory with ABSL facility meeting all national and international statutory and regulatory standards/guidelines on design, develop, construct, commission and maintain model with 5 (five) years of comprehensive annual maintenance services (the “**Project**”).
- (B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFQ document and other bid documents in respect of the Project, and
- (C) It is a necessary condition under the RFQ document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFQ.

2. Consortium

- 2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process for the Project.
- 2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall enter into a Contract with the Authority and for performing all its obligations as the Contractor in terms of the Contract for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- (a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process {*****};
- (b) Party of the Second Part shall be {*****};

5. Joint and Several Liability

- 5.1 The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFQ, RFP and the Contract.
- 5.2 The Parties do hereby undertake and declare that the Lead Member shall represent all the members of the Consortium and shall at all times be liable and responsible for discharging the functions and obligations of the Consortium; and that each member of the Consortium shall be bound by any decision, communication, notice, action or inaction of the Lead Member on any matter related to this Agreement and the Authority shall be entitled to rely upon any such action, decision or communication of the Lead Member.

6. Intentionally Left Blank

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the termination of the Contract . However, in case the Consortium is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant is not pre-qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

9. Miscellaneous

- 9.1 This Joint Bidding Agreement shall be governed by laws of India.
- 9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

SECOND PART

(Signature)

(Name)

(Designation)

(Address)

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

1.

2.

Notes:

1. The mode of the execution of the Joint Bidding Agreement 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.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.
4. However, in the countries, which are member of Hague convention, the document has to be notarized by the public notary and apostille by the designated component authority of the issuing country.

APPENDIX-V⁴

Guidelines of the Department of Disinvestment

(Refer Clause 1.2.1)

No. 6/4/2001-DD-II
Government of India
Department of Disinvestment

Block 14, CGO Complex
New Delhi.
Dated 13th July, 2001.

OFFICE MEMORANDUM

Sub: Guidelines for qualification of Bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment

Government has examined the issue of framing comprehensive and transparent guidelines defining the criteria for bidders interested in PSE-disinvestment so that the parties selected through competitive bidding could inspire public confidence. Earlier, criteria like Net Worth, experience etc. used to be prescribed. Based on experience and in consultation with concerned departments, Government has decided to prescribe the following additional criteria for the qualification/ disqualification of the parties seeking to acquire stakes in public sector enterprises through disinvestment:

- (a) In regard to matters other than the security and integrity of the country, any conviction by a Court of Law or indictment/ adverse order by a regulatory authority that casts a doubt on the ability of the bidder to manage the public sector unit when it is disinvested, or which relates to a grave offence would constitute disqualification. Grave offence is defined to be of such a nature that it outrages the moral sense of the community. The decision in regard to the nature of the offence would be taken on case to case basis after considering the facts of the case and relevant legal principles, by the Government of India.
- (b) In regard to matters relating to the security and integrity of the country, any charge-sheet by an agency of the Government/ conviction by a Court of Law for an offence committed by the bidding party or by any sister concern of the bidding party would result in disqualification. The decision in regard to the relationship between the sister concerns would be taken, based on the relevant facts and after examining whether the two concerns are substantially controlled by the same person/ persons.
- (c) In both (a) and (b), disqualification shall continue for a period that Government deems appropriate.

⁴ These guidelines may be modified or substituted by the Government from time to time.

- (d) Any entity, which is disqualified from participating in the disinvestment process, would not be allowed to remain associated with it or get associated merely because it has preferred an appeal against the order based on which it has been disqualified. The mere pendency of appeal will have no effect on the disqualification.
- (e) The disqualification criteria would come into effect immediately and would apply to all bidders for various disinvestment transactions, which have not been completed as yet.
- (f) Before disqualifying a concern, a Show Cause Notice why it should not be disqualified would be issued to it and it would be given an opportunity to explain its position.
- (g) Henceforth, these criteria will be prescribed in the advertisements seeking Expression of Interest (EOI) from the interested parties. The interested parties would be required to provide the information on the above criteria, along with their Expressions of Interest (EOI). The bidders shall be required to provide with their EOI an undertaking to the effect that no investigation by a regulatory authority is pending against them. In case any investigation is pending against the concern or its sister concern or against its CEO or any of its Directors/ Managers/ employees, full details of such investigation including the name of the investigating agency, the charge/ offence for which the investigation has been launched, name and designation of persons against whom the investigation has been launched and other relevant information should be disclosed, to the satisfaction of the Government. For other criteria also, a similar undertaking shall be obtained along with EOI.

sd/-

(A.K. Tewari)

Under Secretary to the Government of India