



Department of Science and Technology,
Government of Gujarat



REQUEST FOR PROPOSAL

Volume 1: Instruction to Bidders

Appointment of Construction and Maintenance Agency (CMA)

for

Main Building of Gujarat Biotechnology Research Centre (GBRC) at Gandhinagar



Gujarat Biotechnology Research Centre (GBRC),
Department of Science & Technology,
Government of Gujarat,
MS Building, 6th Floor, GH Road, Sector - 11,
Gandhinagar, Gujarat 382011

July 2023

Tender ID No: GBRC New Building/02/2023

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GLOSSARY

Addendum	As defined in Clause 2.9.1
Applicable Laws	As defined in the Contract
Associate	As defined in Clause 2.1.13
Authority	As defined in Clause 1.1.6
Bank Guarantee	As defined in Clause 2.20.1
Bid(s)	The Technical Bid and Financial Bid together shall be referred to as the Bid(s).
Bidder(s)	Parties that submit their Bids for the Project in accordance with this RFP and shall include the Members of the Consortium.
Bidding Documents	As defined in Clause 1.1.10
Bid Due Date	As defined in Clause 1.1.10
Bidding Process	As defined in Clause 1.2.1
Bid Security	As defined in Clause 1.2.4
BOQ	Bill of quantities
Companies Act	Shall mean the Act, 2013.
Contract	As defined in Clause 1.1.8
Conflict of Interest	As defined in Clause 2.1.13
Crore	Ten million (10,000,000)
Consortium	As defined in Clause 2.2.1(a)
Contract Price	As defined in Clause 1.2.1
Estimated Contract Price	As defined in Clause 1.1.6
Financial Bid	As defined in Clause 1.2.1
Financial Capacity	As defined in Clause 2.2.2
Joint Bidding Agreement	As defined in Clause 2.2.3 (g)
Lakh	Hundred thousand (1,00,000)
LOA	As defined in Clause 3.3.6
MEPF	Mechanical, electrical, plumbing, firefighting works
Minimum Eligibility Criteria	As defined in Clause 2.2.2
Net Worth	As defined in Clause 2.2.2
Project	As defined in Clause 1.1.3
Qualified Bidder(s)	As defined in Clause 1.2.2
Re. or R.S. or INR	Indian Rupee
RFP	Means the Request for Qualification cum Request for Proposal issued by the Authority for selecting the Selected Bidder for the Project
Selected Bidder	As defined in Clause 3.3.3
Site	As defined in Clause 1.2.5

Scheduled Bank	As defined in Clause 2.20.1
Sole Bidder	Means a single entity that submit their Bids for the Project in accordance with this RFP.
Subject Person	As defined in Clause 2.1.13 (aa)
Technical Bid	As defined in Clause 1.2.1
Technical Capacity	As defined in Clause 2.2.2
Technical Score	As defined in Clause 1.2.1

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.

DISCLAIMER

The information contained in this Request for Proposal document (hereafter referred as **the “RFP”**) or subsequently provided to Bidder(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 Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidder(s) or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in submitting Bids pursuant to this RFP. This RFP 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 Bidder may require. This RFP 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 RFP. The assumptions, assessments, statements and information contained in the Bidding Documents may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(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 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 RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

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

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 RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid 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 Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

DATA SHEET

1.	Name of the project	RFP for appointment of Construction and Maintenance Agency (“Contractor”) for Main Building of Gujarat Biotechnology Research Centre (GBRC) at Gandhinagar
2.	Tender issued by	Gujarat Biotechnology Research Centre (GBRC)
3.	Procurement stages	Two Stage
4.	Cost of Tender Documents	INR 15,000 <u>in the form of DD</u>
5.	Bid Security	INR 2,50,00,000 in the form of Bank Guarantee
6.	Date of issue of RFP document	15/07/2023
7.	Site visit and Pre-bid meeting / webinar	<p>Site visit by the Bidders for Main Building of Gujarat Biotechnology Research Centre (GBRC) at Gandhinagar will be facilitated by the Authority. Bidders interested in visiting the site are required to send an email to info-gbrc@gujarat.gov.in</p> <p>The Pre-Bid meetings would be held at the Gujarat Biotechnology Research Centre, Department of Science & Technology, Government of Gujarat, Block-B & D, 6th floor, M. S. Building, Sector 11, Gandhinagar, Gujarat 382011, on the following dates at 15:00 hours IST:</p> <p>1. Pre-bid Meeting-1: 26/07/2023 2. Pre-bid Meeting-2: To be announced later</p> <p>In the event, a Bidder is unable to join the meeting in person, the Bidder shall request the link for joining the Pre-Bid meetings through video conference by sending an email to info-gbrc@gujarat.gov.in and Authority shall share the link.</p>
8.	Last date and time of Submission of bids	<p>Last Date for submission Financial Bid and Technical Bid (online): 23/08/2023 up to 18:00 hours IST</p> <p>Last Date for Submission Technical Bid (Hard Copy): 24/08/2023 up to 18:00 hours IST</p>
9.	Date and Time for opening of Technical Bids	To be announced later
10.	Date for Technical Presentation	To be announced later

11.	Opening of Financial Bids	To be announced later
12.	Place of obtaining Tender Documents	The tender can also be downloaded from https://nprocure.com; https://gbrc.gujarat.gov.in/ For such downloaded document the Bidder has to enclose DD amounting to INR 15,000/- in favour of, Gujarat Biotechnology Research Centre payable at Gandhinagar and the scanned copy of the DD shall be uploaded along with the Technical Proposal on the e-Procurement Portal.
13.	Authorized Representative	The Director, Gujarat Biotechnology Research Centre
14.	Email for Correspondence	info-gbrc@gujarat.gov.in

Note:

1. In case of any conditions/clause specified in RFP is contradicted by conditions/clause stipulated in e-procurement website, then RFP shall override the clauses/conditions mentioned on e-procurement website. For any clarification in details, kindly follow the RFP.
2. No exemption shall be provided on the tender fee and BID security.

INTRODUCTION

1.1 Background

- 1.1.1 The Government of Gujarat (“GoG”) through Department of Science & Technology (“DST”) represented by its independent body Gujarat Biotechnology Research Centre (also referred to as “Authority”) has decided to develop the Main Building of GBRC (hereinafter referred to as “Project”) at Gandhinagar. Gujarat Biotechnology Research Centre (“GBRC”) has been established under Department of Science & Technology to undertake biotechnology research in the state priority areas. The focus is not only to undertake conduct cutting-edge research in the frontier areas of biotechnology but also leading to product, prototype & process development with application in healthcare, agriculture, environment, marine etc. It is also acting as a state-of-art shared laboratory facility by extending its infrastructure to other research organization, Institutions, Industries and students for their research purposes.
- 1.1.2 The GOG has through GBRC (hereinafter referred to as the “Authority”) proposed to initiate the development of the Main Building of GBRC at Gandhinagar. The development of the Project (approx. 2,00,000 sq. ft. of built up area) over 2.2 acres is envisaged to be a multi-storeyed building near Gujarat Biotechnology University Building at GIFT city (“Site”). The entire campus is planned in an area of 23 acres.



The indicative cost for construction and maintenance of the main building will be about **INR 83.8 Crore (including GST)**. The total Project cost will include costs towards building the facilities, the complete civil, MEPF and finishing works, interior works, landscaping works, the costs of interiors, exhibits/ furniture, if any and specialized components, and the cost of operating and maintaining the facilities for a period of three years after its completion. Maintenance of the facility would include periodic maintenance of the facility, facilities management, upkeep, cleanliness, reworks and repainting of the interiors, exteriors and exhibits (if any) for a period of three years after the completion of construction. Maintenance would also include the servicing of the equipment and the objects placed in the main building of GBRC at Gandhinagar. The Project cost does not include any land acquisition cost, as access to the land is provided by the Authority for the Project.

The building shall house the facilities/ units (*including lab equipment from existing GBRC office*) as enlisted hereunder but not limited to:

- R&D Lab, Shared Lab, Diagnostic Lab
- Training Lab
- Admin Space/ chamber (Dir, JD, Sci-B, Admin staff, reception)
- Director's Board Room
- Multipurpose area
- Meeting room
- Visitors meeting room
- Visitors waiting area
- Training Room
- Sample Receiving Room
- Storeroom (glass, plastic, consumables)
- Freezer Room, Walk-in Cold Room, LN2 storage outdoor Tank
- Dark Room
- UPS Room / Digisat / stabilizers/ isolator/ LAN – networking /firewall
- Biomedical waste collection room
- Centralized autoclaving, washing, laundry and drying
- Walk-in Hot Room
- Lobby / Passage area
- Dining space / Canteen with kitchen
- Washing area - Preparation room
- disposal room
- Cylinder Rooms / localized rooms for disbursal of other specific cylinders
- Library
- Herbarium
- Room for Storing Sterile items on each floor
- Admin room
- Recreational room
- Sewage Treatment Plant
- Server room/ ICT

- Security Cabin
- Student Labs with Culture Rooms and Wash facility
- Faculty Cabins
- Admin Space including Officers cabin and seating for other staff
- Common Instrumentation Facility
- Radioactivity room
- Utility and Autoclave facility
- Washing area - Preparation room
- Incubation space (small and big)

The works will be further detailed in RFP Volume II, Schedule 2, Schedule 3 and Schedule 11. An indicative conceptual layout for the development of the main building at Gandhinagar is set out in Figure 1.

The Construction and Maintenance Agency selected for the development of the Main Building at Gandhinagar would be responsible for carrying out the construction as per the design and specifications. The CMA would also carry out the procurement and installation of the components for the project. The CMA would also be responsible for maintaining the facility as per the Scope of Project and Specifications provided in RFP Volume II for the duration specified thereof.



Figure 1 Indicative conceptual layout of the New Building Gandhinagar

- 1.1.3 The Authority proposes to appoint a Construction and Maintenance Agency (hereinafter referred to as “CMA”) for the construction of the Main Building at Gandhinagar (hereinafter referred to as the “**Project**”) as per the approved design.

- 1.1.4 The Agency shall be responsible for discharging its obligations in accordance with the proposed Construction Contract to be signed between the Authority and the Agency (“**Contract**”). The draft Contract has been provided as Volume II of this RFP and the Scope of Project of the Agency along with the specifications are set out in the draft Contract.
- 1.1.5 The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of work and obligations of the Selected Bidder set out in detail in the Contract or the Authority’s rights to amend, alter, change, supplement or clarify the scope of work or the Project, to be awarded pursuant to the Bidding Documents. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including between this RFP or the Contract are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.
- 1.1.6 The Authority shall receive Bids pursuant to this RFP and other documents to be provided by the Authority, as modified, altered, amended and clarified from time to time by the Authority (collectively the “**Bidding Documents**”). All Bids shall be prepared and submitted in accordance with such terms on or before the time on the date specified in Clause 1.3 for submission of Bids (the “**Bid Due Date**”).

1.2 Brief description of Bidding Process

- 1.2.1 The Authority has adopted a two-stage selection process (collectively the “**Selection Process**”) for evaluating the Proposals comprising technical and financial bids to be submitted online. To participate in the Selection Process, the Applicant should complete all stages of purchase, download of RFP from the <https://nprocure.com> (“**e-Procurement Portal**”); and <https://gbrj.gujarat.gov.in/> and undertake the final Proposal submission through the e-Procurement Portal. Proposals which are submitted on the e-Procurement Portal alone will be accepted by the Authority. The Applicants are advised to download the RFP documents at least 1 (one) day prior to the Proposal Due Date so as to safeguard their participation and avoid any delay. The Applicants are advised to upload the Proposal sufficiently before the specified time on the Proposal Due Date to avoid any technical issues or malfunction in the network caused by heavy internet traffic on the Proposal Due Date. The Authority shall not be responsible for any failure, malfunction or breakdown of the e-Procurement Portal during the Selection Process. The Applicants are required to register on the e-Procurement Portal. Applicants are also required to obtain digital signature to upload the Technical and Financial Proposals. Applicants are requested to visit the e-Procurement Portal for the details related to online registration and submission of Proposals.

In the first step, based on the details submitted, the Technical Bids of all Bidders shall be evaluated as to whether they are responsive in terms of Clause 3.2.1 and whether they meet the Minimum Eligibility Criteria as set forth in Clause 2.2.2 of this RFP for

undertaking the Project.

The Bidders meeting the Minimum Eligibility Criteria (Technical Capacity and Financial Capacity) as set out in clause 2.2.2 hereof, shall be called upon to make a presentation (“**Technical Presentation**”) and shall be provided technical score based on their Technical Bid and technical presentation (“**Technical Score**”).

The Financial Bid shall be opened for only those Bidders whose Technical Bids are responsive to eligibility and qualifications requirements as per this RFP and in accordance with Clause 2.2.2 hereof pursuant to evaluation of its Technical Criteria and Technical Presentation

- 1.2.2 The Financial Bids of only those Bidders who are considered responsive and meet the Minimum Eligibility Criteria (the “**Qualified Bidders**”) and who have scored in aggregate minimum marks in accordance with Clause 2.2.2 hereof would be opened and evaluated for the purpose of identifying the Selected Bidder.
- 1.2.3 Any addenda issued subsequent to this RFP, but on or before the Bid Due Date, will be deemed to form part of the Bidding Documents.
- 1.2.4 The Bid shall be valid for a period of not less than 240 (Two hundred and forty) days from the Bid Due Date. In terms of the RFP, a Bidder is required to deposit, along with its Bid, a bid security equivalent to the amount specified in serial number 5 of the Data Sheet as the Bid Security (“**Bid Security**”). The Bid Security will be refundable, not later than 90 (Ninety) 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 to provide Bid Security in the form of a Bank Guarantee in format set out in Annexure E in favor of “**Gujarat Biotechnology Research Centre**” payable at Gandhinagar acceptable to the Authority, and the validity period of the Bank Guarantee, shall not be less than 180 (one eighty) inclusive of claim period of 90 (Ninety) days from the Bid Due Date, 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 The Bidders are invited to examine the proposed Site for the Main Building at Gandhinagar (“**Site**”) and to carry out, at their cost, such studies, the site conditions, demand, 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 and

as may be required for submitting their respective Bids for award of the Project and for carrying out the works and obligations, in accordance with the terms and conditions of the Contract.

- 1.2.6 Any queries or request for additional information concerning this RFP shall be submitted in writing or by fax or e-mail to the officer designated in the Data Sheet.
- 1.2.7 The pre-bid queries should be submitted in the format specified below to be considered for response and they should be submitted in MS-Excel format. Pre-bid queries not submitted in the prescribed format may not be responded to.

S. N.	Page No.	Part of RFP	Clause No.	Text provided in RFP	Clarification sought with justification, if any
1.	[●]	[●]	[●]	[●]	[●]
2.	[●]	[●]	[●]	[●]	[●]
...

It is preferred that the queries should be sent to the Authority at least 2 (two) business days before the scheduled pre-bid conference. The envelopes or/and email /fax/ communication shall clearly bear the following identification/ title:

“Queries/Request for Additional Information: RFP for Appointment of Construction and Maintenance Agency for the Main Building of GBRC at Gandhinagar”

1.3 Schedule of Bidding Process

- 1.3.1 The Authority shall receive Bids for selection of the Selected Bidder(s) pursuant to and in accordance with the terms set forth in the RFP and other documents to be provided by the Authority pursuant to this RFP, as modified, altered, amended and clarified from time to time by the Authority (collectively the **“Bidding Documents”**). Any addenda issued subsequent to the issuance of this RFP, but before the Bid Due Date, will be deemed to form part of the Bidding Documents. All Bids shall be prepared and submitted in accordance with such terms on or before the time on the date specified in this RFP for submission of Bids by the Bid Due Date.

The Authority shall endeavor to adhere to the following schedule. However, the Authority may, at its own discretion, revise or extend any of the timelines set out in this schedule.

Event Description	Date
Issue of Bidding Documents	15/07/2023
Date of Pre-bid Meeting-1	26/07/2023 at 15:00 hours IST
Last Date for receiving pre-bid queries	29/07/2023
Date of Pre-bid Meeting-2	To be announced later
Due Date for submission of Financial Bid and Technical Bid (Online)	23/08/2023 at 18:00 hours IST
Due Date for submission of Technical Bid (Hard Copy)	24/08/2023 at 18:00 hours IST
Opening of Technical Bids	To be announced later
Date of Technical Presentation	To be announced later
Opening of Financial Bid	To be announced later
Issue of LOA	To be announced later
Execution of Contract	To be announced later

2. INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1 General terms of Bidding

- 2.1.1 For the purposes of this Project it is hereby clarified to the Bidders that no single entity Bidder shall submit more than 1 (one) Bid as a single entity Bidder for the Project, failing which such Bidder and its Bids shall be summarily rejected.
- 2.1.2 Unless the context otherwise requires, the terms not defined in this RFP, but defined in the Contract shall have the meaning assigned thereto in the Contract.
- 2.1.3 The Bidding Documents can be obtained from the addresses specified herein below. Alternatively, the document can also be downloaded from <https://nprocure.com>; and <https://gbrc.gujarat.gov.in/>.

Director, Gujarat Biotechnology Research Centre,
Department of Science & Technology Government of Gujarat,
Block-B & D, 6th floor, M. S. Building, Sector 11, Gandhinagar, Gujarat 3820112

For avoidance of doubt, it is clarified that the Bid shall be submitted on or before the Bid Due Date and time at the address specified in Clause 2.1.3 as per the details set out in [Clause 2.11]. The Bidder shall deposit a non-refundable tender document fee as specified in serial number 4 of the Data Sheet (the “**Document Fee**”) towards purchase of the RFP. The Document Fee shall be in the form of a demand draft issued by any Nationalized Bank or other bank specified in Government of Gujarat, GR No: EMD/4/2022/0002/DMO dated 20th May 2022 (and as amended from time to time), in favour of “**Gujarat Biotechnology Research Centre**” payable at Gandhinagar.

- 2.1.4 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the Contract shall have an overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Contract.
- 2.1.5 The Bid shall be furnished as per formats provided in Appendix-I of this RFP. The Bid shall include the following:

ANNEXURE A	:	Letter Comprising the Bid
ANNEXURE B	:	General Information of Bidder & Statement of the Legal Capacity
ANNEXURE C	:	Power of Attorney for Signing of Bid with Board Resolution/ Charter Document in favor of Executant
ANNEXURE D	:	Power of Attorney for Lead Member of Consortium
ANNEXURE E	:	Bid Security (Bank Guarantee)

ANNEXURE F	:	Joint Bidding Agreement
ANNEXURE G	:	Technical Capacity of Bidder
ANNEXURE H	:	Financial Capacity of Bidder
ANNEXURE I	:	Bid Checklist

- 2.1.6 The Financial Bid for a Project should be submitted on the <https://nprocure.com>, (“**e-Procurement Portal**”) only as per the format specified therein. The format provided at Appendix-II is for illustrative purposes only. In the event of any difference between figures and words, the amount indicated in words shall be taken into account. Any physical submission of the financial bids will be summarily rejected.
- 2.1.7 The Bidder shall deposit a Bid Security in accordance with the provisions of this RFP. The Bidder has to provide the Bid Security in the form of a Bank Guarantee, acceptable to the Authority, as per format set forth in Annexure E of Appendix-I.
- 2.1.8 The validity period of the Bank Guarantee shall not be less than 180 (one eighty) inclusive of claim period of 90 (Ninety) days from the Bid Due Date and may be extended as may be mutually agreed between the Authority and Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.
- 2.1.9 The Bidder should submit a Power of Attorney as per the format set forth in Annexure C of Appendix-I, duly supported with extracts of the charter document or board resolution, in favour of executant authorising the signatory of the Bid to commit the Bidder.
- 2.1.10 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 2.1.11 All communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
- 2.1.12 The Bidding Documents including this RFP and all attached documents are and shall remain the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.1.12 shall also apply *mutatis mutandis* to Bids and all other documents submitted by the Bidders, and the Authority will not return any Bid or any information provided along therewith.
- 2.1.13 A Bidder shall not have a conflict of interest, as more specifically described below, (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be. The Bidder acknowledges and agrees such forfeiture and appropriation of the Bid

Security or Performance Security (as the case may be) is reasonable and represents the mutually agreed genuine pre-estimated loss and damages likely to be suffered and incurred by the Authority and not by way of penalty for, *inter alia*, the time, cost and effort of the Authority, including consideration of such Bidder's proposal ("**Damages**"). The Bidder acknowledges and agrees that such forfeiture and appropriation of the Bid Security or Performance Security (as the case may be) is without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process, if:

- a) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this qualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof or any shareholder thereof having a shareholding is not more than 25% (twenty five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be, in the other Bidder(s), its Member or Associate is not more than 25% (twenty five per cent) of the paid up and subscribed equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 2(72) of the Companies Act, 2013. For the purposes of this Clause 2.1.13, 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% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or
- b) a constituent of such Bidder is also a constituent of another Bidder; or
- c) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or Associate; or
- d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or

- e) such Bidder or any Associate thereof has a relationship with another Bidder or any Associate thereof, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Bid of either or each of the other Bidder; or
- f) such Bidder has participated as a consultant or sub-consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

Explanation:

For the purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under common control with such Bidder (the "Associate"). 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 share capital of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person, whether by operation of law or by contract or otherwise. It is clarified that a certificate from a statutory auditor who audits the book of accounts of a Bidder shall be provided to demonstrate that a person is an Associate of the Bidder.

- 2.1.14 Any award of the Project shall be subject to the terms of Bidding Documents.
- 2.1.15 A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Contract. In the event any such adviser is engaged by the Selected Bidder or Contractor, as the case may be, after issue of the LOA or execution of the Contract for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Contract and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have thereunder or otherwise, the LOA or the Contract, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Contractor for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated prior to the Bid 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.
- 2.1.16 This RFP is not transferable.
- 2.1.17 The Selected Bidder shall conduct a ground breaking ceremony within 10 days (or any other date as agreed by the Authority) from the date of issuance of Letter of Award by

the Authority. Cost of such ceremony shall be borne by the Selected Bidder.

2.2 Eligibility of Bidders

2.2.1 For determining the eligibility of Bidders for their technical qualification hereunder, the following shall apply:

- (a) The Bidder for qualification may be a Sole Bidder or a group of entities (the “**Consortium**”), coming together to implement the relevant Project. The maximum members in a consortium will be limited to 2 (Two).
- (b) A Bidder may be a company registered in India under the Companies Act or incorporated outside India under relevant laws of incorporation under country of its origin, or a society registered under Society Registration Act, 1860 or any other Indian law for registration of societies or a registered trust under Indian Trusts Act, 1882 or any other law for registration of public trusts in India or a natural person(s) or a sole proprietorship or partnership firm or a firm incorporated under relevant Acts/laws either outside or within India or any combination of the above (with a formal intent to form a Consortium, meeting the requirements set out in this RFP). The bidder shall submit incorporation documents in support along with the technical proposal.
- (c) While, only entities registered/ incorporated in India are permitted to submit bid for the Project. It is clarified that as mandated under the Order (Public Procurement No. 1) dated 23rd July 2020 issued by the Ministry of Finance, Department of Expenditure, Public Procurement Division, the Bidder shall not, unless registered with the Competent Authority under the aforesaid Order, be related to an entity in a country which shares a land border with India, in any of the following ways:
 - a. A subsidiary of an entity incorporated, established or registered in such a country; or
 - b. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - c. An entity whose beneficial owner is situated in such a country; or
 - d. An Indian (or other) agent of such an entity; “agent” for the purposes of this RFP shall mean a person employed to do any act for another, or to represent another in dealings with third person.
 - e. natural person who is a citizen of such a country

The “beneficial owner” for the purpose of (c) above shall mean,

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 persons, has a controlling ownership interest or who exercises control through other means. Where no natural person is identified,

the beneficial owner is the relevant natural person who holds the position of senior managing official.

Explanation –

- a. “Controlling ownership interest” means ownership of or entitlement to more than 25% (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

Provided further that the Selected bidder shall not be allowed to sub-contract 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. It is however clarified that, as mentioned in Annexure B of the aforesaid Order, the restriction contained in this clause will not apply in respect of those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. The updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given on the website of the Ministry of External Affairs.

“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.

2.2.2 Pre-Qualification for Bidder - Evaluation Criteria

Technical & Financial Capacity: For demonstrating technical capacity, the Bidder shall need to fulfill the undermentioned minimum eligibility criteria (“**Minimum Eligibility Criteria**”):

- (i) The Bidder can be a single legal entity or a consortium of maximum of 2 (Two) members.
- (ii) If the Bidder is a single legal entity or a consortium, then it must meet the following criteria either individually or collectively, as the case may be, referred to as "**Technical Capacity**":
 - a) it has experience of having completed at least 1 (One) Eligible **Building Infrastructure Assignments** in the last 10 (Ten) years preceding the Bid Due Date as the contractor for construction of the Project, having total project cost of each such assignment being at least 80% of Estimated Cost of Project.

Or

it has experience of having completed at least 2 (Two) Eligible Building Infrastructure assignments in the last 10 (Ten) years preceding the Bid Due Date as the contractor for construction of the Project, having total project cost of each such assignment being at least 50% of Estimated Cost of Project.

Or

it has experience of having completed at least 3 (Three) Eligible Building Infrastructure assignments in the last 10 (Ten) years preceding the Bid Due Date as the contractor for construction of the Project, having total project cost of each such assignment being at least 40% of Estimated Cost of Project.

And

- b) it has experience of completing construction (including MEPF and Finishing works) of at least 1 (one) Good Manufacturing Practices (GMP)/ Good Laboratory Practices (GLP) compliant/ certified NABL Accredited Biotech laboratories or Biotechnology Research & Development Centre or Biotech facilities or DBT approved research institutes with total value of executed works not less than INR 75 Crore (Rupees Seventy-Five crore only) in last 10 (ten) years preceding the Bid Due Date.

For the purpose of the RFP, **Building Infrastructure Assignment** shall mean Projects involving construction including MEPPF and Finishing works for any building infrastructure project. It is clarified that building infrastructure project for the purposes of this RFP shall not mean residential, industrial, roads, bridges, dams and transmission tower projects.

Experience of ongoing projects against in this criterion would also be considered, provided in such projects the minimum threshold value of works as per the qualifying criteria must be completed by the bidder and bidder submits the relevant documentary evidence for the same.

For the purpose of this RFP, Estimated Cost of Project (“**ECP**”) is INR 83.8 cr. (INR Eighty-Three Crore and Eighty Lakhs) inclusive of GST including cost of construction and O&M for 3 (three) years.

The Bidder shall provide the documentary evidence in support of its credentials such as agreement copy/ work order / Letter of Award, and/or client certificate or statutory auditor’s certificate or Chartered Accountant’s certificate, as the case may, be for demonstrating the Technical Capacity. Such documentary evidence shall be duly signed by the authorized signatory of the Bidder.

(iii) If the Bidder is a single legal entity or a consortium, then it must meet the following criteria either individually or collectively:

- (d) the Bidder must have an average annual Turnover greater than INR 100 Crore (Rupees One Hundred Crores only) for the last 3 (three) financial years preceding the bid due date. This must be certified by statutory auditor/CA. In case the annual accounts for the latest financial year are not audited, the Bidder shall provide an undertaking duly signed by SA/CA to this effect, and shall submit Turn Over credentials for the financial year preceding the latest financial year for which the Turnover is not audited and therefore not being provided

And

- (e) Bidder to have positive net-worth on the latest financial year preceding the bid due date.

The Bid must be accompanied by the audited annual reports of the Bidder for the last 3 financial year preceding the Bid Due Date.

- (d) and (e) are collectively referred to as "**Financial Capacity**".

- (iv) The Bidder shall provide documentary evidence by way of Statutory Auditor’s /Chartered Accountant’s certificate for demonstrating the Financial Capacity. Such documentary evidence shall be duly signed by the authorized signatory of the single Bidder or a Member of the Consortium (whose credentials were taken into consideration for the purposes of technical qualification under and in accordance with the RFP), as the case may be.

For the purposes of this RFP, Turn Over means:

- i. in case the Bidder is a company - the aggregate value of the realization of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company during a financial year. For avoidance of doubt, it is clarified that it shall not include interest earned from financial instruments.
- ii. in case the Bidder is a society or a trust: is the gross receipts which includes donations from individuals and corporations, support from government agencies, income from activities related to the organization's mission, and income from fundraising activities, membership dues, and financial investments such as stock shares in companies.

Technical Score: The Bidders shall be provided Score based on their Technical Capacity, Financial Capacity and Technical Presentation. The Bidders shall be awarded marks out of 100 marks on the following criteria.

The Bidder shall be required to score in aggregate at least 70 Marks (“**Minimum Technical Score**”), pursuant to marks scored basis its Technical Bid submissions and its Technical Presentation, in accordance with terms hereof.

In the event, the number of such Qualified Bidders is less than two, the Authority may, in its sole discretion, pre-qualify the Bidder(s) whose Technical Score is less than 70 (Seventy) provided that in such an event, the total number of Qualified Bidders shall not exceed two.

The Bidders meeting the Minimum Eligibility Criteria shall be provided Technical Score based on their Technical Bid as mentioned below-

S No	Technical Score: Total 100 Marks		
	Criteria	Maximum Marks	Evaluation Details

1.	<p>Average Annual Turnover (INR 100 Crores & above) of the Bidder in the last three financial years preceding the Bid Due Date. This shall be arrived based on the certificate from the duly certified by statutory auditor/CA (refer format in Annexure H).</p>	10	<ul style="list-style-type: none"> • Bidders with the average Annual Turnover, $T \geq 500$ Crore: 10 marks • Bidders with the average Annual Turnover, $300 \text{ Crore} \leq T < 500$ Crore: 7.5 marks • Bidders with the average Annual Turnover, $100 \text{ Crore} \leq T < 300$ Crore: 5 marks
2.	<p>Experience of having completed Eligible Building Infrastructure assignments in the last 10 (ten) years preceding the Bid Due Date as the contractor for construction of the Project.</p>	25	<ul style="list-style-type: none"> • Bidder meeting the minimum eligibility criteria under a) in Technical Capacity- 15 marks • Each additional eligible assignment (at least 80% of Estimated Cost of Project)- 5 marks, subject to a maximum of 10 marks • Each additional eligible assignment (at least 50% of Estimated Cost of Project)- 2.5 marks, subject to a maximum of 10 marks • Each additional eligible assignment (at least 40% of Estimated Cost of Project)- 2 marks, subject to a maximum of 10 marks • The score under this category cannot exceed a total of 25 marks
3.	<p>Experience of completing construction of at least 1 (one) Good Manufacturing Practices (GMP)/ Good Laboratory Practices (GLP) compliant/ certified NABL Accredited Biotech laboratories and/or Biotechnology Research & Development Centre and/or Biotech facilities and/or DBT approved research institutes with total value of executed works not less than INR 80 Crore (Rupees Forty crore only) in last</p>	25	<ul style="list-style-type: none"> • Bidder with one Eligible Assignment- 15 marks • Each additional assignment- 5 marks, subject to a maximum of 10 marks • The score under this category cannot exceed a total of 25 marks

	10 (ten) years preceding the Bid Due Date		
4.	Technical Presentation to be made and shown at a date and time as informed by Authority	40	<p>The presentation by the Bidder will be evaluated as under-</p> <p>a. Understanding of the Project – 10 marks</p> <ul style="list-style-type: none"> ▪ Understanding of the project scope, requirements, and nature of work ▪ Understanding the constraints and challenges ▪ Learning from similar experiences <p>b. Approach for Building Construction & Execution – 15 marks</p> <ul style="list-style-type: none"> ▪ Past experiences in Building Construction of similar nature ▪ Execution strategy & management approach ▪ Material quality & durability ▪ Work schedule and block cost <p>c. Operations & Maintenance Strategy – 15 marks</p> <ul style="list-style-type: none"> ▪ Approach for smooth operations & maintenance ▪ Future upgradation

In computing the Technical & Financial Capacity and Technical score of the Bidder/ Consortium Members under Clause 2.2.2, the Technical & Financial Capacity and experience proof of their respective Associates would also be eligible hereunder.

2.2.3 In case the Bidder is a Consortium, it should comply with the following additional requirements:

- (a) Bid should contain the information required for each Member of the Consortium, provided number of members of Consortium should not exceed 2 (two). None of the members in a Consortium should be under any sort of ineligibility under the Bid documents;
- (b) The Bid should contain the information required for each member of the Consortium;
- (c) Members of the Consortium shall nominate 1 (one) member as the lead member (“**Lead Member**”);
- (d) The nomination of the Lead Member shall be supported by a Power of Attorney,

as per the format set forth in Annexure D of Appendix-I, signed by all the other members of the Consortium;

- (e) The parties to a Consortium shall be jointly and severally liable if awarded to the Consortium;
- (f) The Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and operation & maintenance obligations; and
- (g) Members of the Consortium shall enter into a binding Joint Bidding Agreement (the “**Joint Bidding Agreement**”) for the purpose of submitting the Bid. The Joint Bidding Agreement shall, inter alia convey the intent to enter into the CMC and subsequently carry out all the responsibilities as contractor in terms of the CMC, in case any Project is awarded to the Sole Bidder or the Consortium;
- (h) except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of the Authority.

(Note: A copy of the Joint Bidding Agreement should be submitted along with the Bid. The Joint Bidding Agreement entered into between the members of the Consortium should be specific to the Project and should fulfill the above requirements, failing which the Bid shall be considered non-responsive.)

2.2.4 Any entity which has been barred by the Central/ State Government, or any other government institution in India, for any reason, from participating in any project, and the bar subsists as on the date of the Bid, would not be eligible to submit the Bid.

2.2.5 The Bid must be accompanied by the audited annual reports of the Bidder (including each member of consortium) for the latest financial year preceding the Bid Due Date. The Bidder shall enclose in its Bid, as per the format set forth in Annexure H of Appendix-I, complete with its Annexes, the certificate(s) from its statutory auditors specifying the Turnover and Net Worth of the Bidder as specified in Clause 2.2.2 and also specifying that the methodology adopted for calculating such Net Worth conforms to the provisions of Clause 2.2.2.

In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the audited financial statements for the financial year preceding the latest financial year for which the audited annual report is not being provided.

2.2.6 No change in the composition of the Consortium is allowed subsequent to the submission of the Bid during the Bidding Process or in case of the Selected Bidder during the Term of the Project, otherwise the bid shall be disqualified and Bid Security or Performance Security or Performance Guarantee as the case may be, shall be forfeited.

2.3 For any other form of Bidder, than those specified under Clause 2.2, appropriate calculation methods shall be defined by the Authority prior to commencement of

evaluation of Technical and Financial Capacity.

2.4 Cost of Bidding

2.4.1 The Bidders shall be responsible for all of the costs associated with the preparation of their Bids 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 Sites visit and verification of information

2.5.1 Bidders are encouraged to submit their respective Bids after visiting the Site and ascertaining for themselves the conditions, location, surroundings, Applicable Laws, applicable permits and regulations, and any other matter considered relevant by them for submitting their Bids in response to the RFP.

2.5.2 It shall be deemed that by submitting a Bid, the Bidder has:

- a) made a complete and careful examination of the Bidding Documents;
- b) received all relevant information requested from the Authority;
- c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.5.1 above;
- d) satisfied itself about all matters, things and information including matters referred to in Clause 2.5.1 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
- e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Contract;
- f) agreed to be bound by the undertakings provided by it under and in terms hereof.

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

2.6 Right to accept and to reject any or all Bids

2.6.1 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack

of such verification by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

2.6.2 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and / or reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

2.6.3 The Authority reserves the right to reject any Bid and appropriate the Bid Security if, at any time, a material misrepresentation is made or uncovered or the Bidder does not provide, within the time specified by the Authority, supplemental information sought by the Authority for evaluation of the Bid. Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium shall be disqualified / rejected. If such disqualification / rejection occurs after the Bids have been opened and the First Ranked Bidder gets disqualified / rejected, then the Authority reserves the right to:

- (a) to choose the Selected Bidder in accordance with Clause 3.3.5 and 3.3.6; or
- (b) take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

2.6.4 In case it is found during the evaluation or at any time after selection of Qualified Bidders or Selected Bidders or before/after signing of the Contract or after its execution and during the period of subsistence thereof, one or more of the Minimum Eligibility Criteria have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith, notwithstanding anything to the contrary contained therein or in this RFP, in the Bidding Documents and the Contract (if executed) shall be liable to be terminated, by a communication in writing by the Authority to the Bidder, without the Authority being liable in any manner whatsoever to the Bidder or Selected Bidder, as the case may be. In such an event, the Authority shall have a right to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as compensation and Damages payable to the Authority for, *inter alia*, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

B. DOCUMENTS

2.7.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addendum issued in accordance with Clause 2.9. The Contract set out in Volume II as part of the Bid Documents shall be deemed to be part of this RFP.

Invitation for Bids

Section 1. Introduction

- Section 2. Instructions to Bidders
- Section 3. Evaluation of Bids
- Section 4. Fraud and Corrupt Practices
- Section 5. Pre-Bid Conference
- Section 6. Miscellaneous

Appendices

I. Formats for Technical Bid

- ANNEXURE A. Letter comprising the Bid
- ANNEXURE B. General Information of Bidder & Statement of the Legal Capacity
- ANNEXURE C. Power of Attorney for Signing of Bid
- ANNEXURE D. Power of Attorney for Lead Member of Consortium
- ANNEXURE E. Bid Security (Bank Guarantee)
- ANNEXURE F. Joint Bidding Agreement
- ANNEXURE G. Technical Capacity of Bidder
- ANNEXURE H. Financial Capacity of Bidder
- ANNEXURE I. Bid Checklist

II. Format for Financial Bid (to be submitted online)

2.8 Clarifications

- 2.8.1 Bidders requiring any clarification on the Bidding Documents including the RFP may notify the Authority in writing or by fax and e-mail in accordance with Clause 1.2.7. They should send in their queries before the date mentioned in the schedule of Bidding Process specified in Clause 1.3. The Authority shall endeavor to respond to the queries within the period specified therein, but no later than 5 (five) days prior to the Bid Due Date. The responses will be uploaded on e-procurement portal and official website of the authority.
- 2.8.2 The Authority shall endeavor to respond to the questions raised or clarifications sought by the Bidders. 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.
- 2.8.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

2.9 Amendment of RFP

- 2.9.1 At any time prior to the deadline for submission of Bids, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder,

modify the RFP by the issuance of an addendum (“**Addendum**”).

2.9.2 Any Addendum issued hereunder will be sent in writing to all the Bidders.

2.9.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, at its own discretion, extend the Bid Due Date.

C. PREPARATION AND SUBMISSION OF BIDS

2.10 Format and Signing of Bid

2.10.1 The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects.

2.10.2 The Bid shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page, in blue ink. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid.

2.11 Sealing and Marking of Bids

2.11.1 The Bidder shall submit the Technical Bid (original) in the formats specified under Appendix-I, and seal it in an envelope and mark the envelope as “TECHNICAL BID”. The Technical Bid shall include:

- a. Letter comprising the Bid (Appendix – I - **ANNEXURE A**);
- b. General Information of Bidder and Statement of the Legal Capacity (Appendix – I - **ANNEXURE B**);
- c. Power of Attorney for signing of Bid in the prescribed format (Appendix – I - **ANNEXURE C**) supported with board resolution / charter document in favour of executant;
- d. If applicable, the Power of Attorney for Lead Member of Consortium (Appendix – I - **ANNEXURE D**);
- e. Bid Security (Appendix – I - **ANNEXURE E**);
- f. Joint Bidding Agreement (in case of Consortium) (Appendix – I - **ANNEXURE F**);
- g. Technical Capacity of the Bidder (Appendix – I - **ANNEXURE G**);
- h. Financial Capacity of the Bidder (Appendix – I - **ANNEXURE H**);
- i. Bid Checklist (Appendix – I - **ANNEXURE I**);
- j. A copy of the Contract with each page initialed by the person signing the Bid in pursuance of the Power of Attorney referred to in Clause (c) hereinabove.
- k. All Addendum, Corrigendum and responses to Pre-Bid Queries published by the Authority with each page initialed by the person signing the Bid in pursuance of the Power of Attorney referred to in Clause (c) hereinabove.

2.11.2 The Bidder shall submit the Financial Bid through e-Procurement portal for the Project in the format specified in Appendix – II.

2.11.3 Intentionally Left Blank

2.11.4 The envelope specified in Clauses 22.11.1 shall be sealed. All the envelopes shall clearly bear the following identification:

“Bid for Construction and Maintenance Agency for Main Building of GBRC at Gandhinagar” and shall clearly indicate the name and address of the Bidder.

2.11.5 The envelope shall be addressed to the address mentioned in Clause 2.1.3 of the RFP.

2.11.6 If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted.

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

2.12 Bid Due Date and Time

2.12.1 Bids should be submitted on or before the time specified in Clause 1.3 on or before the Bid Due Date at the address and website provided in Clause 2.1.3 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified at Clause 2.1.3.

2.12.2 The Authority may, in its sole discretion, extend the Bid Due Date and specified time by issuing an Addendum in accordance with Clause 2.9 uniformly for all Bidders.

2.13 Late Bids

Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected and returned unopened.

2.14 Contents of the Bid

2.14.1 The Technical Bid for the Project shall be furnished in the formats provided under Appendix– I in both online and hard copy as per Clause 2.11.

2.14.2 The Financial Bid shall be submitted through e-procurement portal in the format at Appendix – II. The Bidder shall specify (in INR) the amount payable to the Bidder by the Authority in accordance with this RFP and the provisions of the Draft Contract. The Contract Price must be provided in the Financial Bid through e-procurement portal.

2.14.3 Intentionally Left Blank

2.14.4 The opening of Bids and acceptance thereof shall be substantially in accordance with this RFP.

2.15 Modifications/ Substitution/ Withdrawal of Bids

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

the Bidder on or after the Bid Due Date.

- 2.15.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.11, with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.
- 2.15.3 Any alteration/ modification in the Bid or additional information supplied subsequent to the specified time on the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

2.16 Rejection of Bids

- 2.16.1 If any Bid received by the Authority is found not signed and/or sealed and/or hard bound and/or marked as stipulated in Clauses 2.10 and 2.11, and/or not accompanied by the Bid Security as specified in Clause 1.2.4, it may be summarily rejected.
- 2.16.2 Notwithstanding anything contained in this RFP, the Authority reserves the right to reject any Bid and to annul Bidding Process and to reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reason whatsoever. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite fresh Bids hereunder.
- 2.16.3 The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

2.17 Validity of Bids

The Bids shall be valid for a period of not less than 240 (Two hundred and forty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

2.18 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the Bidding 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 the Bid, 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 Correspondence with the Bidder

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

D. BID SECURITY

2.20 Bid Security

- 2.20.1 The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clauses 1.2.4 in the form of a bank guarantee issued by any Nationalized Bank or other bank specified in Government of Gujarat, GR No: EMD/4/2022/0002/DMO dated 20th May, 2022 (and as amended from time to time), payable at Gandhinagar in favour of the Authority in the format set forth in Annexure E of Appendix –I (the “**Bank Guarantee**”) and having a validity period of the Bank Guarantee, shall not be less than 180 (one eighty) inclusive of claim period of 90 (Ninety) days from the Bid Due Date, 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. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalized bank in India is required. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.
- 2.20.2 The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.
- 2.20.3 Save as provided in Clause 1.2.4 above, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on selection of the Selected Bidder(s) or when the Bidding process is cancelled by the Authority.
- 2.20.4 The Selected Bidder(s)’ Bid Security will be returned, without any interest, upon the Bidder signing the Contract and furnishing the Performance Security in accordance with the provisions thereof. The Authority may, at the Selected Bidder(s)’ option, adjust the amount of Bid Security in the amount of Performance Security to be provided by him in accordance with the provisions of the Contract.
- 2.20.5 The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages *inter alia* in any of the events specified in Clause 2.20.6 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the Bid validity period. No relaxation of any kind on Bid Security shall be given to any Bidder.
- 2.20.6 The Bid Security shall be forfeited and appropriated by the Authority as Damages without prejudice to any other right or remedy that may be available to the Authority

under the Bidding Documents and/or the Contract, or otherwise, under the following conditions:

- (a) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;
- (b) If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by the Bidder from time to time;
- (c) In the case of Selected Bidder, if it fails within the specified time limit -
 - (i) To sign the Letter of Award;
 - (ii) Sign the Contract; or
 - (iii) To furnish the Performance Security within the period prescribed thereof in the Contract;
- (d) In case the Selected Bidder, having signed the Contract, commits any breach thereof prior to furnishing the Performance Security.

2.20.7 The Bid Security of Bidders whose Bid is rejected on account of not meeting the Eligibility Criteria will be returned/refunded within a period of 60 (sixty) days from the date of intimating the rejection of the proposal by Authority to the Bidder.

3. EVALUATION OF BIDS

3.1 Opening and Evaluation of Bids

- 3.1.1 The Authority shall open the Technical Bid at the prescribed time in Clause 1.3, at the office of the following authority and record the names of the Bidders from whom Bids are received

Name: Director, Gujarat Biotechnology Research Centre

Phone: 079-23258500

Email: info-gbrc@gujarat.gov.in

Address: Director, Gujarat Biotechnology Research Centre, Department of Science & Technology Government of Gujarat, Block-B & D, 6th floor, M. S. Building, Sector 11, Gandhinagar, Gujarat 382011

- 3.1.2 The Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in this Section 3.
- 3.1.3 To facilitate evaluation of Technical Bid, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Technical Bid. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. If a Bidder does not provide clarifications sought under this clause within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

3.2 Tests of responsiveness

- 3.2.1 As part of the evaluation of Technical Bids, the Authority shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:
- (a) it is received as per the format at Appendix – I;
 - (b) it is received by the Authority on or before the specified time on the Bid Due Date including any extension thereof pursuant to Clause 2.12.2;
 - (c) it is signed as stipulated in Clauses 2.10 and 2.11;
 - (d) it is accompanied by the Bid Security as specified in Clause 1.2.4;
 - (e) it is accompanied by the Power(s) of Attorney as specified in Clause 2.1.9 and and in the case of a Consortium, the Power of Attorney as specified in Clause 2.2.3 (c), as the case may be;

- (f) it does not contain any condition or qualification;
- (g) it is accompanied by the Joint Bidding Agreement (for Consortium), specific to the Project, as stipulated in this RFP; and
- (h) it is not non-responsive in terms hereof.

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

3.2.3 In case of foreign companies, a certificate from a qualified external auditor who audits the book of accounts of the Bidder or the Consortium 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 RFP.

3.3 Selection of Bidder

3.3.1 The Bidders considered as responsive in terms of Clause 3.2.1 and fulfilling the Minimum Eligibility Criteria as set forth in Clause 2.2.2 shall be further evaluated based on the evaluation criteria set forth in the RFP.

3.3.2 Financial Bids of only Qualified Bidders shall be considered for evaluation and shall be invited for the opening of Financial Bids. For avoidance of doubt it is clarified that the Bidder, must also meet the Minimum Technical Score as mentioned in Clause 2.2.2 to be considered as a Qualified Bidder, and to be eligible for opening and evaluation of Financial Bids in terms hereof.

3.3.3 The Authority shall select the Bidder through a Quality and Cost Based Selection (QCBS) process. Technical and Financial Bids shall be evaluated based on parameters specified in the RFP document. Based on the technical bid & presentations, technical and financial scores respectively shall be given to each Bidder. The Technical Score will be awarded as per the criteria given in Clause 2.2.2. Financial Bid will comprise of the total fee for the services. The bidder should quote a fixed price for the performance of their services and it should not be as a percentage of the overall project cost. The Bidder quoting the lowest aggregate fee will get the maximum financial score of 100 and financial scores of other Bidders shall be computed proportionately. 25% weightage shall be assigned to technical score and 75% weightage shall be assigned to the financial score. Total score shall be calculated as:

$$\text{Total Score} = 25\% \times \text{Technical Score} + 75\% \times \text{Financial Score}$$

Where Technical Score = $100 \times (\text{Bidder Technical Marks} / \text{Highest Technical Marks})$

Whereas Financial Score = $100 \times (\text{Lowest Financial Bid} / \text{Financial Bid})$

The Project will be awarded to the Bidder with highest Total Score (hereinafter referred

to as “**Selected Bidder**”).

- 3.3.4 The remaining Qualified Bidders shall be kept in reserve and the second ranked bidder i.e. Qualified Bidder scoring second highest Total Score (“**Second Ranked Bidder**”) may be declared as the Selected Bidder, in case the Selected Bidder withdraws or is not selected for reasons set out in the RFP. In the event that such Second Ranked Bidder withdraws or is not selected for any reason, the Authority may invite fresh Bids from all Qualified Bidders or annul the Bidding Process.
- 3.3.5 In the event that 2 (two) or more Qualified Bidders have the same overall Total Score (the “**Tie Bidders**”) for the Project, the Selected Bidder shall be identified as the bidder which has the higher Technical Score among the bids in the tie used. In case of further event that the Technical Score of two or more Qualified Bidders are the same, the Bidder with highest average annual turnover will be the Selected Bidder.
- 3.3.6 After selection, a Letter of Award (the “**LOA**”) shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder(s) to acknowledge the LOA, and the next eligible Bidder may be considered.
- 3.3.7 After acknowledgement of the LOA as aforesaid by the Selected Bidder(s), it shall execute the Contract within the period prescribed in Clause 1.3. The Selected Bidder(s) shall not be entitled to seek any deviations in the Contract.

3.4 Contacts during Bid Evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Contract. Notwithstanding anything to the contrary contained herein, or in the LOA or the Contract, the Authority shall reject a Bid, withdraw the LOA, or terminate the Contract, as the case may be, without being liable in any manner whatsoever to the Bidder or successful Bidder, as the case may be, if it determines that the Bidder or successful Bidder, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Contract, if a Bidder or contractor, as the case may be, 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, or after the issue of the LOA or the execution of the Contract, such Bidder or contractor shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or contractor, as the case may be, 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 practices, 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 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 1 (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);
 - 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 Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

5. PRE-BID CONFERENCE

- 5.1 Pre-bid conferences of the Bidders shall be convened at the designated date, time and place provided in the Data Sheet and Clause 1.3 of the RFP. A maximum of 3 (three) representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.
- 5.2 During the course of pre-bid conferences, the Bidders shall be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, at its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.
- 5.3 There would additionally be a site visit facilitated by the Authority. Interested Bidders must send an email to info-gbrc@gujarat.gov.in requesting the Authority to facilitate the site visit.
- 5.4 The Authority may also organize additional pre-bid meeting and site visits and the details regarding the same will be made available on the website of the Authority.
- 5.5 Bidders are encouraged to attend the Pre-Bid conferences in person, as a preferred mode over the webinars.

6 MISCELLANEOUS

- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Gandhinagar, Gujarat 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 Bidder in order to receive clarification or further information;
 - c) retain any information and/or evidence submitted to the Authority by, on behalf of, and/or in relation to any Bidder; or
 - d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.
- 6.3 It shall be deemed that by submitting the Bid, the Bidder 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, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

**APPENDIX – I:
FORMATS FOR TECHNICAL BID**

ANNEXURE A-LETTER COMPRISING THE BID

Dated:

To

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

Tel:

Fax:

Sub: *Bid for Appointment of Construction and Maintenance Agency for Main Building at Gandhinagar*

Dear Sir,

1. With reference to your RFP document dated *****, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the Project. The Bid is unconditional and unqualified.
2. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying such Bid for selection of the Contractor for the aforesaid Project, and we certify that all information provided in the Bid and in Appendix I and Appendix II is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as an Agency for the development and construction of 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 Bid.
5. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. We certify that in the last 3 (three) years, we/any of the Consortium Members 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 nor have had any contract terminated for breach on our part.

7. I/ We declare that:
 - a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority.
 - b) I/ We do not have any Conflict of Interest in accordance with Clause 2.1.13 of the RFP;
 - 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 RFP, 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 Authority, 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 RFP, 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 Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with the provisions of this RFP.
9. I/ We believe that we/ our Consortium/ proposed Consortium satisfy(ies) the Net Worth and Turnover criteria and meet(s) all the requirements as specified in this RFP.
10. I/ We declare that we/ any Member of the Consortium are/ is not disqualified or debarred from participating in this bidding process.
11. I/ We certify that in regard to matters other than security and integrity of the country, I/ we/any Member of the Consortium of any of our/their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
12. I/We further certify that in regard to matters relating to security and integrity of the country, I/ we/any Member of the Consortium or any of our/their Associates have not been charge-sheeted by any agency of the government/Authority or convicted by a Court of Law for any offence committed by us or by any of our Associates.
13. I/ We further certify that no investigation by a regulatory authority is pending either against us/any Member of 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.
15. 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 provisions of this RFP, we shall intimate the Authority of the same immediately.
 16. I/We undertake that the Statement of Legal Capacity as per format provided at Annexure – B of the RFP document, and duly signed, is enclosed. The Power of Attorney for Signing of Bid and the Power of Attorney for Lead Member of Consortium, as per format provided at Annexure C and D respectively of the RFP, are also enclosed.
 17. We acknowledge that our Consortium/ proposed Consortium is qualified on the basis of Technical Capacity and Financial Capacity of its Members. We further agree and acknowledge that the consortium members shall be jointly and severally responsible for the obligations contained in the Bidding Documents.
 18. I/We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of selection of the CMA under and in accordance with the RFP, I/We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the CMC, it would, notwithstanding anything to the contrary contained in the CMC, be deemed a breach thereof, and the CMC shall be liable to be terminated without the Authority/Authority being liable to us in any manner whatsoever.
 19. I/ We understand that the Selected Bidder shall be an existing {Company/ Trust/ Society/Firm/.....} incorporated under relevant laws of India or shall incorporate as such prior to the execution of the CMC.
 20. I/We hereby irrevocably waive any right 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 the Bidder, or in connection with the Bidding Process itself, in respect of the Project and the terms and implementation thereof.
 21. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Contract in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
 22. I/We have studied all the Bidding Documents carefully and also surveyed the sites. I/ We understand that except to the extent as expressly set forth in the Contract, I/ 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 it.

23. The Contract Price has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, Contract, our own estimates of costs call volumes and after a careful assessment of the Site and all the conditions that may affect the Contract Price and implementation of the Project.
24. The Bid Security in accordance with this RFP and in the form of a Bank Guarantee is attached.
25. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project / contract is not awarded to me/us or our Bid is not opened.
26. We, the Consortium Members agrees and undertakes to be jointly and severally liable for all the obligations of the Contractor under the CMC.
27. We have read the clause regarding restrictions on procurement from countries which share a land border with India and on sub-contracting to Contractors from such countries under the proviso to Clause 2.2.1(d) of the RFP; We certify that this Bidder is not related to any entity from such a country or, if in case it is so related, it has been registered with the Competent Authority as provided in Order (Public Procurement No. 1) dated 23rd July 2020 issued by the Ministry of Finance, Department of Expenditure Public Procurement Division and will not sub-contract any work to a Contractor from such countries unless such Contractor is registered with such Competent Authority. I/We hereby certify that this bidder fulfils all requirements in this regard as mentioned in this RFP and the aforesaid Order and is eligible to be considered. This shall be accompanied by, wherever applicable, evidence of valid registration by the Competent Authority, in the manner provided in the Order (Public Procurement No. 1) dated 23rd July 2020 issued by the Ministry of Finance, Department of Expenditure Public Procurement Division, which shall be attached along with this Letter Comprising the Bid, in order to demonstrate compliance with Clause 2.2.1 (d) of the RFP
28. I/We agree and undertake to abide by all the terms and conditions of the RFP.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP.

Yours faithfully,

Date: (Signature of the Authorised signatory)
Place: (Name and designation of the of the Authorised signatory)
signatory)

Name and seal of Bidder

ANNEXURE B
GENERAL INFORMATION OF BIDDER

1.
 - a) Name¹:
 - b) Country of incorporation:
 - c) Address of the {corporate headquarters and its branch office(s)/ registered office}, if any, in India:
 - d) Date of incorporation and/ or commencement of business:
2. Brief description of the {Company/Trust/ Society} including details of its main lines of business and proposed role and responsibilities in the Project:
3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:
4. Particulars of the Authorized Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) Fax 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 Joint Bidding Agreement, as envisaged in Clause 2.2.3(g) should be attached to the Bid.

¹ Relevant documents/ chartered documents/ constitutional documents related to incorporation/ partnership/ proprietorship nature of the company must be attached along with this Annexure as mentioned in Clause 2.2.1 (b)

- (c) Information regarding the role of each Member should be provided as per table below:

S. No.	Name of Member	Role*
1		
2		
3		

* The role of each Member, as may be determined by the Bidder, should be indicated.

- (d) The following information shall also be provided for **each Member** of the Consortium and/or Associate[†]:

Name of Bidder/ Member of Consortium:

No.	Criteria	Yes	No
1.	Has the Bidder/constituent of the Consortium/its Associate been barred by the {Central/State} Authority, or any other government institution in India, from participating in any project.		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Bid?		
3.	Has the Bidder/constituent of the Consortium/its Associate paid liquidated damages of more than 5% (five percent) of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the last 3 (three) years?		

6. A statement by the **Bidder and each of the Members** of its Consortium (where applicable) or any of their Associates disclosing material nonperformance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below. (Attach extra sheets, if necessary.)

7. Statement of Legal Capacity

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

Ref. Date:

To,

Dear Sir,

[†] Provide details of only those Associates whose technical capacity and Net Worth are to be evaluated

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 Bid 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 Bid. 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.

ANNEXURE C
POWER OF ATTORNEY FOR SIGNING OF BID
(Refer Clause 2.1.9)

Know all men by these presents, We, _____(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. _____/ Ms _____(Name), son/daughter/wife of _____and presently residing at _____, who is {presently employed with us and holding the position of _____,} as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for *Appointment of Construction Agency for construction of Main Building at Gandhinagar* (“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 bidders’ meetings and other conferences and providing information /responses to the Authority, representing us in all matters before the Authority, signing and execution of all documents 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 Project and/or upon award thereof to us and/or till the entering into of the Contract with the Authority or any entity representing the Authority.

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

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

For

.....

(Signature)

Witnesses:

(Name, Title and Address)

- 1.
- 2.

[Notarised]

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.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *Power of Attorney should be executed on a non-judicial stamp paper of appropriate value as relevant to the place of execution (if required under Applicable Laws).*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.*
- *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 competent authority of the issuing country.*

ANNEXURE D

POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM

(Refer Clause 2.1.9)

Whereas the Gujarat Biotechnology Research Centre, Government of Gujarat (“the Authority”) has invited bids for (“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 Proposal 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, M/s _____ having our registered office at _____ and M/s. _____, having our registered office at _____, {insert the respective names and addresses of the registered office} (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”) and 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 Project, 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 submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders’ meetings 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 Authority 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 CMC is entered into with the Authority.

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 20**.

For _____

(signature)
(Name & Title)

For _____

(signature)
(Name & Title)

For _____

(signature)
(Name & Title)

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

Witnesses:

[Notarized]

- 1.
- 2.

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 Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *Power of Attorney should be executed on a non-judicial stamp paper of appropriate value as relevant to the place of execution (if required under Applicable Laws).*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.*
- *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 competent authority of the issuing country.*

ANNEXURE E

FORMAT FOR BID SECURITY (BANK GUARANTEE)

(Refer Clauses 2.1.7 and 2.20.1)

(To be executed on Stamp paper of appropriate value)

B.G. No.

Dated:

In consideration of you, the Gujarat Biotechnology Research Centre, Government of Gujarat, having its office at Gandhinagar, Gujarat (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns) having agreed to receive the Bid of {a Company registered under the provisions of the Companies Act/a society registered under Society Registration Act, 1860 or any other Indian law for registration of societies/ a trust registered under the Indian Trusts Act, 1882 or any other Indian law for registration of public trust} and having its registered office at (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for..... (hereinafter referred to as the "Project") pursuant to the RFP Document dated ***** issued in respect of the Project and other related documents (hereinafter collectively referred to as "Bidding Documents"), we [Name of the Bank] having our registered office at _____ and one of its branches at _____ (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. (Rupeesonly) as bid security (hereinafter referred to as the "Bid Security") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

1. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
2. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including inter alia the failure of the Bidder to:
 - (a) keep its Bid valid and open during the Bid validity period, as set forth in the said Bidding Documents, for any reason whatsoever.
 - (b) sign the Letter of Award and/or the Contract, within the specified time limit;
 - (c) furnish the Performance Security within the period prescribed thereof in the Contract;

Any such demand made on the Bank shall be conclusive as regards amount due and

payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs..... (Rupees only).

3. This Guarantee shall be irrevocable and remain in full force for a period not less than 180 (one eighty) inclusive of claim period of 90 (Ninety) days from the Bid Due Date or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents. The decision of the Authority, that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority.
4. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
5. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
6. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
7. We undertake to make the payment on receipt of your notice of claim on us addressed to [*name of Bank along with branch address*] and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.
8. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.\
9. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.

10. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

Signed and Delivered by _____ Bank

By the hand of Mr./Ms. ____ ____, its _____ and authorized official.

(Signature of the Authorized Signatory)

(Official Seal)

ANNEXURE F
JOINT BIDDING AGREEMENT

(Refer Clause 2.2.3 (g))
(To be executed on Stamp paper of appropriate value)

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

AMONGST

1. {....., a company/society/trust incorporated/registered under the} 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. {....., a company/society/trust incorporated/registered under the} 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, Government of Gujarat (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 bids (the “**Bids**”) by its Request for Proposal dated(the “**RFP**”) for selection of bidders for” (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 RFP and other Bidding Documents in respect of the Project, and
- (C) It is a necessary condition under the RFP that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

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 RFP.

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 CMC with the Authority and for performing all its obligations in terms of the CMC for the Project.

4. Role of the Parties

The Parties hereby undertakes that 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 throughout the contract period.

The Lead Member M/s would be responsible for the following obligation in the CMC for the Project

-
-
-

The second member M/s would be responsible for the following obligation in the CMC for the Project (add one more member if applicable)

-
-
-

The Parties are together responsible for performing all its obligations in terms of the CMC for the Project.

5. Joint and Several Liability

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 RFP and the CMC.

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 organized, 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 authorized by all necessary and appropriate corporate or Authority 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 Associate/affiliates 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 CMC. However, in case the Consortium is either not declared as a Qualified Bidder by the Authority or does not get selected as the Selected Bidder for the Project, the Agreement will stand terminated upon return of the Bid Security by the Authority to the Bidder in terms of the Bidding Documents.

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
DELIVERED

For and on behalf of
LEAD MEMBER by:
(Signature)

(Name)
(Designation)
(Address)

SIGNED, SEALED AND

For and on behalf of
SECOND PART
(Signature)

(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of
THIRD PART(if applicable)
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 legalized 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.*

ANNEXURE G
TECHNICAL CAPACITY OF BIDDER
(Refer to Clause 2.2.2 of the RFP)

Form 1: Summary of Experience

The information regarding the relevant experience of the firm should be provided in the format below.

Name of Bidder:

Experience in: List down as per categories in Clause 2.2.2(ii) of the RFP	
Project Name:	Location of Project:
Project Brief (Narrative description of Project)	Current status of the Project
Description of actual Contract / services provided:	
Criteria under which experience is claimed as per Clause 2.2.2(ii) of the RFP	
Name of Client:	Address of Client:
	Contact phone number and e-mail of Client:
Start date (month/year):	Approximate value of Project / Services:
Completion date (month/year):	

Signature of Bidder/Lead Member

The Project Data Sheets should necessarily be accompanied with notarized certificates from clients for successful completion of Contract or certificate by Statutory Auditor or certificate by Chartered Accountant, and agreement copy/work order or Letter of Award, as proof of experience. The proof of the total Project cost, value of services offered, completion year and description of the services (including any specific experience sought) offered must be provided by the Bidder for consideration as a sufficient proof of experience. Projects without proof of experience shall not be considered for evaluation. In case the bidder is an entity from outside India then the completion certificate shall be in English duly notarized. Translated copy shall also be notarized.

For Conversion of US dollar to rupee the conversion rate shall be 1 USD = INR 82. For any other currency, it should be first converted to US dollar at the rate published by International Monetary fund on 31 March 2023 and the amount so derived in USD shall then be converted to Rupees at the aforesaid rate of 1 USD = INR 82.

ANNEXURE H
FINANCIAL CAPACITY OF BIDDER

(to be certified by the statutory auditor of Bidder/ along with the separate certificate of statutory auditor of respective Members/Associates of the Consortium)
(Refer to Clause 2.2.2 of the RFP)

Name of the Client: Gujarat Biotechnology Research Centre

Name of the Project: Appointment of Construction and Maintenance Agency for Main Building of GBRC at Gandhinagar, Gujarat

I. Turnover and Bid Capacity:

Bidder Type	Annual Turnover			(In INR Crore)
	As on 31 st March 20__**	31 st March 20__**	31 st March 20__**	Date of publication of the RFP
Single entity Bidder				
Consortium Member 1 (Lead Member)				
Consortium Member 2				
Consortium Member 3				

It is certified that the calculation of Bid Capacity and Turnover have been carried out as the formula presented in the Clause 2.2.2 of the RFP.

Name of the audit firm:

Seal of the audit firm

Date:

UDIN Number:

Instructions:

Note: Annual Turnover should be certified by the Chartered Accountant/ Statutory Auditor. In case the annual accounts for the latest financial year are not audited, the same shall be calculated for the financial year preceding the latest financial year for which the Turnover is not being provided. An undertaking by the CA to that extent to be provided.

1. The Bidder shall attach copies of the balance sheets, financial statements and Annual Reports in accordance with Clause 2.2.5 of the RFP. The financial statements shall:
 - a. reflect the financial situation of the Bidder;
 - 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).

Note:

** For conversion of US Dollars to INR, the rate of conversion shall be INR [82] 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 Bid Due Date, and the amount so derived in US Dollars shall be converted into INR 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.*

**ANNEXURE I
BID CHECKLIST**

S. No	Item	Checked by Bidder	Checked by Authority
1	Letter comprising the Bid (Appendix – I - ANNEXURE A);		
2	General Information of Bidder & Statement of the Legal Capacity (Appendix – I - ANNEXURE B)		
3	Power of Attorney for signing of Bid in the prescribed format (Appendix – I - ANNEXURE C) duly supported by a charter document or board resolution in favour of executant;		
4	If applicable, the Power of Attorney for Lead Member of Consortium in the prescribed format (Appendix – I - ANNEXURE D);		
5	Bid Security in the prescribed format (Appendix – I - ANNEXURE E);		
6	Joint Bidding Agreement (in case of Consortium) (Appendix – I - ANNEXURE F);		
7	Technical Capacity of the Bidder (Appendix – I - ANNEXURE G);		
8	Financial Capacity of the Bidder (Appendix – I - ANNEXURE H);		
9	A copy of the Contract with each page initialed by the person signing the Bid in pursuance of the Power of Attorney (along with all addendum, corrigendum and responses to Pre-Bid Queries published by the Authority with each page initialed by the person signing the Bid)		
10.	Copy of proof of payment of the Rs. _____ towards cost of the Bid Documents or DD of Rs. _____ in favour of “Gujarat Biotechnology Research Centre” payable at Gandhinagar.		

APPENDIX – II: FORMAT FOR FINANCIAL BID
Financial Proposal

(For indicative and illustrative purposes only- The Financial Proposal shall only be submitted on the excel sheet provided for such submission on the e-Procurement Portal)

Title	Contract Price (in figures) (in INR)	Contract Price (in words) (in INR)
Lump sum Fee for entire scope of works for the development and maintenance of Main Building of GBRC at Gandhinagar as per terms of the RFP (Excl. GST)	[***]	[***]
GST (to be paid at actuals)		
Contract Price with GST		

Note:

- 1. The Contract Price amount shall be specified in both figures and words.*
- 2. The Contract Price shall be exclusive of applicable GST, which shall be paid extra by the Authority as per the Contract but subject to income tax deduction at Source as per applicable laws. Other than GST, all other taxes and duties in view of execution of the services under this contract shall be the responsibility of the Bidder. The Authority will not be paying any additional amount in this regard.*
- 3. For conversion of US Dollars to Indian Rupees, the rate of conversion shall be INR 82 to a US Dollar*