

REQUEST FOR PROPOSAL

International Competitive Bidding

**Selection of Primary Engineering Consultant
for**

**Development of BSL-4 Greenfield Bio Containment Research
Laboratory with ABSL facility meeting all national and international
statuary and regulatory standards/guidelines of Gujarat
Biotechnology Research Centre (GBRC) at Gandhinagar**

Issued By:

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

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DISCLAIMER

The information contained in this Request for Proposals document (“**RFP**”) or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Applicants 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 Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals 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 Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

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

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant 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, reliability or completeness 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 in this Selection Process.

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

The issue of this RFP does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

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

GLOSSARY

Addendum/Amendment	As defined in Clause 2.11.1
Actual Project Cost	As defined in Clause 1.1.1
Agreement Value	As defined in Clause 6.1.2 of Schedule-2
Applicable Laws	As defined in Schedule-2
Applicant	As defined in Clause 2.1.1
Site	As defined in Clause 1.1.1
Associate	As defined in Clause 2.3.3
Authorised Representative	As defined in Clause 2.13.4
Authority	As defined in Clause 1.1.1
Bid Security	As defined in Clause 2.20.1
BSL-4 Greenfield Bio Containment Research Laboratory with ABSL facility	As defined in Clause 1.1.1
Conditions of Eligibility	As defined in Clause 2.2.1
Conflict of Interest	As defined in Clause 2.3.1
Consortium	As defined in Clause 2.1.1
Contract Fee	As defined in Clause 2.15.1
Documents	As defined in Clause 2.12
PEC	As defined in Clause 1.1.2
PEC Contract	As defined in Clause 1.1.2
e-Procurement Portal	As defined in Clause 1.4.1
Effective Date	As defined in Clause 2.1 of Schedule-2
Eligible Assignments	As defined in Clause 3.5
Eligible Construction Supervision Assignment	As defined in Clause 3.5 (b)
Eligible Design Assignment -Similar Facilities	As defined in Clause 3.5 (a)
Enclosures of Proposal	As defined in Clause 2.14.1
Estimated Project Cost	As defined in Clause 1.1.1
Financial Proposal	As defined in Clause 2.15.1
Form of PEC Contract	Form of PEC Contract as in Schedule-2
INR, Re, Rs.	Indian Rupee(s)

Joint Bidding Agreement	As defined in Clause 2.2.4
Milestone	As defined in Schedule-2
Key Personnel	As defined in Clause 2.1.4
Lead Member	As defined in Clause 2.1.1
LOA	Letter of Award As defined in Clause 2.28
Member	As defined in Clause 2.3.3 (a)
Personnel	As defined in Clause 1.1.1(dd) of Schedule-2
Professional Personnel	As defined in Clause 2.14.6
Prohibited Practices	As defined in Clause 4.1
Project	As defined in Clause 1.1.1
Proposal	As defined in Clause 1.2
Proposal Due Date or PDD	As defined in Clauses 1.5 and 1.8
RFP	As defined in Disclaimer
Selected Applicant	As defined in Clause 1.6
Selection Process	As defined in Clause 1.6
Services	As defined in Clause 1.1.1(ii) of Schedule-2
Sole Firm	As defined in Clause 2.1.1
Statutory Auditor	An Auditor appointed under Applicable Laws
Subject Person	As defined in Clause 2.2.3 (a)
Team Leader	As defined in Clause 2.1.4
Technical Proposal	As defined in Clause 2.14.1
Tender Document Fees	As defined in Clause 1.4.2
TOR	As defined in Clause 1.1.4
US\$	United States Dollar

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.

INVITATION FOR PROPOSALS

1. INTRODUCTION

1.1 Background

1.1.1 Government of Gujarat (GoG) through Department of Science & Technology represented by its independent body Gujarat Biotechnology Research Centre (also referred to as “**Authority**”) has decided to develop **Biosafety Level 4 (BSL-4) and Animal Biosafety level 4 (ABSL-4) facility, Biosafety level 3 (BSL-3) and Animal Biosafety level 3 (ABSL-3) facility and Biosafety level 2 (BSL-2) (also referred to as “BSL-4 Greenfield Bio Containment Research Laboratory with ABSL facility”)** meeting all national and international statutory and regulatory standards/guidelines of Gujarat Biotechnology Research Centre (GBRC) at Gandhinagar 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. The BSL-4 facility shall be conceptualized with features/ utilities/ units as follows but not limited to:

- Utility section: All equipment (Boilers, diesel tanks, pumps, steam supply system, Water for Injection (WFI), Purified Water, Generators, Air Compressors, Chillers, UPS) etc.
- Water systems (clean and general utilities) which includes raw water distribution including transfer of raw water from bore well pumps/municipal water supply water treatment, soft water generation and distribution, potable water generation and distribution, Purified water generation, Water for injection for generation, storage & distribution, raw and pure steam generation & distribution etc RO plant, EDI, PSG, water softening plant etc.
- Electrical section: Transformer, HT panel, LT panel including Transformer and HT yard equipment and cabling, DG set etc
- Refrigeration unit: Chillers, , cooling towers, pumps and chilled water distribution system
- Air Compressors-Equipment air compressor and breathing air compressor and distribution system
- HVAC: AHUs, HEPA filters, dampers, diffusers, BIBO, ducting, fans, fume exhaust fans , Hot water generation system

- Building Management System (BMS) , AHU monitoring and alarm system
- Primary Heat Based Effluent Treatment, Plant (ETP), Zero water discharge secondary effluent treatment plant
- Sewerage Treatment Plant (STP)
- Autoclaves, pass boxes both dynamic and static ones, formalin air lock, formalin pass box etc, Vaporized Hydrogen peroxide chambers, dunk tanks, gamma irradiation chamber
- Fire indication and detection, Firefighting system and Suppression system: nozzles, mist system etc
- Civil, Structural & Architectural
- Lifts and Under Ground and Over Head Tanks
- Roads Landscaping and electrically fenced compound wall
- Drainage and Rainwater Harvesting
- Cleanrooms
- Cleanroom Equipment & Lab Furniture
- Cold Rooms
- Communication systems & Surveillance
- Access Control
- Pest Control
- Rodent Control
- ICT
- Service Area (for HVAC & Utilities / Services)
- Lockers
- Incineration facility
- Gate and security/guard house
- Separate Capsule for BSL 4 , ABSL 4 ,BSL 3 ABSL 3 and BSL 2 facility
- All security system required for all above mentioned proposed facilities.
- Personal Protective Mechanism such as- Pressure suites, Normal and Chemical Shower rooms and PPE
- Separate warehouse/ storage facility for inflammables and acids
- Special manifold requirement and connectivity of gas cylinders for equipment operations

Site Location

The development of the Project is envisaged in the land at near Animal Vaccine Institute, Gandhinagar spread over an area of 14 acres (“**Site**”).



Figure 1: Tentative Location of the Proposed Site (near Animal Vaccine Institute)

The estimated project cost for establishment of the BSL-4 facility including the O&M cost of 5 years (“**Estimated Project Cost**”) as on the date of this proposal is approximately INR 225 Crores (*excluding GST*). The actual project cost may vary depending on the budget sanctioned and is subject to terms of the PEC Contract. The actual Project cost (“**Actual Project Cost**”) would be finalized upon the selection of the contractor (CMA) and award of works to the CMA in accordance with terms of relevant tender document.

- 1.1.2 In view of the proposed development, the Authority has decided to appoint a Primary Engineering Consultant (the “**PEC**”) Agency selected through a competitive bidding process. The Project would be implemented in accordance with the terms and conditions stated in the contract to be entered into between the Authority and the PEC (the “**PEC Contract**”). The PEC shall be responsible for (i) providing necessary technical inputs towards preparation of Detailed Project Report and conceptual design, Basic engineering documents for further appointment of Construction and Maintenance Agency; (ii) scrutinizing, vetting and providing recommendation for approval of the detailed design and engineering documents and specifications for all the components of the BSL-4 Facility, which shall be prepared and submitted by the Construction and Maintenance Agency; (iii) providing technical inputs and technical parameters to the “Construction and Maintenance Agency” to be appointed by the Authority for construction (including interiors, furniture (if any) and specialised lab components) and for operation and maintenance of the BSL-4 Facility. The safety, aesthetic and visual quality, utility and overall experience offered by the BSL-4 building facility to its users should be considered as prime concern for architectural design.

- 1.1.3 The development shall include building the BSL-4 facility with complete civil and structural works, MEPF and finishing works, interior works, landscaping works, supply, installation, testing and commissioning of objects/ lab setup/ instruments /collectibles /equipment / CCTV systems/ furniture and upgradation or transfer existing laboratory equipment (*if any*). Maintenance of the facility would include periodic maintenance of the Site, facilities management, cleanliness, reworks and repainting of the interiors, exteriors and equipment for a period of five years after the completion of construction. Access to the land for the development will be provided by the Authority for the Project.
- 1.1.4 The PEC Contract has been attached to this RFP in Schedule 2 and the detailed terms of reference (“**TOR**”) of the PEC has been specified in Annex I of Schedule 2.

1.2 Request for Proposals

The Authority hereby invites online proposals (the “**Proposals**”) for selection of the PEC. The Authority intends to select the PEC through an open competitive bidding process in accordance with the procedure set out herein.

1.3 Due diligence by Applicants

Applicants are encouraged to keep themselves fully informed about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority and the Project Site, sending written queries to the Authority, and attending a Pre-Bid Meeting on the date and time specified in Clause 1.10.

1.4 Sale of RFP Document

- 1.4.1 The RFP in its entirety will be available for download from the website <https://www.nprocure.com> (“**e-Procurement Portal**”) from the date mentioned in the Clause 1.8.
- 1.4.2 The Applicant shall pay to the Authority a non-refundable sum of INR 15,000 (Rupees Fifteen Thousand only) towards purchase of the RFP by way of Demand Draft in favour of “**Gujarat Biotechnology Research Centre**” payable at Gandhinagar (“**Tender Document Fees**”).

For the avoidance of doubt, it is clarified that no exemption from payment of Tender Document Fees is permitted. The original copy of the Demand Draft shall be submitted along with the Enclosures of Proposal as specified in Clause 2.14.1 and the scanned copy of the DD shall be uploaded along with the Technical Proposal on the e-Procurement Portal.

1.5 Validity of the Proposal

The Proposal shall be valid for a period of not less than 120 days from the Proposal Due Date (the “**PDD**”). The validity of the Proposals may be extended by mutual consent of the respective Applicants and the Authority.

1.6 Brief description of the Selection Process

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 e-Procurement Portal and undertake the final Proposal submission through the e-Procurement Portal. Proposals which are submitted on the e-Procurement Portal along with the hard copies as per clause 2.14 will be accepted by the Authority. It is further stated that the Financial Proposal must only be submitted through e-portal and no hard copies shall be accepted. The Applicant who shall submit the Financial Proposal in hard copies shall be summarily rejected. 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

Firstly, the Applications submitted by the Applicants shall be evaluated to determine whether the Applications fulfil the Minimum Eligibility Criteria prescribed in Clause 2.2.2 of this RFP (against each of the categories(s)). The Applicants whose Applications fulfil the Minimum Eligibility Criteria, will be further evaluated on the basis of the Technical Evaluation. Further those applicants whose Application fulfil the Technical Evaluation shall be declared as Shortlisted Applicant and will be further evaluated based on the Financial Proposal. The Applicant who obtains highest marks based on combined Technical Score and Financial Score, shall be declared as the selected Applicant (**the “Selected Applicant”**). Total Project Cost shall be cost of construction works and maintenance works for a duration of 5 (five) years post construction that would be awarded further to a Construction and Maintenance Agency through a competitive bidding process.

1.7 Currency conversion rate and payment

- 1.7.1 For the purposes of technical evaluation of Applicants, Rs. 75 (Rupees seventy-five) per US\$ shall be considered as the applicable currency conversion rate. In case of any other currency, the same shall first be converted to US\$ as on the date 60 (sixty) days prior to the Proposal Due Date, and the amount so derived in US\$ 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.
- 1.7.2 All payments to the PEC shall be made in INR in accordance with the provisions of this RFP. The PEC may convert INR into any foreign currency as per Applicable Laws and the exchange risk, if any, shall be borne by the PEC.

1.8 Schedule of Selection Process

The Authority would endeavour to adhere to the following schedule:

	Event Description	Date and Time
1.	Commencement of RFP download	02nd September, 2022
2.	Last date for receiving queries	17th September, 2022 by 1800 hours
3.	Pre-Bid Meeting	20th September, 2022 by 1500 hours
4.	Authority's response to queries	23rd September, 2022
5a	Proposal Due Date or PDD (for Online submission)	On or before 05th October, 2022 at 1800 hours
5b	Proposal Due Date or PDD (for hard copy submission)	On or before 7th October, 2022 at 1800 hours
6.	Opening of Technical Proposal	To be announced
7.	Date of Presentation	To be announced
8	Opening of Financial Proposal	To be announced
9.	Letter of Award (LOA)	To be intimated by Authority
10.	Signing of PEC Contract	To be intimated by Authority
11.	Validity of Proposals	120 days from Proposal Due Date

1.9 Pre-Proposal visit to the Site and inspection of data

Prospective Applicants may visit the Site and review the available data at any time prior to PDD. The Applicants are invited to examine the proposed Site for the Project and to carry out, at their cost, such studies as may be required for submitting their respective Proposals for award of the Project and for providing required services and carrying out obligations, in accordance with the terms and conditions of the PEC Contract. For this purpose, they will provide at least two days' notice to the nodal officer specified in Clause 1.11.

1.10 Pre-Bid Meeting

The date, time and venue of Pre-Bid Meeting shall be:

Date: As mentioned in Clause 1.8 above.

Time: As mentioned in Clause 1.8 above.

Venue:

Gujarat Biotechnology Research Centre (GBRC), Department of Science & Technology Government of Gujarat, Block-B & D, 6th floor, M. S. Building, Sector 11, Gandhinagar, Gujarat 382011, India.

1.11 Communications

- 1.11.1 Any queries or request for additional information concerning this RFP or prior to the Pre-Bid Meeting shall be submitted by e-mail to the officer mentioned in Clause 1.9 and as per the instructions provided in Clause 2.10. The communication details are as follows:

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

- 1.11.2 All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:

(a) *RFP Notice No. [***] for Selection of Primary Engineering Consultant for Development of **BSL-4 Greenfield Bio Containment Research Laboratory with ABSL facility meeting all national and international statutory and regulatory standards/guidelines of Gujarat Biotechnology Research Centre (GBRC) at Gandhinagar***

2. INSTRUCTIONS TO APPLICANTS

A. GENERAL

2.1 Scope of Proposal

2.1.1 Detailed description of the objectives, scope of services, deliverables and other requirements relating to this Project are specified in this RFP. In case an applicant firm possesses the requisite experience and capabilities required for undertaking the Services specified in the TOR in Annex A of Schedule 2, it may participate in the Selection Process either individually (the “**Sole Firm**”) or as lead member of a consortium (“**Consortium**”) of firms (the “**Lead Member**”) in response to this invitation. The term applicant (the “**Applicant**”) means the Sole Firm or the Lead Member, as the case may be. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP. The maximum number of members of consortium are restricted to 3 (three).

2.1.2 Applicants are advised that the selection of PEC shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority’s decisions are without any right of appeal whatsoever.

2.1.3 The Applicant shall submit its Proposal in the form and manner specified in this Section 2 of the RFP. The Technical proposal shall be submitted online in the e-Procurement Portal in the forms specified at Appendix-I and the Financial Proposal shall be submitted online in the e-Procurement Portal only. The only hard copy submissions shall be the Enclosures of Proposal specified in Clause 2.14. Upon selection, the Applicant shall be required to enter into the PEC Contract with the Authority in the form specified at Schedule-2.

2.1.4 Key Personnel

The Consultant shall have the following Key Personnel as part of their team for purpose of this Project. Consultant to deploy one (1) personnel at the office of Authority for the entire duration of the Contract (“Term”). Further, deployment of personnel at the site for the entire duration of the Contract (“Term”) would be as per Terms of Reference in Annex-1.

The Consultant's team of Key Personnel shall constitute the following experts:

S. No.	Key Personnel	Qualification & Experience	Deployment	
			Design Consultancy Phase	Construction Phase
1.	Team Leader	<ul style="list-style-type: none"> Post-Graduate in Mechanical Engineering with at least 10 years of overall experience providing design/engineering consultancy services for HVAC and other Mechanical systems for at least one number of BSL 3 facility. With experience in design/engineering of at least 2 numbers of BSL 3 facility 	<ul style="list-style-type: none"> Once a week or as and when required Shall be available for meetings as and when required by Authority 	<ul style="list-style-type: none"> Periodic visits to site, once in two month. Shall be available for meetings as and when required by Authority
2.	Structural Engineer	<ul style="list-style-type: none"> Post-Graduate in Structural Engineering with at least 10 years of overall experience providing structural design/engineering consultancy services for building construction projects With experience in design/engineering of at least 1 numbers of BSL 3 facility 	<ul style="list-style-type: none"> Once a week or as and when required Shall be available for meetings as and when required by Authority 	<ul style="list-style-type: none"> Periodic visits to site, once in a month and as and when required Shall be available for meetings as and when required by Authority
3.	Electronics & Instrumentation Engineer	<ul style="list-style-type: none"> Graduate in Electronics & Instrumentation Engineering with at least 8 years of experience in design/engineering of electronics & instrumentation systems 	<ul style="list-style-type: none"> Once a week or as and when required Shall be available for meetings as 	<ul style="list-style-type: none"> Periodic visits to site, once in a month and as and when required Shall be available for

		<ul style="list-style-type: none"> With experience in design/engineering of electronics and instrumentation systems and automation such as BMS for at least 1 numbers of BSL 3 facility 	and when required by Authority	meetings as and when required by Authority
4.	Electrical Engineer	<ul style="list-style-type: none"> Graduate in Electrical Engineering with at least 8 years of experience in design/engineering of HV and LV electrical systems for building construction projects 	<ul style="list-style-type: none"> Once a week or as and when required Shall be available for meetings as and when required by Authority 	<ul style="list-style-type: none"> Periodic visits to site, once in a month and as and when required Shall be available for meetings as and when required by Authority
5.	Project Co-ordinator	<ul style="list-style-type: none"> Graduate with at least 3 years of experience in project planning and management of construction projects for building construction projects 	<ul style="list-style-type: none"> To be deployed at the office of Authority at Gandhinagar throughout the Term of the PEC Contract Responsible for maintaining all statutory and relevant document , issuance and archival 	To be deployed at the office of Authority at Gandhinagar and periodical visits to Site throughout the Term of the PEC Contract

The PEC, in addition to the above Key Personnel, would be required provide additional subject matter expert/ support staff as per their requirement for satisfactorily performing the scope of works assigned to the PEC

At the time of or prior to the execution of the PEC Contract, the Selected Applicant/Consultant shall submit the names of the Key Personnel in compliance with the conditions and qualifications specified above and a copy of their respective CVs.

2.2 Conditions of Eligibility of Applicants

- 2.2.1 Applicants must read carefully the minimum conditions of eligibility (the “**Conditions of Eligibility**”) provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for evaluation.

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

The Bidder may be a single entity or a group of entities (the “Consortium”), coming together to implement the Project. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be a member of another Bidder. The term Bidder used herein would apply to both a single entity and a Consortium. The maximum number of members of consortium are restricted to 3 (three).

A Bidder shall be any legal entity registered/ incorporated in India including without limitation a company registered in India under the Companies Act 1956/2013 or incorporated outside India under relevant laws of incorporation under the respective 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 Indian law for registration of public trust or a sole proprietorship or a partnership registered under the relevant laws of incorporation in India or any other entity incorporated /registered under relevant laws of respective country where the entity is established/incorporated/registered or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.2.2 below.

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 subsidiary of an entity incorporated, established or registered in such a country, or; An entity substantially controlled through entities incorporated, established or registered in such a country; or An entity whose beneficial owner is situated in such a country; or 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; or A natural person who is a citizen of such a country; or A consortium or joint venture where any member of the consortium or joint venture falls under any of the above categories.

The “beneficial owner” for the purpose of (iii) above, is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation – For the purpose of this Clause 2.2.1 (c);

"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;

"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.

Provided further that the Selected Bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority as provided in the aforesaid Order. It is however clarified that, as mentioned in Annex 2 of the aforesaid Order, the restriction contained in this Clause 2.2.1 (c) 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 2.2.1 (c) 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 To be eligible for evaluation of its Proposal, the Applicant shall fulfil the following:

(A) Technical Capacity: The Applicant shall have, over the past 10 (ten) years preceding the PDD, undertaken "**Eligible Assignments**" as per criteria specified below, in accordance and as specified in Clause 3.5-

1 (One) Eligible Assignment with Total Project Cost of each such assignment being at least INR 40 crores;

2 (Two) Eligible Assignment with Total Project Cost of each such assignment being at least INR 25 crores;

3 (three) Eligible Assignment with Total Project Cost of each such assignment being at least INR 20 crores;

For avoidance of doubt, it is being clarified that Eligible Assignment, which is ongoing as on Proposal Due Date, shall not be eligible for purposes of qualification under the Technical Capacity. It is further clarified that Total Project Cost is the construction cost of the facility/assignment (including all systems and equipment) and does not include any O&M costs.

(B) Financial Capacity: Bidder shall be required to demonstrate a minimum Average Annual Turnover of at least INR 4 Crore from professional fees during each of the 3 (three) financial years preceding the Proposal Due Date

(i.e. 2018-19, 2019-20 and 2020-21 respectively). For the avoidance of doubt, professional fees hereunder refer to fees received by the Applicant for providing the design and/or engineering and/or construction supervision consultancy services from Eligible Assignment.

In case of a Consortium, the Technical and Financial Capacity may be demonstrated cumulatively, i.e., the Consortium as a whole can may meet the requirement.

2.2.3 By way of supporting documents, for the purpose of fulfilment of the Technical Capacity, the Applicant shall submit client certificate/work order/letter of award/agreement copy/statutory auditor's certificate/chartered accountant certificate for each of the Eligible Assignments along with Forms 8 and 9 of Appendix I. As supporting documents for fulfilment of Financial Capacity, the Applicant shall enclose with its Proposal, certificate from its Statutory Auditor/chartered accountant stating and computing the professional fee earned per annum, for providing the design and/or engineering and/or construction supervision consultancy services from Eligible Assignment, in the previous three financial years preceding the Proposal Due Date along with the completed Form 6 of Appendix I. In the event that the Applicant does not have a statutory auditor, it shall provide the requisite certificate from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant. In case of foreign companies, a certificate from a qualified certified public accountant or any registered accounts practitioner, by whatever name called, who audits the books of accounts of the Bidder or the Consortium Member, in the formats provided in the country where the project has been executed shall be accepted, provided it contains all the information as required in the prescribed format of the RFP.

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.

Notwithstanding anything to the contrary contained herein, in the event that the Proposal Due Date falls within three (3) months of the closing of the latest financial year of the Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the year preceding its latest financial year.

For the avoidance of doubt, "Financial Year" shall, for the purposes of the Bid hereunder and for the purpose the Bidding Documents and this RFP, mean the accounting year followed by the Bidder in the course of its normal business.

For the purpose of this Clause 2.2.3, in case a foreign/overseas Bidder submits its Bid including the Technical Capacity and Financial Capacity in foreign currency, the figures shall be converted to Indian Rupees to facilitate evaluation of such Bids. For conversion of US Dollars to Indian Rupees, the rate of conversion shall be INR 75 to a US Dollar. In case of any other currency, the same shall first be

converted to US Dollars as per the exchange rate prevailing as on the date sixty (60) days prior to the Proposal Due Date, and the amount so derived in US Dollars shall be converted into Indian Rupees at the aforesaid rate of USD 1= INR 75. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

- 2.2.4 The Applicant should submit a Power of Attorney as per the format at Form-4 of Appendix-I duly supported by the board resolution in favour of the executant of such POA; provided, however, that such Power of Attorney would not be required if the Application is signed by a partner of the Applicant, in case the Applicant is a partnership firm or limited liability partnership. In case the Applicant is in the nature of a Consortium, the Members thereof should furnish a Power of Attorney in favour of the Lead Member as per the format set forth in Form 5 of Appendix 1 duly supported with a charter document or board resolution in favour of executant. An international Bidder bidding individually or as a member of a Consortium shall ensure that Power of Attorney set out in Annexure C and/or Annexure D, as the case may be, is legalized/apostilled by the appropriate authority, and notarised in the jurisdiction where the Power of Attorney is being issued and requirements under the Indian Stamp Act, 1899 are duly fulfilled.

In case the Applicant is a Consortium, the Members shall mandatorily enter into a joint bidding agreement and also submit the original hard copy of such joint bidding agreement as per the format provided in Form 10 of Appendix 1 (“**Joint Bidding Agreement**”). In case of Consortium, the aggregation of technical and/or financial criteria’s, respectively, are permitted.

- 2.2.5 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.
- 2.2.6 An Applicant or its Associate should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.
- 2.2.7 While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may format the specified forms making due provision for incorporation of the requested information.

2.3 Conflict of Interest

- 2.3.1 An Applicant shall not have a conflict of interest that may affect the Selection Process or the Project (the “**Conflict of Interest**”). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*,

the time, cost and effort of the Authority including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

- 2.3.2 The Authority requires that the PEC provides professional, objective, and impartial advice and at all times hold the Authority's interest paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The PEC shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.
- 2.3.3 Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated in the Guidance Note at Schedule-3. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
- (a) the Applicant, its consortium member (the "**Member**") or Associate (or any constituent thereof) and any other Applicant, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its consortium member or Associate is less than 5 per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause 2.3.3(a), 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 Applicant is also a constituent of another Applicant; or
 - (c) such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or

- (d) such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
- (e) such Applicant has a relationship with another Applicant, 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 Application of either or each of the other Applicant; or
- (f) there is a conflict among this and other consulting assignments of the Applicant (including its personnel) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the PEC will depend on the circumstances of each case. While providing consultancy services to the Authority for this particular assignment, the PEC shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- (g) a firm which has been engaged by the Authority to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project save and except as provided in Clause 2.3.4; conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or
- (h) the Applicant, its Member or Associate (or any constituent thereof), and the applicant or Concessionaire, if any, for the Project, its contractor(s) or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be,) in the applicant or Concessionaire, if any, or its contractor(s) or sub-contractor(s) is less than 5% (five per cent) of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this sub-clause (h), indirect shareholding shall be computed in accordance with the provisions of sub-clause (a) above.

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

2.3.4 An Applicant eventually appointed to provide the Services for this Project, and its Associates, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 5 (five) years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services performed for the Authority in continuation of this Project or to any subsequent consultancy/ advisory services performed for the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the PEC shall include a partner in the PEC's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the PEC, as the case may be, and any Associate thereof.

2.3(A) While eligibility to Bid is open to persons from any country, the following provisions shall apply:

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

While evaluating the Bids, regard will be paid to national defence and security considerations.

Bids received from any Bidder may be summarily rejected on national security consideration without any intimation thereof to the Bidder.

The Bidders will be obliged to protect the national interests like national security whenever necessary and required, and also honour priority orders of the Government of India, in this regard. The Bidders will also abide by the various statutory requirements on the protection of the environment, anti-pollution measures, safety, conservancy etc. and also abide by the directives issued by the Government of India from time to time.

2.4 Number of Proposals

No Applicant or its Associate shall submit more than one Application for the Project. An Applicant applying individually or as an Associate shall not be entitled to submit another application either individually or as a member of any consortium, as the case may be.

2.5 Cost of Proposal

The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Authority, Project site etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.6 Site visit and verification of information

Applicants are encouraged to submit their respective Proposals after visiting the Site and ascertaining for themselves the Site conditions, traffic, location, surroundings, climate, access to the Site, availability of drawings and other data with the Authority, Applicable Laws and regulations or any other matter considered relevant by them. Visits shall be organised for the benefit of prospective Applicants on dates, time and venue as specified in Clause 1.9.

2.7 Acknowledgement by Applicant

2.7.1 It shall be deemed that by submitting the Proposal, the Applicant has:

- (a) made a complete and careful examination of the RFP;
- (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 RFP or furnished by or on behalf of the Authority or relating to any of the matters referred to in Clause 2.6 above;
- (d) satisfied itself about all matters, things and information, including matters referred to in Clause 2.6 herein above, necessary and required for submitting an informed Application and performance of all of its obligations thereunder;
- (e) acknowledged that it does not have a Conflict of Interest; and
- (f) agreed to be bound by the undertaking provided by it under and in terms hereof.

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

2.8 Right to reject any or all Proposals

2.8.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

2.8.2 Without prejudice to the generality of Clause 2.8.1, the Authority reserves the right to reject any Proposal if:

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

Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If the Applicant is the Lead Member of a consortium, then the entire consortium may be disqualified / rejected. If such

disqualification / rejection occurs after the Proposals have been opened and the Applicant with lowest financial quote gets disqualified / rejected, then the Authority reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

B. DOCUMENTS

2.9 Contents of the RFP

This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum / Amendment issued in accordance with Clause 2.11:

Request for Proposal	
1	Introduction
2	Instructions to Applicants
3	Criteria for Evaluation
4	Fraud and corrupt practices
5	Pre-Bid Meeting
6	Miscellaneous
Schedules	
1	Terms of Reference
2	PEC Contract
3	Guidance Note on Conflict of Interest
APPENDICES	
	Appendix-I: Technical Proposal
	Form-1: Letter of Proposal
	Form-2: Particulars of the Applicant
	Form-3: Statement of Legal Capacity
	Form-4: Power of Attorney
	Form 5: Power of Attorney for Lead Member
	Form-6: Financial Capacity of Applicant
	Form-7: Proposed Methodology and Work Plan
	Form-8: Abstract of Eligible Assignments of Applicant
	Form-9: Eligible Assignments of Applicant

	Form-10: Joint Bidding Agreement
	Appendix–II: Indicative Format of Financial Proposal
	Appendix-III: Format for Bank Guarantee for Bid Security

2.10 Clarifications

- 2.10.1 Applicants requiring any clarification or seeking any queries in respect of the RFP or seeking to send queries prior to the Pre-Bid Meeting may send their queries to the Authority by e-mail to the email ID specified in Clause 1.11, so as to reach before the date mentioned in the Schedule of Selection Process at Clause 1.8. The e-mail shall clearly bear the following subject:

“Queries concerning RFP for Appointment of Primary Engineering Consultant for Development of BSL-4 Greenfield Bio Containment Research Laboratory with ABSL facility meeting all national and international statutory and regulatory standards/guidelines of Gujarat Biotechnology Research Centre (GBRC) at Gandhinagar

The queries should be submitted in the format specified below to be considered for response and they should be submitted in **MS-Excel format**. Queries not submitted in the prescribed format shall not be responded to:

S. No.	Page No.	Part of RFP	Clause No.	Text provided in RFP	Clarification sought with justification, if any

The Authority shall endeavour to respond to the queries within the period specified therein but not later than 7 (seven) days prior to the Proposal Due Date. The Authority will post the reply to all such queries on the e-Procurement Portal, without identifying the source of queries

- 2.10.2 The Authority reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause 2.10 shall be construed as obliging the Authority to respond to any question or to provide any clarification.

2.11 Amendment of RFP

- 2.11.1 At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/ Amendment and posting it on the e-Procurement Portal (“**Addendum/Amendment**”).
- 2.11.2 All such Addendum/Amendments will be notified through e-mail to all Applicants who have purchased the RFP document. The Addendum/Amendments will also be posted on the e-Procurement Portal. .

- 2.11.3 In order to afford the Applicants a reasonable time for taking an Addendum/Amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the Proposal Due Date.
- 2.11.4 The Applicants are advised to regularly check for Addenda/Amendment on the e-Procurement Portal, if any issued by the Authority and which shall form part and parcel of the RFP documents. Any ignorance on the part of the Applicant in not checking the e-Procurement Portal will not be an excuse and the Authority shall not be responsible if any Applicant omits to notice any Addenda/Amendments

C. PREPARATION AND SUBMISSION OF PROPOSAL

2.12 Language

The Proposal with all accompanying documents (the “**Documents**”) and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

2.13 Format and signing of Proposal

- 2.13.1 The Applicant shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received online on the e-Procurement Portal on or before the Proposal due Date in the specified forms and complete in all respects. Incomplete and/or conditional Proposals or Proposals not submitted online on the e-Procurement Portal shall be rejected.
- 2.13.2 The Applicants shall submit both the Technical Proposal as well as the Financial Proposal, along with all the annexures thereto, on the e-Procurement Portal. Each page of the Proposal shall be signed digitally by the Applicant. The Applicants shall complete the submission of both the Technical Proposal and the Financial Proposal using Class III - Digital Signature Certificates. In case of the Applicant being a Consortium, the Lead Member shall sign each page of the Proposal and upon uploading shall sign using only Class III - Digital Signature Certificates.
- 2.13.3 The Applicants shall also be required to submit a hard copy each of all the Enclosures of Application of the Technical Proposal in accordance with the terms specified in this RFP. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the person(s) signing the Proposal. For avoidance of doubt, it is clarified that Financial Proposal has to be submitted online only. No physical hard copy of Financial Proposal is to be submitted by the Applicants.
- 2.13.4 The Proposals must be properly signed by the authorised representative of the Applicant (the “**Authorised Representative**”) as detailed below:
- (a) by the proprietor, in case of a proprietary firm; or

- (b) by a partner, in case of a partnership firm and/or a limited liability partnership; or
- (c) by a duly authorised person holding the Power of Attorney, in case of a company incorporated under the Companies Act; or
- (d) by the Authorised Representative of the Lead Member, in case of Consortium.

2.13.5 Applicants should note the Proposal Due Date, as specified in Clause 1.8, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and evaluation will be carried out only on the basis of documents received online on the e-Procurement Portal by the closing time of Proposal Due Date as specified in Clause 2.17.1. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the Authority reserves the right to seek clarifications under and in accordance with the provisions of Clause 2.24.

2.14 Technical Proposal

2.14.1 Applicants shall submit the technical proposal in the formats at Appendix-I (the “**Technical Proposal**”). The Technical Proposal shall comprise of the Letter of Proposal in the prescribed format (Form-1 of Appendix-I) along with Forms 2 to 10 of Appendix-I, scanned copy of Demand Draft as proof of payment of Tender Document Fee and other supporting documents. Along with online submission of the Technical Proposal on the e-Procurement Portal, Applicants shall submit the physical hard copies of the following documents (“**Enclosures of Proposal**”):

- (a) Original Demand Draft towards payment of Tender Document Fee;
- (b) Earnest Money Deposit (EMD)/Bid Security in the form of bank guarantee or Bid Security Declaration as specified in Clause 2.20;
- (c) Power of attorney, if applicable, in the form provided in Appendix 1 Form 4 duly supported by the board resolution in favour of the executant;
- (d) Power of Attorney for Lead Member as per the format provided in Form 5 of Appendix 1, in case the Applicant is a Consortium; and
- (e) In case the Applicant is a Consortium, the signed and executed Joint Bidding Agreement as per the format provided in Form 10 of Appendix 1.
- (f) Copy of the Technical Proposal

The Enclosures of Proposal shall be submitted in accordance with Clause 2.16 of this RFP

2.14.2 While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:

- (a) The Bid Security is provided;
 - (b) all forms are submitted in the prescribed formats and signed by the prescribed signatories;
 - (c) Power of Attorney, if applicable, is executed as per Applicable Laws;
 - (d) In case of Consortium, the Joint Bidding Agreement and the Power of Attorney in favour of the Lead Member is provided and executed as per Applicable Laws;
 - (e) Key Personnel have been proposed meet the Conditions of Eligibility laid down at Clause 2.1.4 of the RFP; and
 - (f) the proposal is responsive in terms of Clause 2.22.3.
- 2.14.3 For the avoidance of any doubt, scanned copies of the documents at Appendix-I (including the Enclosures of Proposal) shall be uploaded online as part of the Technical Proposal on the e-Procurement Portal on or prior to the Proposal Due Date and the physical hard copy of the Enclosures of Proposal shall be submitted as per Clause 2.16. Failure to comply with the requirements spelt out in this Clause 2.14 shall make the Proposal liable to be rejected.
- 2.14.4 Intentionally left blank
- 2.14.5 The Technical Proposal shall not include any financial information relating to the Financial Proposal.
- 2.14.6 The proposed team shall be composed of experts and specialists (the “**Professional Personnel**”) in their respective areas of expertise such that the PEC should be able to complete the Project within the Term specified in the PEC Contract. The Key Personnel specified in Clause 2.1.4 shall be included in the proposed team of Professional Personnel. Other competent and experienced Professional Personnel in the relevant areas of expertise must be added as required for successful completion of this Project.
- 2.14.7 Intentionally left blank
- 2.14.8 The Authority reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the Authority to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.
- 2.14.9 In case it is found during the evaluation or at any time before signing of the PEC Contract or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the PEC either by issue of the LOA or entering into of the PEC Contract, and if the Selected Applicant has already been issued the LOA or has entered into the PEC Contract, as the case may be, the same shall, notwithstanding

anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Applicant or PEC, as the case may be.

In such an event, the Authority shall forfeit and appropriate the Bid Security as mutually agreed pre-estimated 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.

2.15 Financial Proposal

2.15.1 Applicants shall submit the Financial Proposal on the e-Procurement Portal as per the format specified therein. The format provided at Appendix-II is for illustrative purposes only. The financial proposal (the “**Financial Proposal**”) shall clearly indicate the fee payable “**Contract Fee**”, as lumpsum cost in the manner provided in Appendix-II for executing the Project and in accordance with the terms of the PEC Contract.

2.15.2 While submitting the Financial Proposal, the Applicant shall ensure the following:

- (i) All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel accommodation, air fare, equipment, printing of documents, surveys, including all costs related to the deployment of personnel. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- (ii) The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that GST will be paid by the Authority separately. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.
- (iii) Other than GST, any other taxes and duties in view of execution of the services under this contract shall be the responsibility of the Applicant. The Authority will not be paying any additional amount in this regard.
- (iv) The Contract Fee shall be expressed as a lamp-sum amount; and the same shall be paid subject to the terms of the PEC Contract

2.15.3 The Financial Proposal shall be submitted online on the e-Procurement Portal only. There shall be no physical hard copy submission of the Financial Proposal under any circumstance. Any submission of the Financial Proposal in hard copy shall lead to the Proposal being rejected in its entirety and declared as non-responsive.

2.16 Submission of Proposal

2.16.1 The Applicants shall submit the Proposal online on the e-Procurement Portal with all scanned pages (in proper resolution) numbered serially and by giving an index

of documents. Each page of the documents shall be initialled by the Authorised Representative of the Applicant as per the terms of the RFP. In case the Proposal is submitted on the document downloaded from Official Website, the Applicant shall be responsible for its accuracy and correctness as per the version uploaded by the Authority and shall ensure that there are no changes caused in the content of the downloaded RFP document. In case of any discrepancy between the downloaded or photocopied version of the RFP and the original RFP issued by the Authority, the latter shall prevail.

- 2.16.2 The hard copy of the Enclosures of Proposal shall be placed in a sealed envelope bearing the subject **“Enclosures of Proposal for Appointment of Primary Engineering Consultant for Development of BSL-4 Greenfield Bio Containment Research Laboratory with ABSL facility meeting all national and international statutory and regulatory standards/guidelines of Gujarat Biotechnology Research Centre (GBRC) at Gandhinagar ”**, addressing the person designated at Clause 1.11.1, and shall clearly indicate RFP Notice number and the name and address of the Applicant. It shall bear on top, the following:

“Do not open, except in presence of the Authorised Person of the Authority”

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 Technical Proposal submitted and consequent losses, if any, suffered by the Applicant.

The Applicant shall obtain a receipt of acknowledgement from the person designated at Clause 1.11.1 upon submission of hard copy of the Enclosures of Proposal.

- 2.16.3 In the event of any discrepancy between the soft copy/scanned copy of the Enclosures of Proposal uploaded to the e-Procurement Portal and the hard copy of the Enclosures of Proposal, the hard copy will prevail for purposes hereof.
- 2.16.4 The Financial Proposal shall be submitted online only on the e-Procurement Portal. The Financial Proposal shall not be submitted physically in hard copy.
- 2.16.5 The completed Proposal must be submitted online on e-Procurement Portal on or before the specified time on Proposal Due Date. The Applicant will receive a system generated acknowledgement of its Proposal submission on the e-Procurement Portal to confirm successful submission of its Proposal. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained.
- 2.16.6 The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include scanned copies of the relevant pages of printed documents.
- 2.16.7 The Contract Fee quoted shall be firm throughout the period of performance of the assignment and discharge of all obligations of the PEC under the PEC Contract.

2.17 Proposal Due Date

- 2.17.1 Proposal should be submitted online on or before the time and the Proposal Due Date specified in Clause 1.8 on the e-Procurement Portal (and the Enclosures of Proposal must additionally be submitted in hard-copy to the person designated at Clause 1.11.1 by such time) in the manner and form as detailed in this RFP.
- 2.17.2 The Authority may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum/Amendment in accordance with Clause 2.11 uniformly for all Applicants.

2.18 Late Proposals

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

2.19 Modification/ substitution/ withdrawal of Proposals

- 2.19.1 The Applicant may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by the Authority prior to Proposal Due Date. No Proposal shall be modified, substituted, or withdrawn by the Applicant on or after the Proposal Due Date.
- 2.19.2 The Applicant may substitute or withdraw the Proposal by uploading a scanned copy of a letter addressed to the person mentioned in Clause 1.11.1. The Applicant should also deliver the original substitution or withdrawal letter/notice to the Authority to substitute or withdraw the Technical Proposal submitted to the Authority.
- 2.19.3 The hard copy of the aforesaid letter for modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.16.2, with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate
- 2.19.4 Any alteration / modification in the Proposal or additional information or material supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

2.20 Bid Security

- 2.20.1 The Applicant shall furnish as part of its Proposal, a bid security of INR 22,50,000 (Rs. Twenty Two Lakh Fifty Thousand Only) in the form of Demand Draft or a bank guarantee issued by a Nationalised Banks or any other bank specified in Government of Gujarat, GR No: EMD/10/2021/7729/DMO dated April 12, 2021 (and as amended from time to time) in favour of the “**Gujarat Biotechnology Research Centre**” payable at Gandhinagar (the “**Bid Security**”), returnable not later than 60 (sixty) days from PDD except in case of the two Applicants as required in Clause 2.25.1. In the event that the first ranked Applicant with the highest combined score commences the assignment as required in Clause 2.30, the second ranked Applicant with next highest combined score, who has been kept in reserve, shall be returned its Bid Security forthwith, but in no case not later than 120 (one hundred and twenty) days from PDD. The Selected Applicant’s Bid Security shall be returned, upon the Applicant signing the PEC Contract and furnishing the Performance Security.

The bidders who are seeking EMD exemption as per Government Policy shall submit EMD/Bid Security Declaration as per the Performa mentioned in Form-7.

- 2.20.2 Any Bid not accompanied by the Bid Security shall be rejected by the Authority as non-responsive. As part of the Selection Process and for the avoidance of any confusion, the Applicant shall submit a scanned copy of the Bid Security with online submission of the Technical Proposal.
- 2.20.3 The Authority shall not be liable to pay any interest on the Bid Security and the same shall be interest free.

2.20.4 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, *inter alia*, the time, cost and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:

- (a) If an Applicant submits a non-responsive Proposal;
- (b) If an Applicant engages in any of the Prohibited Practices specified in Section 4 of this RFP;
- (c) If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time;
- (d) In the case of the Selected Applicant, if the Applicant fails to reconfirm its commitments during negotiations as required vide Clause 2.25.1;
- (e) In the case of a Selected Applicant, if the Applicant fails to sign the Agreement or commence the assignment as specified in Clauses 2.29 and 2.30 respectively; or
- (f) If the Applicant is found to have a Conflict of Interest as specified in Clause 2.3.

2.20.5 The exemption from payment of earnest money as bid security for Micro, Small and Medium Enterprises (MSMEs) that are claimed by an entity shall be subject to the applicable policy of the state of Gujarat and furnishing of supporting documents in respect of such claim.

2.21 Performance Security

2.21.1 The Applicant, by submitting its Proposal pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, its Performance Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damages payable to the Authority for, *inter alia*, the time, cost and effort of the Authority in regard to the RFP, including the consideration and evaluation of the Proposal, under the following conditions:

- (a) If an Applicant engages in any of the Prohibited Practices specified in Clause 4.1 of this RFP;
- (b) if the Applicant is found to have a Conflict of Interest as specified in Clause 2.3; and
- (c) if the Selected Applicant commits a breach of the Agreement.

2.21.2 An amount equal to 5% (five per cent) of the Contract Fee shall be deemed to be the Performance Security for the purposes of this Clause 2.21, which may be forfeited and appropriated in accordance with the provisions hereof.

D. EVALUATION PROCESS

2.22 Evaluation of Proposals

- 2.22.1 The Authority shall open the Technical Proposals online on the e-Procurement Portal at the venue as specified in Clause 1.11.1 and on the date and time as specified in Clause 1.8 and in the presence of the Applicants who choose to attend.
- 2.22.2 Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. The Authority may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive only if:
- (a) the Technical Proposal is received online and the Enclosures of Proposal are received in hard copy, in the form specified in Appendix-I;
 - (b) both the Enclosures of Proposal and the online submission of Proposal is received by the Proposal Due Date including any extension thereof pursuant to Clause 2.17;
 - (c) it is accompanied by the original Bid Security as specified in Clause 2.20.1 as well as the original DD for the purpose of payment of Tender Document Fee;
 - (d) the Enclosures of Bid is signed, sealed, bound together in hard cover and marked as stipulated in Clauses 2.13 and 2.16;
 - (e) it is accompanied by the Power of Attorney as specified in Clause 2.2.4;
 - (f) only in case the Applicant is in the nature of a Consortium, the Power of Attorney for Lead Member as specified in Clause 2.2.4 as prescribed in Form 5 of Appendix 1 as well as the signed and executed hard copy of the Joint Bidding Agreement as per the format provided in Form 10 of Appendix 1;
 - (g) it contains all the information (complete in all respects) as requested in the RFP;
 - (h) it does not contain any condition or qualification; and
 - (i) it is not non-responsive in terms hereof.
- 2.22.4 The Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.
- 2.22.5 The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.6 and the criteria set out in Section 3 of this RFP.
- 2.22.6 After the technical evaluation, the Authority shall prepare a list of pre-qualified and shortlisted Applicants in terms of Clause as defined in the RFP for opening of their Financial Proposals. A date, time and venue will be notified to all Applicants for announcing the result of evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of pre-qualified and shortlisted Applicants along with their Technical Score will be read out. The opening of Financial Proposals shall be done online on the e-Procurement Portal in presence

of respective representatives of Applicants who choose to be present. The Authority will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out in terms of Clauses as defined in the RfP.

2.22.7 Applicants are advised that selection shall be entirely at the discretion of the Authority. Applicants shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or selection.

2.22.8 Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the Project is subsequently awarded to it.

2.23 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to matters arising out of, or concerning the Selection Process. The Authority shall treat all information, submitted as part of the Proposal, in confidence and shall 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.

2.24 Clarifications

2.24.1 To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.24.2 If an Applicant does not provide clarifications sought under Clause 2.24.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

E. APPOINTMENT OF PEC

2.25 Negotiations

2.25.1 The Selected Applicant may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal in terms

of percentage of Total Project Cost, but will be for re-confirming the obligations of the PEC under this RFP. Issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations. In case the Selected Applicant fails to reconfirm its commitment, the Authority reserves the right to designate the next ranked Applicant with next lowest financial quote as the Selected Applicant and invite it for negotiations.

2.26 Intentionally left blank

2.27 Indemnity

The PEC shall, subject to the provisions of the Agreement, indemnify the Authority for an amount not exceeding 3 (three) times the value of the Agreement for any direct loss or damage that is caused due to any deficiency in services.

2.28 Award of Project

After selection, a Letter of Award (the “**LOA**”) shall be issued, in duplicate, by the Authority to the Selected Applicant and the Selected Applicant 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 Applicant 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 Applicant as mutually agreed genuine pre-estimated loss and damage suffered by the Authority on account of failure of the Selected Applicant to acknowledge the LOA, and the Applicant with next lowest financial quote may be considered.

2.29 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the PEC Contract within the period prescribed in Clause 1.8. The Selected Applicant shall not be entitled to seek any deviation in the PEC Contract.

2.30 Commencement of assignment

The PEC shall commence the Services upon execution of the PEC Contract or such other date as may be mutually agreed. If the PEC fails to either sign the PEC Contract as specified in Clause 2.29 or commence the assignment as specified herein, the Authority may invite the second ranked Applicant for negotiations. In such an event, the Bid Security of the first ranked Applicant shall be forfeited and appropriated in accordance with the provisions of Clause 2.20.4.

2.31 Proprietary data

Subject to the provisions of Clause 2.23, all documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants and the PEC as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal, or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the PEC to the Authority in relation to the Project shall be the property of the Authority.

3. CRITERIA FOR EVALUATION

3.1 Evaluation of Applications

- 3.1.1 The Authority will evaluate only those Applications that are received in the required formats and complete in all respects and which are submitted on the e-Procurement Portal on or prior to the Application Due Date, along with physical hard copy submission of the Technical Applications. Incomplete and /or conditional Application or Applications not submitted online on e-Procurement Portal shall be rejected.

The Authority shall open the Technical Application at the prescribed time and place in the presence of the Applicants and their authorized representatives who choose to attend.

- 3.1.2 If any information furnished by the Applicant is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, exclude the relevant information for consideration of eligibility and selection of the Applicant.
- 3.1.3 To facilitate evaluation of Applications, the Authority may, at its sole discretion, seek clarifications in writing from any Applicant regarding its Applications. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 3.1.4 If an Applicant does not provide clarifications sought under Clause 3.1.3 above within the prescribed time, its Application may be liable to be rejected. In case the Application is not rejected, the Authority may proceed to evaluate the Application by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

The Authority will subsequently examine and evaluate the Applications in accordance with the provisions set out in this Section

Subject to the terms of this RFP, the Applications received shall be evaluated sequentially in the following steps:

Stage 1: Test of responsiveness

Stage 2: Evaluation of Minimum Eligibility Criteria

Stage 3: Evaluation of Technical Presentation

Stage 4: Evaluation of Financial Proposal

3.1.5 Tests of responsiveness

- 3.1.5.1 As a first step towards evaluation of Applications, the Authority shall determine whether each Application is substantially responsive to the requirements of this RFP. An Application shall be considered substantially responsive only if it fulfils

all the below mentioned requirements without any material deviation or reservation:

- a. Application is uploaded on the Tender Website as per the format specified in the Appendices;
 - b. Application is accompanied by the Power of Attorney as specified in Clause 2.1.5 and as per the format provided in Appendix III or/and IIIA;
 - c. Application contains all the information (complete in all respects);
 - d. The Enclosures of Application are received by the Authority in hard copy, on or before the specified time on the Application Due Date including any extension(s) thereof;
 - e. Demand Draft towards payment of Document Fee of INR 15,000 is attached with the Application;
 - f. The Application does not contain any condition or qualification;
 - g. The Application is signed and initialled in accordance with the instructions provided in this RFP.
 - h. The Application have PAN CARD and GST Number copy if applicable;
 - i. Earnest Money Deposit (EMD)/Bid Security in the form of bank guarantee or Bid Security Declaration as specified in Clause 2.20
- 3.1.5.2 The Authority reserves the right to reject any Application which is not substantially responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Application.
- 3.1.6 The Authority will not entertain any query or clarification from Applicants who fail to qualify as per this RFP.

3.1.7 Stage 2: Evaluation of Minimum Eligibility Criteria

Technical Applications of only those Applicant(s) whose Applications are responsive shall be considered for evaluation for the Minimum eligibility criteria set out in Clause 2.2.2.

3.1.8 Stage 3: Evaluation of Technical Presentation

Provided, the Applicant fulfils the Minimum Eligibility Criteria as per given parameters in clause 2.2.2 such Applicant(s) shall be treated as “**Qualified Applicant**” and their Technical Presentation will be evaluated and Technical Score shall be awarded out of 100 marks.

Technical Scoring Criteria	Marking Pattern	Maximum Marks
Experience of the Agency in the Eligible Assignments	<p>Meeting the Minimum Eligibility Criteria – 10 Marks</p> <p>Score for each additional Eligible Assignment shall be as below, subject to maximum 30 marks</p> <ul style="list-style-type: none"> For each additional Eligible Assignment with Total Project Cost \geq INR 40 Crore – 15 Marks For each additional Eligible Assignment with Total Project Cost \geq INR 25 Crore and $<$ INR 40 Crore – 10 Marks For each additional Eligible Assignment with Total Project Cost \geq INR 20 Crore and $<$ INR 25 Crore – 7.5 Marks 	40
Technical Presentation of the Applicant	<p>Understanding of the Project – 40 Marks</p> <ol style="list-style-type: none"> Relevant Experience of the Applicant Approach and Methodology Risk assessment Provide preliminary method of the design statement illustrating clear understanding of the project requirements <p>Strength of Team- 20 Marks</p> <p>The Key Personnel shall be present at the time of technical presentation.</p>	60

Experience of ongoing projects will not be considered towards the purpose of this evaluation.

After detailed evaluation as per the Technical Scoring Criteria above, the Authority shall shortlist the Applicants securing 70 (Seventy) or more marks on their Technical Application (“**Technical Score**”). Such Applicants shall be called **Shortlisted Applicants** and such Shortlisted Applicants alone shall be eligible for Financial Proposal opening.

3.1.9 Stage 4: Evaluation of Financial Proposal.

- a. In this Stage, Financial Proposals of the Shortlisted Applicants alone would be opened in the e-procurement portal only. The Financial Proposals submitted offline will be summarily rejected.
- b. The Financial Proposals shall be opened online on the e-Procurement Portal.
- c. Financial Proposals of the only those Applicants shall be treated as the valid whose Proposal are as per the RFP requirement.
- d. The Financial Bids shall be opened online on the e-Procurement Portal. The Shortlisted Applicant who scores the highest combined score, shall be declared as the selected Applicant (**the “Selected Applicant”**).

3.2 Contacts during Application Evaluation

Applications shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of the Selected Applicant(s). While the Applications are under consideration, Applicants and/ or their representatives or other interested parties are advised to refrain, save and except as required under the RFP documents, from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Application under consideration.

3.3 Selection of Applicants

- 3.3.1 In the second stage, the financial evaluation will be carried out as per this Clause 3.1.9
- 3.3.2 For financial evaluation, the total cost indicated in the Financial Proposal, will be considered.
- 3.3.3 The Authority will determine whether the Financial Proposals are complete, unqualified and unconditional. The amount indicated in the Financial Proposal shall be deemed as final and reflecting the total fee for providing Design Phase and Implementation Phase services as per the terms of the RFP i.e., Fee-A + Fee-B. Omissions, if any, in costing any item shall not entitle the Consultant to be compensated and the liability to fulfil its obligations as per the TOR within the total quoted price shall be that of the Consultant. The lowest Financial Proposal (FM) and in terms of Fee arrived from the amount quoted in the Financial Proposal) will be given a financial score (SF) of 100 points. The financial scores of other proposals will be computed as follows:

$$S_F = 100 \times F_M/F$$

(F = Contract Fee arrived from the lumpsum cost quoted by the Applicant in the Financial Proposal)

3.3.4 Combined and Final Evaluation

- 3.3.4.1 Proposals will finally be ranked according to their combined technical (S_T) and financial (S_F) scores (“**Combined Score**”) as follows:

$$S = S_T \times T_w + S_F \times F_w$$

Where, T_w and F_w are weights assigned to Technical Proposal and Financial Proposal, which shall be 0.8 and 0.2 respectively.

3.3.4.2 The Selected Applicant shall be the Applicant having the highest Combined Score. In the event 2 (two) or more Applicants have the same Combined Score (the "**Tie Bid**"), the Authority shall identify Selected Applicant as Applicant with the lowest quoted fee for Implementation Phase services (i.e. Fee-B). In case of further tie where 2 (two) or more Applicants have the same quoted fee for Implementation Phase services (i.e. Fee-B), the Applicant with the highest Technical Score shall be the Selected Applicant. The second highest Applicant shall be kept in reserve and may be invited in its discretion for negotiations in case the first-ranked Applicant withdraws or fails to comply with the requirements specified in the RFP document.

3.3.4.3 The Selected Applicant shall be issued a Letter of Award ("**LOA**") in duplicate within the timeline stipulated in Clause 1.8, by the Authority and the Selected Applicant shall within 15 (fifteen) 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 Applicant is not received by the stipulated date, the Authority may disqualify such Applicant from the Project and the consequences set out in this RFP shall follow.

3.3.4.4 After acknowledgement of the LOA as aforesaid by the Selected Applicant, the Authority shall execute the Contract with the Selected Applicant, which shall govern the provision of Services and terms thereof within the specified time frame. The Selected Applicant shall not be entitled to seek any deviations in such Contract.

3.4 Correspondence with Applicant

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

Any information contained in the application shall not in any way be construed as binding on the authority, its agents, successors or assigns, but shall be binding against the applicants, if any project is subsequently awarded to it on the basis of such information.

The Authority reserves the right not to proceed with the Application Process at any time without notice or liability and to reject any or all Application(s) without assigning any reasons.

3.5 Eligible Assignments

- a) For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, consultancy assignments as eligible assignments (the "**Eligible Assignments**") shall be as under:

Experience of Providing Primary Engineering Consultancy Services for Basic design engineering, detailed engineering design, technical specifications and construction drawings and/or vetting and approval of engineering designs and drawings based on Indian/American/ British Standards (as applicable) in the fields of civil, architectural, structural, electro mechanical engineering for Good Manufacturing Practices (GMP)/ Good Laboratory Practices (GLP) compliant Biosafety level 3 and above Lab with supporting building utilities & infrastructure / Animal Biosafety Laboratory level 3 and above facilities with supporting building utilities & infrastructure during the last 7 (seven years immediately preceding the PDD.

Experience of ongoing projects will not be considered towards the purpose of this evaluation.

Bidders to submit the necessary certifications from the applicable authority with regard to the certification of the facility and scope of completed work.

4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “**Prohibited Practices**”) in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Applicant’s Proposal.
- 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 PEC Contract, if an Applicant or PEC, 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 Selection Process, or after the issue of the LOA or the execution of the PEC Contract, such Applicant or PEC 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 Applicant or PEC, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3 For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection 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 Selection Process or the LOA or has dealt with matters concerning the PEC Contract or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the PEC Contract as the case may be, any person in respect of any matter relating to the Project or the LOA or the PEC Contract, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;

- (b) **“fraudulent practice”** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection 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 Selection Process; or (ii) having a Conflict of Interest; and
- (e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

5. PRE-BID MEETING

- 5.1 Pre-Bid Meeting of the Applicants shall be convened at the designated date, time and place. Only those Applicants, who have purchased the RFP document or downloaded the same from the e-Procurement Portal, shall be allowed to participate in the Pre-Bid Meeting. A maximum of two representatives of each Applicant shall be allowed to participate on production of an authority letter from the Applicant.
- 5.2 During the course of Pre-Bid Meeting, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

6. MISCELLANEOUS

- 6.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts of Ahmedabad shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection 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 Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Applicant in order to receive clarification or further information;
 - (c) retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Applicant; and/or
 - (d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- 6.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, 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.
- 6.4 All documents and other information supplied by the Authority or submitted by an Applicant shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.
- 6.5 The Authority reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

SCHEDULES

SCHEDULE-1

(See Clause 1.1.4)

Terms of Reference (TOR)

for

Primary Engineering Consultant (PEC)

Refer Schedule-2, Annex-1

SCHEDULE-2

(See Clause 2.1.3)

PEC Contract

For

**Development of BSL-4 Greenfield Bio Containment Research
Laboratory with ABSL facility laboratory meeting all national and
international statutory and regulatory standards/guidelines of Gujarat
Biotechnology Research Centre (GBRC) at Gandhinagar**

Attached Separately

SCHEDULE-3

(See Clause 2.3.3)

Guidance Note on Conflict of Interest

1. This Note further explains and illustrates the provisions of Clause 2.3 of the RFP and shall be read together therewith in dealing with specific cases.
2. PEC should be deemed to be in a conflict-of-interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of consultants should avoid both actual and perceived conflict of interest.
3. Conflict of interest may arise between the Authority and a consultant or between consultants and present or future concessionaries/ contractors. Some of the situations that would involve conflict of interest are identified below:
 - (a) Authority and consultants:
 - (i) Potential consultant should not be privy to information from the Authority which is not available to others;
 - (ii) potential consultant should not have defined the project when earlier working for the Authority;
 - (iii) potential consultant should not have recently worked for the Authority overseeing the project.
 - (b) Consultants and concessionaires/contractors:
 - (i) No consultant should have an ownership interest or a continuing business interest or an on-going relationship with a potential concessionaire/ contractor save and except relationships restricted to project-specific and short-term assignments; or
 - (ii) no consultant should be involved in owning or operating entities resulting from the project; or
 - (iii) no consultant should bid for works arising from the project.

The participation of companies that may be involved as investors or consumers and officials of the Authority who have current or recent connections to the companies involved, therefore, needs to be avoided.

4. The normal way to identify conflicts of interest is through self-declaration by consultants. Where a conflict exists, which has not been declared, competing

companies are likely to bring this to the notice of the Authority. All conflicts must be declared as and when the consultants become aware of them.

5. Another approach towards avoiding a conflict of interest is through the use of “Chinese walls” to avoid the flow of commercially sensitive information from one part of the consultant’s company to another. This could help overcome the problem of availability of limited numbers of experts for the project. However, in reality effective operation of “Chinese walls” may be a difficult proposition. As a general rule, larger companies will be more capable of adopting Chinese walls approach than smaller companies. Although, “Chinese walls” have been relatively common for many years, they are an increasingly discredited means of avoiding conflicts of interest and should be considered with caution. As a rule, “Chinese walls” should be considered as unacceptable and may be accepted only in exceptional cases upon full disclosure by a consultant coupled with provision of safeguards to the satisfaction of the Authority.
6. Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if consultants drawing up the terms of reference or the proposed documentation are also eligible for the consequent assignment or project.
7. Another form of conflict of interest called “scope–creep” arises when consultants advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of the Authority but which will generate further work for the consultants. Some forms of contractual arrangements are more likely to lead to scope-creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built in incentives for consultants to extend the length of their assignment.
8. Every project contains potential conflicts of interest. Consultants should not only avoid any conflict of interest, they shall report any present/ potential conflict of interest to the Authority at the earliest. Officials of the Authority involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.

APPENDICES

APPENDIX-I TECHNICAL PROPOSAL

TECHNICAL PROPOSAL

Form-1: Letter of Proposal

(On Applicant's letter head)

(Date and Reference)

To,

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

Sub: Selection of Primary Engineering Consultant for Development of BSL-4 Greenfield Bio Containment Research Laboratory with ABSL facility meeting all national and international statutory and regulatory standards/guidelines of Gujarat Biotechnology Research Centre (GBRC) at Gandhinagar

Dear Sir,

1. With reference to your RFP Document dated, I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as PEC for the Project. The proposal is unconditional and unqualified.
2. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the PEC for the aforesaid Project.
4. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/We declare that:
 - (a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;

- (b) I/We do not have any Conflict of Interest in accordance with Clause 2.3 of the RFP Document;
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - (d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the PEC, without incurring any liability to the Applicants in accordance with Clause 2.8 of the RFP document.
 9. I/We declare that we/any member of the consortium, are/is not a Member of a/any other Consortium applying for Selection as a PEC.
 10. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
 11. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
 12. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.
 13. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of PEC or in connection with the Selection Process itself in respect of the above mentioned Project.
 14. The Bid Security of Rs. (Rupees) in the form of a Demand Draft/ Bank Guarantee is attached, in accordance with the RFP document.
 15. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.

16. I/We agree to keep this offer valid for 120 (one hundred and twenty) days from the Proposal Due Date specified in the RFP.
17. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith in Form-4.
18. In the event of my/our firm/ consortium being selected as the PEC, I/we agree to enter into an Agreement in accordance with the form at Schedule–2 of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
19. We understand that the Selected Bidder shall be an existing company incorporated in India under the Companies Act or incorporated outside India under relevant laws of incorporation under the respective country of its origin, or any combination of them, with a formal intent to enter into an agreement or under an existing agreement to form a Consortium.
20. I/We have studied RFP and all other documents carefully and also surveyed the Site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Project.
20. The Financial Proposal is being submitted separately on the e-Procurement Portal. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
21. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorised signatory)
(Name and seal of the Applicant / Lead Member)

APPENDIX-I

Form-2: Particulars of the Applicant

1.1	Title of Project:
1.2	State whether applying as Sole Firm or Lead Member of a consortium: Sole Firm or Lead Member of a consortium
1.3	State the following: Name of Company or Firm: Legal status (e.g. incorporated private company, unincorporated business, partnership etc.): Country of incorporation: Registered address: Year of Incorporation: Year of commencement of business: Principal place of business: Brief description of the Company including details of its main lines of business Name, designation, address and phone numbers of authorised signatory of the Applicant: Name: Designation: Company: Address: Phone No.: E-mail address:
1.4	If the Applicant is Lead Member of a consortium, state the following for each of the other Member Firms: <hr/> (i) Name of Firm: (ii) Legal Status and country of incorporation (iii) Registered address and principal place of business.

1.5	<p>For the Applicant, (in case of a consortium, for each Member), state the following information:</p> <p>(i) In case of non Indian Firm, does the Firm have business presence in India?</p> <p style="text-align: right;">Yes/No</p> <p>If so, provide the office address(es) in India.</p> <p>(ii) Has the Applicant or any of the Members in case of a consortium been penalized by any organization for poor quality of work or breach of contract in the last five years?</p> <p style="text-align: right;">Yes/No</p> <p>(iii) Has the Applicant/ Member ever failed to complete any work awarded to it by any public authority/ entity in last five years?</p> <p style="text-align: right;">Yes/No</p> <p>(iv) Has the Applicant or any member of the consortium been blacklisted by any Government department/Public Sector Undertaking in the last five years and the blacklisting persists as on the date of submission?</p> <p style="text-align: right;">Yes/No</p> <p>(v) Has the Applicant or any of the Members, in case of a consortium, suffered bankruptcy/insolvency in the last five years?</p> <p style="text-align: right;">Yes/No</p> <p>Note: If answer to any of the questions at (ii) to (v) is yes, the Applicant is not eligible for this consultancy assignment.</p>
1.6	<p>Does the Applicant's firm/company (or any member of the consortium) combine functions as a consultant or adviser along with the functions as a contractor and/or a manufacturer?</p> <p style="text-align: right;">Yes/No</p> <p>If yes, does the Applicant (and other Member of the Applicant's consortium) agree to limit the Applicant's role only to that of a consultant/ adviser to the Authority and to disqualify themselves, their Associates/ affiliates, subsidiaries and/or parent organization subsequently from work on this Project in any other capacity?</p> <p style="text-align: right;">Yes/No</p>
1.7	<p>Does the Applicant intend to borrow or hire temporarily, personnel from contractors, manufacturers or suppliers for performance of the Consulting Services?</p> <p style="text-align: right;">Yes/No</p> <p>If yes, does the Applicant agree that it will only be acceptable as PEC, if those contractors, manufacturers and suppliers disqualify themselves from subsequent execution of work on this Project (including tendering</p>

	<p>relating to any goods or services for any other part of the Project) other than that of the Consultant?</p> <p style="text-align: right;">Yes/No</p> <p>If yes, have any undertakings been obtained (and annexed) from such contractors, manufacturers, etc. that they agree to disqualify themselves from subsequent execution of work on this Project and they agree to limit their role to that of consultant/ adviser for the Authority only?</p> <p style="text-align: right;">Yes/No</p> <p style="text-align: center;">(Signature, name and designation of the authorised signatory)</p> <p style="text-align: right;">For and on behalf of</p>
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APPENDIX-I

Form-3: Statement of Legal Capacity (To be forwarded on the letter head of the Applicant)

Ref. Date:

To,

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

Dear Sir,

Sub: RFP for Appointment of PEC: Project

I/We hereby confirm that we, the Applicant (along with other members in case of consortium, the constitution of which has been described in the Proposal^{\$}), satisfy the terms and conditions laid down in the RFP document.

I/We have agreed that (insert Applicant's name) will act as the Lead Member of our consortium.

I/We have agreed that (insert individual's name) will act as our Authorised Representative/ will act as the Authorised Representative of the consortium on our behalf and has been duly authorized to submit our Proposal. Further, the authorised signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorised signatory)
For and on behalf of

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

APPENDIX-I

Form-4: Power of Attorney

Know all men by these presents, we, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr / Ms..... son/daughter/wife 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 “**Authorised Representative**”) 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 Proposal for and Selection of Primary Engineering Consultant for Development of **BSL-4 Greenfield Bio Containment Research Laboratory with ABSL facility meeting all national and international statutory and regulatory standards/guidelines of Gujarat Biotechnology Research Centre (GBRC) at Gandhinagar** as proposed to be developed by the (the “**Authority**”) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative 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 Authorised Representative 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, name, designation and address)

Witnesses:

- 1.
- 2.

Notarised

Accepted

.....
(Signature, name, designation and address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 100 (hundred) and duly notarised by a notary public.*
- *Wherever required, the Applicant should submit for verification the extract of the charter documents and other 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 Applicant.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.*
- *However, Applicants from countries that have signed the Hague Legislation Convention 1961 need not get their Power of Attorney legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

APPENDIX 1

Form-5: Format for Power of Attorney for Lead Member of Consortium

(To be executed on Stamp paper of appropriate value)

Whereas the [***] (“Authority”) has invited bids from interested parties for the Selection of Primary Engineering Consultant for Development of **BSL-4 Greenfield Bio Containment Research Laboratory with ABSL facility meeting all national and international statutory and regulatory standards/guidelines of Gujarat Biotechnology Research Centre (GBRC) at Gandhinagar** (the “Project”). Whereas, and (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for 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, having our registered office at, M/s., having our registered office at, (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s....., having its registered office at, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”) 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 selection process and, in the event the Consortium is awarded the Concession/ Agreement 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, accept the Letter of Award, participate in applicants’ and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and/ or upon award thereof till the Agreement is entered into with the Authority.

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

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

For

(Signature, Name & Title)

For

(Signature, Name & Title)

Witnesses:

1.

2.

(Executants)

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

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Applicant 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 Applicant.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.*

- *However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate issued by the designated competent authority and has been notarized by the public notary.*

APPENDIX-I

Form-6: Financial Capacity of the Applicant
(Refer Clause 2.2.2 (B))

S. No.	Financial Year	Annual Turnover (INR)
1.	2020-21	
2.	2019-20	
3.	2018-19	

Certificate from the Statutory Auditor^{\$}

This is to certify that (name of the Applicant) has received the payments shown above against the respective years on account of professional fees.

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorised signatory)

^{\$} In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

Note: Please do not attach any printed Annual Financial Statement.

For conversion of US Dollars to INR, the rate of conversion shall be INR 75 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 Proposal 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.

APPENDIX-I

Form-7Format for Bid Security DECLARATION

(Refer Clauses 2.20)

(To be executed on letter head of the Selected Bidder/Lead Member)

Dated: _____

To,

Ref: RFP document No. _____ dated _____

I/We, the undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Security Declaration.

I/We accept that I/We, and in the case of a Consortium (Lead Member along with its Members), will automatically be suspended from being eligible for participating in bidding for any contract with Authority for the period of 24 months, in case of, and starting from the date of, breaching our obligation(s) under the bidding conditions, because I/We:

- a) have withdrawn/modified/amended, impairs or derogates from the tender, Bid during the Bid validity period specified in the form of Bid or any extension of the period of bid validity which we subsequently agreed to; or
- b) having been notified of the acceptance of our Bid by the Authority during the period of bid validity (i) failing or refusing to execute the PEC Contract, or (ii) failing or refusing to furnish the Performance Security, in accordance with the Concession Agreement conditions.

I/We understand this Bid Security Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of the Bid validity period.

Signed: [insert: **signature of person whose name and capacity are shown below**]

Name: [insert: **name of person signing the Bid Security Declaration**], in the capacity of

[insert: **legal capacity of person signing the Bid Security Declaration**]

Duly authorized to sign the bid for and on behalf of: [insert: **name of Bidder**]

Dated on _____ day of _____, 2021

[add Corporate Seal (where appropriate)]

APPENDIX-I

Form-8: Abstract of Eligible Assignments of the Applicant^{\$}
(Refer Clause 3.5)

S. No	Description	Name of Client	Cost of Assignment/ Total Project Cost (in Rs. Crore)	Start Date of the Project (Month/Year)	End Date of the Project (Month/Year)	Project Status (Completed / Ongoing)
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1						
2						
3						
4						

^{\$} The Applicant should provide details of only those assignments that have been undertaken by it under its own name.

^{\$\$} Exchange rate for conversion of US \$ shall be as per Clause 1.7.1.

Note: The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Applicant.

Note: For each of the Eligible Assignments being stated by the Applicant, the Applicant shall in support submit client certificate/work order/letter of award/copy of agreement/statutory auditor's certificate/chartered accountant certificate for such assignment stating clearly the project cost of such assignment and completion details.

Note: Projects without proof of experience (2.2.3) 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.

APPENDIX-I

Form-9: Eligible Assignments of Applicant (Eligible Assignments-Similar Facilities) (Refer Clause 3.5)

1.	Name of Applicant:	
2.	Name of Eligible Assignment i.e. Eligible Design Assignments-Similar Facilities	
3.	Other particulars of the Eligible Assignment	
4.	Description of services performed by the Applicant Firm:	
5.	Name of client and Address: (indicate whether public or private)	
6.	Name and telephone no. of client's representative:	
7.	Estimated capital cost of the Project (in Rs crore or US\$ million):	
8.	Start date of the services (month/year):	
9.	Finish date of the services (month/year):	
10.	Brief description of the Project:	
<p>It is certified that the aforesaid information is true and correct to the best of my knowledge and belief.</p> <p style="text-align: right;">(Signature and name of authorised signatory)</p>		

Notes:

1. Use separate sheet for each Eligible Assignment.
2. For each Eligible Assignment, the Applicant shall submit a client certificate/work order/agreement copy/letter of award/statutory auditor's certificate/chartered accountant certificate as supporting document to evidence that the Applicant was involved in such an Eligible Assignment and specifying the project cost of such assignment.
3. Exchange rate for conversion of US \$ shall be as per Clause 1.7.1.

Appendix 1

Form-10: Joint Bidding Agreement

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT (“**Joint Bidding Agreement**”) is entered into on this the day of 2022

AMONGST

1. {....., a company/partnership/limited liability partnership/sole proprietorship 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/partnership/limited liability partnership/sole proprietorship 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 abovementioned 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 (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 proposals (the “**Proposals**”) by its Request for Proposal No. dated(the “**RFP**”) for “**Selection of Primary Engineering Consultant for Development of BSL-4 Greenfield Bio Containment Research Laboratory with ABSL facility meeting all national and international statutory and regulatory standards/guidelines of Gujarat Biotechnology Research Centre (GBRC) at Gandhinagar** ” (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 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 Joint Bidding 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 Selection Process for the Project.
- 2.2 The Parties hereby undertake to participate in the Selection 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 Applicant and awarded the Project, Parties shall, collectively meet the capital requirement, if any, towards Project execution.

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 during the Selection Process and until the execution of the Agreement when all the obligations of the PEC executing the Project on behalf of Consortium Members shall become effective.

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(s) through the term of the Agreement, as per the terms of the RFP and the Agreement.

6. Representation of the Parties

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

- (a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Joint Bidding Agreement;
- (b) The execution, delivery and performance by such Party of this Joint Bidding Agreement has been authorised 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 Joint Bidding Agreement for the delegation of power and authority to execute this

Joint Bidding Agreement on behalf of the Consortium Member is annexed to this Joint Bidding 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, contract, 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 Joint Bidding Agreement;
- (c) this Joint Bidding Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Joint Bidding Agreement.

7. Termination

This Joint Bidding Agreement shall be effective from the date hereof and shall continue in full force and effect until the Effective Date of the Agreement is achieved, in case the Project is awarded to the Consortium. However, in case the Consortium is either not prequalified for the Project or does not get selected for award of the Project, the Joint Bidding Agreement will stand terminated in case the Applicant is not pre-qualified or upon return of the Earnest Money Deposit by the Authority to the Applicant, as the case may be.

8. Miscellaneous

8.1 This Joint Bidding Agreement shall be governed by laws of India.

8.2 The Parties acknowledge and accept that this Joint Bidding 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 JOINT BIDDING 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)

APPENDIX-II

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)

SL No.	Title	Fee in Figures (in INR) (Lump-sum)
A	Fee for the Design Phase Consultancy Services in accordance with TOR under Annex 1 in Volume II (Fee-A)	INR.....
B	Fee for the Implementation Phase Consultancy Services in accordance with TOR under Annex 1 in Volume II (Fee-B)	INR.....
A+B	Total Fee (Fee-A+ Fee-B)	INR.....

Note:

1. The Contract Fee amount shall be specified as a Lump-sum amount.
2. The Contract Fee shall be exclusive of applicable GST, which shall be paid extra by the Authority as per the PEC Contract

Appendix III Format for Bid Security (Bank Guarantee)

(Refer Clauses 1.5 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, 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, 1956/2013} 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), RFP for ***Selection of Primary Engineering Consultant for Development of BSL-4 Greenfield Bio Containment Research Laboratory with ABSL facility meeting all national and international statutory and regulatory standards/guidelines of Gujarat Biotechnology Research Centre (GBRC) at Gandhinagar*** (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.

2. 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.
3. 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 Agreement, within the specified time limit;
 - (c) furnish the Performance Security within the period prescribed thereof in the Agreement;

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).

4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (One hundred and eighty) days from the Proposal Due Date inclusive of a claim period of 60 (sixty) days 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.
5. 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.
6. 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.
7. 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.
8. 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.

9. 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.
10. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
11. 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)