



Request for Qualification (RFQ)

For

Empanelment of Architecture/Design/Consultancy firms for Various works at Gujarat Biotechnology University



JUNE 2022

RFQ No. GBU/DTA/2022/07

Gujarat Biotechnology University
Nr. GIFT City, GIFT City Road,
Shahpur Village, Gandhinagar- 382355
Gujarat, India

DISCLAIMER

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

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

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

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant(s) under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFQ or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFQ and any assessment, assumption, statement or information contained therein or deemed to form part of this RFQ.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused, arising from reliance of any Applicant upon the statements contained in this RFQ. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions

contained in this RFQ.

The issuance of this RFQ does not imply that the Authority is bound to select and appoint the Selected Applicant(s) for the Project and the Authority reserves the right to reject all or any of the Applications without assigning any reason whatsoever.

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

GLOSSARY

Addendum	As defined in Clause 2.9.1
Applicant(s)	As defined in Clause 1.1.1 (a)
Application	As defined in Clause 1.2.1
Application Documents	As defined in Clause 1.1.4
Application Due Date	As defined in Clause 1.1.4
Application Process	As defined in Clause 1.2.1
Associate	As defined in Clause 2.2.1 (c)
Authority	As defined in Clause 1.1.1
Coercive Practice	As defined in Clause 4.3 (c)
Companies Act	Shall mean the Companies Act, 2013, and rules framed thereunder.
Conflict of Interest	As defined in Clause 2.2.1 (c)
Consortium	As defined in Clause 2.2.1 (b)
Control	As defined in Clause 2.2.1 (c)
Corrupt Practice	As defined in Clause 4.3 (a)
Crore	Ten million (10,000,000)
Document Fee	As defined in Clause 1.2.1
Design and Technical Agency	“DTA” or “Applicant” as defined in Clause 1.1.1 (a)
Enclosures of Application	As defined in Clause 2.10.3
Financial Year	1 st April of any calendar year and ending on 31 st March of the next calendar year.
Fraudulent Practice	As defined in Clause 4.3 (b)
Lakh	Hundred thousand (100,000)
Lead Member	As defined in Clause 2.2.1 (b)
Empanelment Contract	As defined in Clause 1.1.5
LOA/ Letter of Award	As defined in Clause 3.3.2
Minimum Eligibility Criteria	As defined in Clause 1.1.1 (a)
Net Worth	As defined in Clause 2.2.2.3
Power of Attorney	As defined in Clause 2.1.5
Project	As defined in Clause 1.1.1
Qualified Applicant	As defined in Clause 3.1.8
Re. or Rs. or INR	Indian Rupee
Restrictive Practice	As defined in Clause 4.3 (e)
RFQ	Shall mean the Request for Qualification issued by the Authority for empanelling the Architecture/Design/Consultancy firms for the Project
Selected Applicant(s)	As defined in Clause 3.3.1
Services	As defined in Clause 1.1.1

Shortlisted Applicants	As defined in Clause 3.1.8
Sole Firm	As defined in Clause 2.2.1 (b)
Subject Person	As defined in Clause 2.2.1 (c) (a)
Term	As defined in Clause 1.4
Tender Website	As defined in Clause 2.1.4
Technical Scoring Criteria	As defined in Clause 3.1.8
Technical Score	As defined in Clause 3.1.8
Turnover	As defined in Clause 2.2.2
Undesirable Practice	As defined in Clause 4.3 (d)
Eligible Assignments	As defined in Clause 3.7
Eligible Construction Supervision Assignment	As defined in Clause 3.7 (b)
Eligible Assignment – Similar Facilities	As defined in Clause 3.7 (a)

SECTION 1

1 INTRODUCTION

1.1 Background

- i. The Gujarat Biotechnology University (“GBU” or “**Authority**”) is functioning as an autonomous body under the aegis of the Department of Science & Technology (“**DST**”), Government of Gujarat (“**GOG**”). Government of Gujarat has established Gujarat Biotechnology University (GBU) through GBU Act, 2018. The University is in collaboration with the University of Edinburg (UoE) and aims to create a culture of excellence and innovation with entrepreneurship at its core. GBU offers Masters by Research and PhD biotechnology programmes with a strong translational focus, aiming to deliver biotechnology solutions for society, engaging with the vibrant life science industry in Gujarat, and across India.
- ii. Gujarat Biotechnology University aims to develop cutting-edge biotechnology research capacity in Gujarat:
 - to create an institution of excellence, imparting state-of-the-art, product-focused, research-based education and skills in biotechnology
 - to create capabilities for developing world-class infrastructure, intellectual property base and skillsets for education, training, research, product development and technology commercialization in the biotechnology field
 - to develop innovative methods for applied and translational research to set high standards of practice-based education in biotechnology and allied sciences
 - to address societal challenges in Gujarat, nationwide and internationally; to develop linkages with institutions of national and global repute and to create templates and models of collaboration for interdisciplinary study and research to solve developmental problems using the tools and techniques of biotechnology and allied sciences
 - to create a platform for developing industry linkages delivering research solutions to society by catalysing translational opportunities
 - to function as a leading resource centre for biotechnology knowledge and development
- iii. GBU envisions to be a world-class, academic, research-driven institution and a foundry of transformational knowledge which will train and prepare biotech scientists in cutting-edge, product-focused research to create and deliver a strong pipeline of innovative products for the Bharat (India) of tomorrow.
- iv. The Authority proposes to appoint an Agency (hereinafter referred to as “Agency”) for the facilities management works of Gujarat biotechnology University, Gandhinagar, Gujarat (hereinafter referred to as the “Project”) as per the provisions of this RFP and the

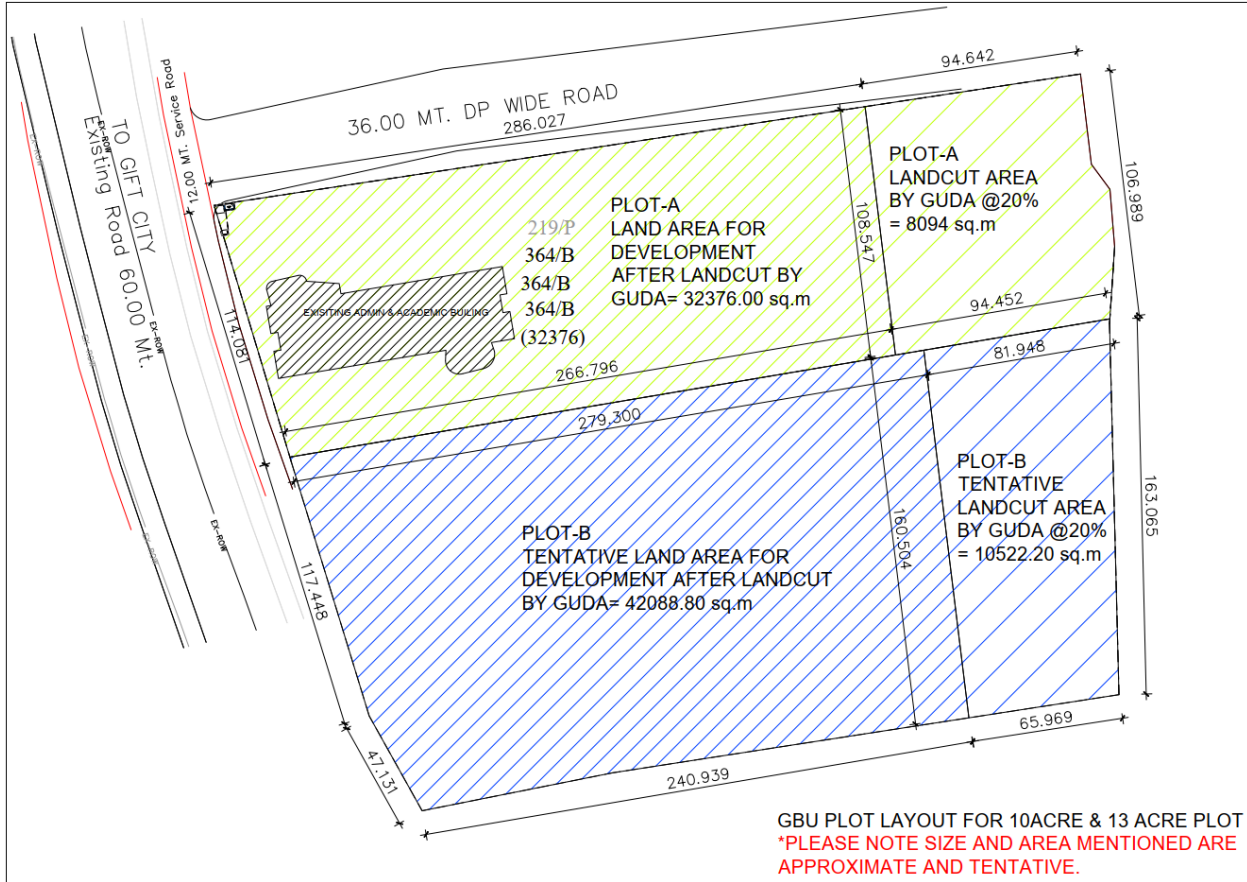
- agreement.
- v. The statements and explanations contained in this RFP are intended to provide a better understanding to the Applicants about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of work and obligations of the Selected Applicant set out in detail in the Agreement or the Authority's rights to amend, alter, change, supplement or clarify the Scope of Work of the Project to be awarded pursuant to the Bidding Documents. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including between this RFP or the Agreement are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.
 - vi. These empaneled Architecture/Design/Consultancy firms shall be eligible to render their services in accordance with the details specified in this RFQ and the Empanelment Contract (**"Project"**). The detailed scope of services for the Architecture/Design/Consultancy firms has been set forth in Annexure II of RFQ Volume II (Empanelment Contract) (**"Services"**).
 - (a) Applicants who wish to apply in response to this RFQ (the **"Applicant(s)"**) are invited to submit their Applications for empanelling the Architecture/Design/Consultancy firms as per the terms hereunder. All Applicants shall simultaneously submit their relevant qualification details along with supporting documents for the purpose of meeting the minimum eligibility criteria (**"Minimum Eligibility Criteria"**), as set forth in Clause 2.2.2 of the RFQ.

The Selected Applicant(s) who is awarded the Project shall undertake the Services subject to and in accordance with the terms laid down hereunder in this RFQ document and the Empanelment Contract.

- (b) The Applicant may be any legal entity incorporated/ registered under the applicable laws of India and having valid GST registration. However, Applicants shall only be in the nature of a single entity or a group of entities (the **"Consortium"**), coming together to implement the relevant Project. The maximum members in a consortium will be limited to 2 (two).
- (c) The Selected Applicant(s) will be required to perform the Services set out in the Scope of Services set forth in the Empanelment Contract particularly Annexure II thereof.

For the new projects and upgradation of the existing facilities. GBU is planning to spend around INR 200 Crore in this regard. These figures are the estimated and indicative figures only which may change and no claims on that account shall be entertained by the Authority.

Currently GBU has total 23 Acres of land allotted by the state government. The land is divided in 2 parts, one of 10 Acres (Phase 1) and second of 13 Acres (Phase 2), of which 20% is expected to be deducted by GUDA leading to 18.5Acres for development.



Tentative break up of the land is as below which may change as per requirement,

Sr. No.	Facility	Area (In Acres)	Phase
1	Academic Block including Library, Classroom, Faculty room, Administrative block.	3	Phase 1
2	Animal Facility (for small animal and others)	2.5	Phase 1
3	Containment Green house and Plant Growth Facility		Phase 1
4	Hostel Block and Staff Quarters+ Canteen/ Mess Facility, Indoor Sports	4	Phase 1 & 2
5	Research Building - Fermentation, biobank, Gene Bank, Bioprocessing, Cryo preservation facility, Bio preservation, Material storage facility, Seed storage Facility, Robotics lab, Lab space	4	Phase 2
6	Research Park, Incubation Center	2.5	Phase 2
7	Incineration processing facility, Nitrogen and CO ₂ storage	0.5	Phase 2
8	Gujarat Biotechnology Research Center, Gandhinagar	2	Phase 2
Total		18.5	

1.1.2 GBU intends to empanel Architecture/Design/Consultancy firms under each of the following categories formulated basis on the respective value of works as specified below:

Category	Value of Works*	Duration of the Project in Design Phase (excluding intervening event i.e. force majeure and DTA default)	Duration of the Project in Construction Phase from the appointment of the Construction Agency and /or Construction and Maintenance Agency and/or Private Developer/Concessionaire for the respective work (excluding intervening event i.e. force majeure and DTA default)
1	Upto 15 Crores	4 months or decided mutually between Authority and DTA	15 Months or decided mutually prior to finalization of execution agency/CMA
2	More than 15 Crores but less than 100 Crores	6 months or decided mutually between Authority and DTA	24 Months or decided mutually prior to finalization of execution agency/CMA
3	More than 100 Crores	6 months or decided mutually between Authority and DTA	36 Months or decided mutually prior to finalization of execution agency/CMA

** Value of Works- This value would be the total Construction and /or Construction and Maintenance cost of the project excluding applicable Goods and Service Tax (GST) but inclusive of all other applicable taxes and duties under the Applicable Laws which would be finalized after selection of the Construction Agency and /or Construction and Maintenance Agency and/or Private Developer/Concessionaire for the respective work.*

In this regard it is further clarified as under and applicants are required to take note of following:

- Applicant has to clearly specify the category(s) it intends to apply in the technical application (in the relevant forms)
- Application will be scrutinized in each category and will be evaluated to arrive at empanelment rate of each category and separate list of empanelled firms will be made.

For the avoidance of doubt, as part of the Project, the Selected Applicant(s) shall be responsible for providing the Services in accordance with applicable laws and any instructions/ guidelines of the Authority as are in force, and as may be amended from time to time.

1.1.3 Intentionally left blank

1.1.4 The Authority shall receive Applications pursuant to this RFQ and in accordance with the terms set forth herein and any other documents to be provided by the Authority as modified altered, amended and clarified from time to time (“**Application Documents**”)

and all Applications shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 for submission of Applications (the “**Application Due Date**”). Any Addenda issued subsequent to this RFQ, but on or before the Application Due Date, will be deemed to form part of the Application Documents.

- 1.1.5 The statements and explanations contained in this RFQ are intended to provide a better understanding to the Applicants about the subject matter of this RFQ and should not be construed or interpreted as limiting in any way or manner the obligations of the Selected Applicant(s) as set out in detail in the Empanelment Contract (“**Empanelment Contract**”) for provision of Services or the Authority’s rights to amend, alter, change, supplement or clarify the Scope of Services for the Project. Consequently, any omissions, conflicts or contradictions in the Application Documents including between this RFQ or the Empanelment Contract are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.

1.2 Brief description of Applications Process

- 1.2.1 The Authority has adopted an online single-stage e-procurement process (the “**Application Process**”) for identification of the Selected Applicant(s) for undertaking the Project. The Selected Applicant(s) identified pursuant to this Application Process shall render Services in accordance with applicable laws, regulations and the instructions/ guidelines of the Authority as are in force and as may be amended from time to time. Applicants are required to submit an Application to the Authority with requisite information and supporting documents as required by this RFQ (“**Application**”). Firstly, the Applications submitted by the Applicants shall be evaluated to determine whether the Applications fulfill the Minimum Eligibility Criteria prescribed in Clause 2.2.2 of this RFQ (against each of the categories(s)). The Applicants whose Applications fulfill the Minimum Eligibility Criteria, will be further evaluated on the basis of the Technical Evaluation. Further those applicants whose Application fulfill the Technical Evaluation shall be declared as Shortlisted Applicant and will be further evaluated on the basis of the Financial Proposal. It is further clarified that applicants will be shortlisted and evaluated on the basis of each category separately. However, technical application shall be one single submission clearly indicating all the categories that applicant intends to apply

All the Shortlisted Applicants whose financial proposal is as per the RFQ will be considered for empanelment under this RFQ. Further, the lowest financial proposal in each category would be considered as the Empaneled Rate for the respective category; for avoidance of doubt, it is clarified that the lowest empaneled rate so discovered would be Empaneled Rate for the respective category. All the Shortlisted Applicants whose financial proposal is higher than the lowest proposal quoted by any Shortlisted applicant in that category shall have option to match the lowest financial proposal received in that

category; subject to the applicant's willingness to match the lowest financial proposal received in that category, will an applicant be considered for empanelment in the respective category. All such Applicants willing to match the lowest financial proposal will generally be designated as Selected Applicant(s)/Empaneled Applicant(s).

The Authority as and when any work requirement arises, would call upon the empaneled applicants and may its own discretion consider awarding the works to any of them basis a project specific technical submission and/or call upon a design solution which would be scrutinized and awarded solely at the discretion of the Authority.

Prior to submitting an Application, the Applicant shall pay to the Authority as tender processing fee, a sum of INR 1500 ("**Document Fee**"). The Document Fee shall be payable by way of Demand Draft (DD) in favour of "**Gujarat Biotechnology University**" payable at Gandhinagar.

The Applicant shall ensure that it submits the original DD along with the Enclosures of Application (defined hereinafter in Clause 2.10.3). The manner of submission of the Enclosures of Application has been set out in this RFQ in Clauses 2.10 and 2.11.

The Application Documents in its entirety will be available for download from the website <https://www.nprocure.com>. ("e-Procurement Portal") from the date mentioned in Clause 1.3. The Application Documents shall also be available for download on www.gbu.edu.in. To participate in the Application Process, the Applicant should completely download from the e-Procurement Portal and submit final Application through the e-Procurement Portal. Applications which are submitted on the e-Procurement Portal alone will be accepted by the Authority.

An Applicant can submit its Application for one or multiple categories. The Applicant has to clearly mention under which category/categories it intends to apply for, as mentioned in clause 1.1.2. Further, the Applicants would be required to quote financial proposal separately for each category as per the financial bid format.

- 1.2.2 As part of the Project, the Selected Applicant(s) shall, be required to provide the Services as set out in the Empanelment Contract .
- 1.2.3 The Applications shall be valid for a period of not less than 120 (one hundred and twenty) days from the Application Due Date.
- 1.2.4 The Applicants shall furnish all the information specified in this RFQ.
- 1.2.5 The Applicants are advised to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Applications for selection for the Project.

1.2.6 The Pre-Application queries should be submitted in the format specified below to be considered for response and they should be submitted in MS-Excel format. Pre-Application queries not submitted in the prescribed format may not be responded to:

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

It is preferred that the queries be sent to the Authority at least 2 (two) business days before the scheduled Pre-Application conference.

1.2.7 Any queries or request for additional information concerning this RFQ shall be submitted by e-mail registrar-gbu@gujarat.gov.in and info-gbu@gujarat.gov.in, addressed to the officer designated in Clause 2.11.3 below with the identification/title: **"Queries/ Request for Additional Information: RFQ for Empanelment of Architecture/Design/Consultancy firms for Various works at Gujarat Biotechnology University"**.

1.3 Schedule of Application Process

The Authority shall receive Applications for selection of the Selected Applicant(s) pursuant to and in accordance with the terms set forth in the RFQ and other documents to be provided by the Authority pursuant to this RFQ, as modified, altered, amended and clarified from time to time by the Authority. Any Addenda issued subsequent to the issuance of this RFQ, but before the Application Due Date, will be deemed to form part of the Application Documents. All Applications shall be prepared and submitted in accordance with such terms on or before the time on the date specified in this RFQ for submission of Applications by the Application Due Date.

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

Event Description	Date (dd/mm/yyyy)
Issue of Application Documents	22/06/2022
Last date for receiving pre-Application queries	04/07/2022

Date and place of site visit and pre-Application meeting	04/07/2022 at 3:00PM Applicants interested in visiting the Project Site are required to send an e-mail to: Registrar-gbu@gujarat.gov.in; info-gbu@gujarat.gov.in
Response to pre-Application queries	To be intimated on nprocure.
Application Due Date for submission of Technical (online and physical) and Financial Proposal (online)	Online: 14/07/2022 upto 1700 Hrs IST & Physical: 18/07/2022 upto 1800 Hrs IST Address for hardcopy submission of Technical Application: The Registrar, Gujarat Biotechnology University, Nr. GIFT City, GIFT City Road, Shahpur Village, Gandhinagar- 382355
Date and time for opening of Technical Application	19/07/2022 at 3:00PM
Date and time of submission and presenting Presentation for Qualified Applicants	To be intimated to Qualified Applicants
Date and place of opening of Financial Proposal	To be intimated to Shortlisted Applicants
Announcement of Selected Applicant	To be intimated
Issue of Letter of Award	To be intimated
Signing of Letter Contract	Within 15 days of issuance of Letter of Award

1.4 Term of Empanelment

1.4.1 The Applicant shall be validly empaneled for a period of 3 years commencing from the date of signing of the Contract by the Applicant, unless otherwise terminated in accordance with the terms of the Contract (hereinafter referred as the “**Term**”) with prior written notice of 30 days. The term can be extendable for further 2 years on such terms as may be mutually agreeable between Authority and Applicant.

1.4.2 The Applicant shall provide the Services for the Term in accordance with all applicable laws and any instructions/ guidelines of the Authority as are in force, and as may be amended from time to time.

SECTION 2

2 INSTRUCTIONS TO APPLICANTS

2.1 General terms of Application

- 2.1.1 The Authority wishes to receive Applications against this RFQ in order to qualify experienced and competent Applicants for provision of Services under the Project.
- 2.1.2 No Applicant shall submit more than one Application for the Project.
- 2.1.3 Unless the context otherwise requires, the terms not defined in this RFQ, but defined in the Empanelment Contract shall have the meaning assigned thereto in the Empanelment Contract. Further, the Application shall be submitted in accordance with the format provided in Appendices I-VI of this RFQ.
- 2.1.4 Application Documents can be downloaded from the e-Procurement Portal as well as www.gbu.edu.in/, www.dst.gujarat.gov.in/ before the Application Due Date. Any modifications / Addendum / responses to queries shall be updated on the e-Procurement Portal and the Applicants are requested to check the e-Procurement Portal regularly for updates. The Authority shall not undertake any responsibility if any Applicant fails to regularly check the e-Procurement Portal for Addenda.

For the purpose of submission of the Application, the Applicants shall upload their respective Applications on the Tender Website in accordance with the procedure set out under this RFQ in Clauses 2.10 and 2.11.

The Applicants shall also make hard copy submission solely of the Enclosures of Application to the person and address stipulated in Clause 2.11.3. Financial Bid/price bid Submission through online only. Submission of Financial Bid in hard copy shall lead to disqualification of Applicant. The financial bid submission via any other means such as RPAD/speed-post/courier/hand delivery shall not be accepted and Applicant will be rejected for that bid by the Authority. The uploading of the Application on the Tender Website as well as the submission of the hard copy of the Enclosures of Application shall take place on or prior to the Application Due Date. Any submission of either the Application or the hard copy Enclosures of Application, post the Application Due Date, will lead to the Application being summarily rejected.

- 2.1.5 The Applicant shall submit a Power of Attorney as per the format set forth in Appendix III authorizing the signatory of the Application to commit the Applicant, accompanied by a board resolution or charter document in favour of the executant. 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 Appendix III. A duly supported with a charter document or board resolution in favour of executant

- 2.1.6 Any condition or qualification or any other stipulation contained in the Application shall render the Application liable to rejection as a non-responsive Application. Notwithstanding anything to the contrary contained in this RFQ, the detailed terms specified in the Empanelment Contract shall have an overriding effect; provided, however, that any conditions or obligations imposed on the Applicant hereunder shall continue to have effect in addition to its obligations under the Empanelment Contract .
- 2.1.7 The Application and all communications in relation to or concerning the Application shall be in English language.
- 2.1.8 The documents including this RFQ and all attached documents, provided by the Authority are and shall remain or become the property of the Authority and are transmitted to the Applicants solely for the purpose of preparation and submission of a Application in accordance herewith. Applicants are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Application. The provisions of this Clause 2.1.8 shall also apply mutatis mutandis to Applications and all other documents submitted by the Applicant, and the Authority shall not return to the Applicants any Application, document or any information provided therewith.
- 2.1.9 This RFQ and all Application Documents are non-transferable.
- 2.1.10 The Applications shall be submitted as per the format provided in the Appendices of this RFQ. The Application shall consist of:

APPENDIX I: Letter comprising the Application

APPENDIX II: Details of the Applicant

APPENDIX III: Power of Attorney for Signing of Application in favor of the Authorized Signatory with a board resolution or a relevant extract of the charter document in favor of executant

APPENDIX III A: Power of Attorney for Signing of Application in favor of the Lead Member with a board resolution or a relevant extract of the charter document in favor of executant.

APPENDIX IV: Technical Capacity of the Applicant with supporting documents

APPENDIX V: Financial Capacity of Applicant with supporting documents

APPENDIX VI: Joint Application Document

APPENDIX VI A:- Undertaking for Application

APPENDIX VII: Application Checklist

APPENDIX VIII: Financial Proposal

- 2.1.11 Any entity which has been barred by the Central/ State Government, or any other government institution in India, for any reason, from participating in any public procurement project, and the bar subsists as on the Application Due Date, would not be eligible to submit the Application.
- 2.1.12 Further, an Applicant should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, or its Associate, as the case may be, nor should have been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Applicant or its Associate.

For the purposes of this RFQ, Associate and Control shall have the meaning ascribed to it in Clause 2.2.1 (c) of this RFQ.

Provided, however, that where an Applicant claims that its disqualification arising on account of any cause or event specified in this Clause 2.1.12 is such that it does not reflect (a) any malfeasance on its part in relation to such cause or event; (b) any willful default or patent breach of the material terms of the relevant contract; (c) any fraud, deceit or misrepresentation in relation to such contract; or (d) any rescinding or abandoning of such contract, it may make a representation to this effect to the Authority for seeking a waiver from the disqualification hereunder and the Authority may, in its sole discretion and for reasons to be recorded in writing, grant such waiver if it is satisfied with the grounds of such representation and is further satisfied that such waiver is not in any manner likely to cause a material adverse impact on the Application Process or on the implementation of the Project.

- 2.1.13 An Applicant shall be liable for disqualification if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Applicant or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Application Process or subsequent to the (i) issuance of the LOA or (ii) execution of the Empanelment Contract for provision of Services. In the event any such adviser is engaged by the Selected Applicant(s), after issuance of the LOA or execution of the Empanelment Contract for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Empanelment Contract for provision of Services to be executed by the Authority at a later stage, and without prejudice to any other right or remedy of the Authority, which the Authority may have thereunder or otherwise, the LOA or the Empanelment

Contract , as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Applicant(s) for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Applicant or Associate in the past, but its assignment expired or was terminated prior to the Application Due Date.

- 2.1.14 The Applicant shall provide details of all its litigations, if any, against the Authority/Government in the format provided in para 6 of Appendix II.
- 2.1.15 The Applicant shall also provide details of updated information of any blacklisting/debarment, if any, existing as on Application Due Date, under any contract with the Authority/Government in the format provided in para 5 of Appendix II.
- 2.1.16 The Authority reserves the right to reject an otherwise eligible Applicant on the basis of the information provided under Clauses 2.1.14 and 2.1.15 above. The decision of the Authority in this case shall be final.
- 2.1.17 The eligibility of the Applicant shall be subject to approval of the Authority from national security and public interest perspective, in cases,
- a) where, on the date of the Application, not less than 25% (twenty five percent) of the aggregate issued, subscribed and paid up equity share capital in a Applicant is held by persons resident outside India or where a Applicant is controlled by persons resident outside India; or
 - b) if at any subsequent stage after the date of the Application, there is an acquisition of not less than 25% (twenty five percent) of the aggregate issued, subscribed and paid up equity share capital or control, by persons resident outside India, in or of the Applicant;

The decision of the Authority in this behalf shall be final and conclusive and binding on the Applicant.

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

The Applicant shall promptly inform the Authority of any change in the shareholding, as above, and failure to do so shall render the Applicant liable for disqualification from the Application Process. While evaluating the Applications, regard will be paid to national defense and security considerations. Offer received from any Applicant may be summarily rejected on national security consideration without any intimation thereof to the Applicant.

The Applicants 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 Applicants 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

2.2 Eligibility and qualification requirements of Applicants

2.2.1 For determining the eligibility of Applicant the following shall apply:

- (a) The Applicant shall be any entity incorporated / registered either under the applicable laws of India and having valid GST registration or any other entity incorporated /registered under relevant laws of India where the entity is established/incorporated/registered are permitted to submit Application for the Project.
- (b) The Applicant shall be a single entity (the “**Sole Firm**”) or a consortium of firms (“**Consortium**”) in response to this invitation, where the applicant fulfilling the technical qualification will be the main applicant. The maximum members in a consortium will be limited to 2 (two). However, 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..
- c) In case the Applicant is a Consortium of entities, it should comply with the following additional requirements:
 - i. Application should contain the information required for each Member of the Consortium, provided number of Members of the Consortium shall not exceed 2 (two);
 - ii. Members of the Consortium shall nominate 1 (one) member as the lead member from the main applicant (the “**Lead Member**”);
 - iii. The nomination of the Lead Member shall be supported by a Power of Attorney, as per the format set forth in Annexure H, signed by all Members of the Consortium;

- iv. The Members of a Consortium shall execute the Project through the Lead Member who shall sign the Agreement with Authority, for and on behalf of the Consortium. In this regard, it is clarified that all Members of the Consortium shall be jointly and severally liable to execute the Project during the Concession period;
- v. Members of the Consortium shall enter into a binding Joint Application Agreement for the purpose of submitting their Application; and
- vi. Without prejudice to the joint and several liability of all the Members of the Consortium, the Lead Member shall represent all the Members of the Consortium and shall at all times be liable and responsible for discharging the functions and obligations of the Developer. The Developer shall ensure that each Member of the Consortium shall be bound by any decision, communication, notice, action or inaction of the Lead Member on any matter related to this Project and the Authority shall be entitled to rely upon any such action, decision or communication of the Lead Member. The Authority shall have the right to release payments solely to the Lead Member and shall not in any manner be responsible or liable for the inter se allocation of payments among Members of the Consortium.

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

- d) Any entity incorporated / registered either under the applicable laws of India and having valid GST registration or any other entity incorporated /registered under relevant laws of India where the entity is established/incorporated/registered are permitted to submit Application for the Project
 - a. A subsidiary of an entity incorporated, established or registered in India; or
 - b. An entity substantially controlled through entities incorporated, established or registered in India; or
 - c. An entity whose beneficial owner is situated in India; or
 - d. An Indian (or other) agent of such an entity; “agent” for the purposes of this RFQ shall mean a person employed to do any act for another, or to represent another in dealings with third person.
 - e. natural person who is a citizen of India

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

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical persons, has a controlling ownership interest or who exercises control through other means. Where no natural person is identified, the beneficial owner is the relevant natural person who holds the position of senior managing official.

Explanation –

- a. “Controlling ownership interest” means ownership of or entitlement to more than 25% (twenty-five per cent) of shares or capital or profits of the company,
 - b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements,
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership

Provided further that the Selected Applicant shall not be allowed to sub-contract to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority as provided in the aforesaid Order. It is however clarified that, as mentioned in Annexure B of the aforesaid Order, the restriction contained in this clause will not apply in respect of those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. The updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given on the

website of the Ministry of External Affairs.

“Competent Authority” for the purpose of this Clause means the Authority defined in Annex 1 of the Order (Public Procurement No. 1) dated 23rd July 2020 issued by the Ministry of Finance, Department of Expenditure, Public Procurement Division.

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.

(d) An Applicant shall not have a Conflict of Interest (the “**Conflict of Interest**”) that affects the Application Process. Any Applicant found to have a Conflict of Interest shall be disqualified. Without limiting the generality of the above, a Applicant shall be considered to have a Conflict of Interest that affects the Application Process, if:

a) the Applicant, its Member or Associate (or any constituent thereof) and any other Applicant, its 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 of a Applicant, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its Member or Associate is 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 section 2(72) of the Companies Act, 2013. For the purposes of this Clause 2.2.1, 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, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Applicant, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Applicant, its Member or Associate; or
- d) such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
- e) such Applicant or any Associate thereof has a relationship with another Applicant or any Associate thereof, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Application of either or each of the other Applicant; or
- f) such Applicant has participated as a consultant or sub-consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

Explanation:

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

2.2.2 Minimum Eligibility Criteria

2.2.2.1 Eligibility criteria

S.No.	Qualification limit/Category (Value of work*) in INR Crores	Average Annual Turnover from professional fees*** during the 3 (three)** financial years preceding the Application Due Date (in INR Crores)	Threshold Project Cost of Past Experience in Eligible Assignment – Similar Facilities**** during last 5 years immediately preceding the ADD. (To Fulfill either of three options) (in INR Crores)			Threshold Project Cost of Past experience in Eligible Construction Supervision Assignment**** during last 5 years immediately preceding the ADD. (in INR Crores)
			Single Work	Two Works at least	Three Works at least	
1	Upto INR 15	3	12	7.5	6	12

	Crores					
2	Above INR 15 Crore but less than INR 100 Crores	8	80	50	40	80
3	Above INR 100 Crores	12	200	125	100	200

* Value of Works- The total Construction and /or Construction and Maintenance cost of the project which would be finalized after selection of the Construction Agency and /or Construction and Maintenance Agency for the respective work.

** Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within 3 (three) months of the closing of the latest financial year of Applicant, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the 3 (three) years, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of an Bid hereunder, mean the accounting year followed by the Applicant in the course of its normal business.

In case the annual accounts for the latest financial year are not audited and therefore the Applicant cannot make it available, the Applicant shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Applicant shall provide the Annual Turnover and related documents as required herein for the 3 (three) years preceding the year for which the Annual Turnover is not being provided.

*** For the avoidance of doubt, professional fees hereunder refer to fees received by the Applicant for providing the Architectural design and/or engineering consultancy services.

**** Please refer to clause 3.7 for the definition.

It is also clarified that the financial capacity in the case of the consortium can be fulfilled jointly by the all the consortium member(s) together and technical capacity can be fulfilled by any of the consortium member(s).

2.2.2.2 The Applicant shall provide documentary evidence for the aforementioned Technical and Financial Capacity as specified in Clause 2.2.2.1.

2.2.2.3 Submission in support of Technical Capacity and Financial Capacity

- a) The Applicant shall submit the details of fulfillment of the Technical Capacity as per the format provided in Appendix IV. In support of demonstration of the Technical Capacity, the Applicants shall submit the requisite documents mentioned in Clause

2.2.2.1.

- b) The Applicant shall submit the details regarding fulfillment of the Financial Capacity in the format provided in Appendix V, along with the requisite supporting documents mentioned in Clause 2.2.2.1.

For the avoidance of doubt, “**financial year**” shall, for the purposes of the Application hereunder and for the purpose the Application Documents and this RFQ, mean the accounting year followed by the Applicant in the course of its normal business.

In computing the Technical Capacity and Financial Capacity of the Applicant/ Consortium Members under Clause 2.2.2.1, the Technical Capacity and Financial Capacity of their respective Associates would also be eligible hereunder. The definition of Associate has been provided herein in this RFQ in the Explanation to Clause 2.2.1 (c). It is clarified that a certificate from a qualified external auditor who audits the book of accounts of the Applicant shall be provided to demonstrate that a person is an Associate of the Applicant, as the case may be.

2.2.2.4 Currency conversion rate

For conversion of US Dollars to Rupees, the rate of conversion shall be exchange rate issued by Reserve Bank of India on the Application Due Date. In case of any other currency, the same shall first be converted to US\$ as on the date 60 (sixty) days prior to the Application 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.

2.3 Proprietary data

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

2.4 Cost of Application Process

The Applicants shall be responsible for all of the costs associated with the preparation of their Applications and their participation in the Application Process. The Authority shall not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Application Process.

2.5 Verification of information

- 2.5.1 It shall be deemed that by submitting an Application, the Applicant has:

- (a) made a complete and careful examination of the RFQ;
- (b) received all relevant information requested from the Authority;
- (c) accepted the risk of inadequacy, error or mistake in the information provided in the Application Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in sub-clause (a) or (b) above. No claim shall be admissible at any stage on this account; and
- (d) agreed to be bound by the undertakings provided by it under and in terms hereof.

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

2.6 Verification and Disqualification

2.6.1 The Authority reserves the right to verify all statements, information and documents submitted by the Applicant in response to this RFQ and the Applicant shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Authority shall neither relieve the Applicant of its obligations or liabilities hereunder nor affect any rights of the Authority hereunder.

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

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

Such misrepresentation/ improper response shall lead to the disqualification of the Applicant.

2.6.3 In case it is found during the evaluation or at any time before selection of the Selected Applicant(s) that one or more of the eligibility requirements 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 the Selected Applicant(s) has already been issued the LOA or has entered into the Empanelment Contract for provision of Services, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFQ, be liable to be terminated, by a communication in writing by the Authority to the Selected Applicant(s)

without the Authority being liable in any manner whatsoever to the Selected Applicant(s).

2.7 Contents of the RFQ

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

Section 1.	Introduction
Section 2.	Instructions to Applicants
Section 3.	Evaluation of Applications
Section 4.	Fraud and Corrupt Practices
Section 5.	Pre-Application Conference
Section 6.	Miscellaneous

Appendices

I.	Letter comprising the Application
II.	Details of the Applicant
III.	Power of Attorney in favor of Authorized Signatory
III A	Power of Attorney in favor of the Lead Member
IV	Technical Capacity of the Applicant
V	Financial Capacity of the Applicant
VI	Joint Application Agreement
VI A	Undertaking for Application
VII.	Application Checklist
VIII	Financial Proposal

2.8 Clarifications

2.8.1 Applicants requiring any clarification on the RFQ may notify the Authority in writing by e-mail to the email ID specified in Clause 1.2.7. They should send in their queries on or before the date mentioned in the schedule of Application Process specified in Clause 1.3. The Authority shall endeavor to respond to the queries within the period specified therein, but no later than 7 (seven) days prior to the Application Due Date. The responses will be uploaded on the Tender Website, without identifying the source of queries.

2.8.2 The Authority shall endeavor to respond to all the questions raised or clarifications sought by the Applicants. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause 2.8 shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

2.8.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Applicants. All clarifications and interpretations issued by the

Authority shall be deemed to be part of the Application Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

- 2.8.4 To facilitate evaluation of the Application, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Application. Such clarification(s) may without prejudice include clarifications with respect to minor deviations found in the Application and 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.
- 2.8.5 If an Applicant does not provide clarifications sought under Clause 2.8.4 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 and interpreting the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

2.9 Amendment of RFQ

- 2.9.1 At any time prior to the Application Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFQ by the issuance of addenda (“**Addendum**”).
- 2.9.2 Any Addendum issued hereunder will be issued and published on the Tender Website.
- 2.9.3 In order to afford the Applicants a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Application Due Date.

2.10 Format and Signing of Application

- 2.10.1 The Applicant shall provide all the information sought under this RFQ. The Authority will evaluate only those Applications that are uploaded on the Tender Website in the required formats and are complete in all respects, on or prior to the Application Due Date. Incomplete and /or conditional Applications or Applications not submitted online on Tender Website shall be rejected.
- 2.10.2 The Applicant shall submit its Application along with all appendices as prescribed under this RFQ, on the Tender Website. Each page of the Application shall be signed digitally by the authorized signatory of the Applicant.
- 2.10.3 The Applicant shall also on or before the Application Due Date submit a hard copy of

certain legal instruments and documents in hard copy to the address and person mentioned in Clause 2.11.3. The hard copy submission shall be referred to as the “**Enclosures of Application**”.

The Enclosures of Application shall include the following particulars:

- a) Original Demand Draft for the purpose of payment of Document Fee;
- b) Letter comprising the Application as provided in Appendix I;
- c) Power of Attorney for signing of Application in the prescribed format as provided in Appendix III and /or IIIA supported with board resolution or relevant extract of charter document in favour of executant;
- d) copy of the Joint Application Agreement, in case of a Consortium, substantially in the format at Appendix-VI;

For the avoidance of doubt, it is clarified that without prejudice to the requirement of submission of hard copy of Enclosures of Application, a scanned copy of the abovementioned Enclosures of Application shall also be uploaded on the Tender Website along with the respective Applications.

In case of any discrepancy and difference between the scanned copy and the original hard copy of the Enclosures of Application, the original hard copy shall prevail.

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

2.11 Documents comprising Application

2.11.1 (i) The Applicant shall submit the Technical Application comprising of following documents along with supporting documents as appropriate:

- (a) Appendix I - Letter comprising the Application
- (b) Appendix II - Details of the Applicant

- (c) Appendix III - Power of Attorney for Signing of Application in favor of the Authorized Signatory along with board resolution or relevant extract of charter document in favor of executant
- (d) Appendix IIIA - Power of Attorney in favour of the Lead Member duly supported with a charter document or board resolution in favour of executant
- (e) Appendix IV - Technical Capacity of the Applicant with supporting documents
- (f) Appendix V - Financial Capacity of Applicant with supporting documents
- (g) Appendix VI – Joint Application Agreement
- (h) Appendix VIA - Undertaking for Application
- (i) Appendix VII - Application checklist

2.11.2 The Applicant shall upload the Application in the format specified in Appendices I-VII, including the documents specified in Clause 2.11.1 above, on the Tender Website. Each page of the Application, including the appendices thereto, shall be signed digitally by the authorized signatory of the Applicant. The Applicants are required to sign their Applications using Class III - Digital Certificates at the time of uploading the soft copy of the Tender Website.

Further, the hard copy submission of the Enclosures of Application shall be made in a sealed envelope and the envelope shall be marked as “**RFQ - Application for Empanelment of Architecture/Design/Consultancy firms for Various works at Gujarat Biotechnology University**”. The envelope shall clearly mention the name and address of the Applicant.

2.11.3 The envelope mentioned above shall be addressed to the following officer and shall be submitted at the address below:

ATTN. OF: Registrar, Gujarat Biotechnology University

ADDRESS: Gujarat Biotechnology University, Nr. GIFT City, GIFT City Road, Shahpur Village, Gandhinagar- 382355

E-MAIL ADDRESS: info-gbu@gujarat.gov.in; registrar-gbu@gujarat.gov.in

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

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

2.12 Application Due Date

Applications comprising of the documents listed at Clause 2.11.1 of the RFQ shall be uploaded on the Tender Website and the hard copy of the Enclosures of Application shall be submitted at the address specified in Clause 2.11.3 on or before the date and time specified in Clause 1.3. Upon submission of the hard copy of the Enclosures of Application, a receipt thereof should be obtained from the authorized representative of the person specified at Clause 2.11.3. For the avoidance of doubt, the hard copy submission of the Enclosures of Application shall also be completed on or before the time specified in Clause 1.3 and on or before the Application Due Date failing which the Application shall be rejected as non-responsive and returned unopened.

2.13 Late Applications

Applications (both online submission on Tender Website and/ or hard copy submission of the Enclosures of Application) received by the Authority after the specified time on the Application Due Date shall not be eligible for consideration and shall be summarily rejected and hard copies [if submitted] shall be returned unopened on Applicant's request.

2.14 Preparation and Submission of Applications:

The Application shall be submitted by the Applicants as stated in Clause 2.11.1 only. No Application can be modified, substituted or withdrawn by the Applicant on or after the Application Due Date and time.

2.15 Opening of Applications

The Authority shall open Applications on the date and time specified in the Schedule of Application Process under Clause 1.3. The Applications shall be opened in the presence of the authorized representatives of the Applicants, who choose to attend. Application of only those Applicants shall be opened whose Applications have been uploaded on the Tender Website in the correct format and with complete appendices and whose Enclosures of Application have been physically received on or before the Application Due Date. The Authority will subsequently examine and evaluate the Applications in accordance with the provisions of Section 3 of this RFQ.

2.16 Rejection of Applications

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

fresh Applications hereunder.

- 2.16.2 The Authority reserves the right not to proceed with the Application Process at any time, without notice or liability, and to reject any Application without assigning any reasons.

2.17 Validity of Applications

The Applications shall be valid for a period of not less than 120 (one hundred and twenty) days from the Application Due Date. The validity of Applications may be extended by mutual consent of the respective Applicants and the Authority.

2.18 Confidentiality

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

2.19 Correspondence with the Applicant

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

SECTION 3

3 EVALUATION OF APPLICATIONS

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.

It is clarified that evaluation for each of the category will be carried out separately

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 a 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 RFQ, 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: Scoring of Technical Application
- Stage 4: Evaluation of Financial Proposal

3.1.5 Stage 1: 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 RFQ. 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 1500 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 RFQ.
 - h) The Application have PAN CARD and GST Number copy if applicable;

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 RFQ.

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: Scoring of Technical Applications

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 the scoring of their Technical Application will be undertaken basis Annexure 2 (“**Technical Scoring Criteria**”)

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 RFQ requirement.
- d) All the Shortlisted Applicants whose financial proposal is as per the RFQ will be considered for empanelment under this RFQ. Further, the lowest financial proposal in each category would be consider as the Empaneled Rate for the respective category; for avoidance of doubt, it is clarified that the lowest empaneled rate so discovered would be Empaneled Rate for the respective category.
- e) All the Shortlisted Applicants whose financial proposal is higher than the lowest proposal quoted by any Shortlisted applicant in that category shall have option to match the lowest financial proposal received in that category; subject to the applicant’s willingness to match the lowest financial proposal received in that category, only then it would be considered for empanelment with lowest financial proposal received in that

category. All such Applicants willing to match the lowest financial proposal will generally be designated as **Selected Applicant(s)**.

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 RFQ 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 The Authority, after determining that the Application has passed the test of responsiveness, shall evaluate the Applications submitted by all the Applicants and ascertain whether the Applicants have fulfilled the Minimum Eligibility Criteria stated in Clause 2.2.2.1 of this RFQ. The Applicants whose Applications fulfill the Minimum Eligibility Criteria, fulfilled the minimum technical score of this RFQ and submitted financial proposal as per the RFQ format shall be declared eligible for empanelment with the Authority for the provision of Services under this Project (“**Selected Applicant(s)**”).
- 3.3.2 The Selected Applicant(s) shall be issued a Letter of Award (“**LOA**”) in duplicate within the timeline stipulated in Clause 1.3, by the Authority and the Selected Applicant(s) 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(s) is not received by the stipulated date, the Authority may disqualify such Applicant(s) from the Project and the consequences set out in this RFQ shall follow.
- 3.3.3 After acknowledgement of the LOA as aforesaid by the Selected Applicant(s), the Authority shall execute the Empanelment Contract with the Selected Applicant(s), which shall govern the provision of Services and terms thereof within the specified time frame. The Selected Applicant(s) shall not be entitled to seek any deviations in such Empanelment 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.

3.5

Any information contained in the Application shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the

Applicants, if any Project is subsequently awarded to it on the basis of such information.

3.6 Authority's Rights

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.

3.7 Eligible Assignments

- a) For the purposes of determining Conditions of Eligibility and for evaluating the Application(s) under this RFQ, consultancy assignments as eligible assignments- similar facilities (the “**Eligible Assignments-Similar Facilities**”) shall be as under:

Experience of providing architectural design and/or providing detailed design including but not limited to the Architectural, Structural, MEPF, HVAC, Dry and Wet Laboratories, Biotech related infrastructure including gas pipelines, hot water etc. for Biotechnology and allied Research buildings and/ or Biotechnology and allied Laboratories and/or Higher Research Education Institution and/or Pharma Companies and/or R&D laboratories and/or Hospital projects during the last 5 years immediately preceding the ADD ,with total project cost of each such assignment being at least greater than and/or equal to the threshold mentioned in respective category in Clause 2.2.2.1. Experience of ongoing projects against this criterion would also be considered, provided that in such projects detailed design and engineering component of the work should have been completed by the Applicant;

- b) For the purposes of determining Conditions of Eligibility and for evaluating the Applications under this RFQ, consultancy assignments in respect of design and/or detailed engineering for the following projects shall be deemed as eligible construction supervision assignments (the “**Eligible Construction Supervision Assignments**”):

i) *Experience of construction supervision and monitoring and/or site supervision for Biotechnology and allied Research buildings and/ or Biotechnology and allied Laboratories and/or Higher Research Education Institution and/or Pharma Companies and/or R&D laboratories and/or Hospital projects during the last 5 years immediately preceding ADD, with total project cost of each such assignment being at least greater than and/or equal to the threshold mentioned in respective category in Clause 2.2.2.1. Ongoing project will only be considered if the value of works (Construction works) completed is equal to or more than 50% than the threshold mentioned in respective category in Clause 2.2.2.1 ;*

OR

ii) *Experience of construction supervision and monitoring and/or site supervision for infrastructure facilities with total project cost of each such assignment being at least two times than the threshold mentioned in respective category in Clause*

2.2.2.1, during the last 5 years preceding the ADD. Experience of projects involving construction supervision of bridges and roads would not be considered under this category. Ongoing project will only be considered if the value of works (Construction Phase) completed is greater than or equal to the threshold mentioned in respective category in Clause 2.2.2.1.

In addition to the above, during final selection of DTA preference will be given to experience in designing institutes of national repute including but not limited to IITs, CSIR, DBT institutes etc.

For the purpose of this RFQ, each such Eligible Assignment- Similar Facility and/or Eligible Construction Supervision Assignment shall be referred to as an “**Eligible Assignment**”.

SECTION 4

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 Application Process. Notwithstanding anything to the contrary contained herein, the Authority may reject an Application, without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Application Process.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 above, if an Applicant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Application Process, such Applicant shall not be eligible to participate in any tender or RFQ/RFP issued by the Authority for a period of 2 (two) years from the date such Applicant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 4.3 For the purposes of this Section 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Application Process (for the 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 Application Process or has dealt with matters concerning this RFQ or arising therefrom, before or after the/execution thereof, at any time prior to the expiry of 1 (one) year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Application Process); or (ii) save and except as permitted under Clause 2.2.1 (c) of this RFQ, engaging in any manner whatsoever, whether during the Application Process or after the selection of the Selected Applicant(s), as the case may be, any person in respect of any matter relating to the Project or the RFQ, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
 - (b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the

Application Process;

- (c) “**coercive practice**” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Application 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 Application 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 Application Process.

SECTION 5

5 PRE-APPLICATION CONFERENCE

- 5.1 A Pre-Application conference of the interested parties shall be convened at the designated date and time specified in Clause 1.3. The venue of the Pre-Application conference shall be **Gujarat Biotechnology University, Nr. GIFT City, GIFT City Road, Shahpur Village, Gandhinagar- 382355**.
- 5.2 A maximum of two representatives of each Applicant shall be allowed to participate on production of letter of authority from the Applicant.
- 5.3 During the course of Pre-Application conference(s), 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 Application Process.

SECTION 6

6 MISCELLANEOUS

- 6.1 The Application Process shall be governed by, and construed in accordance with, the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Application 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 RFQ/Application Process and/ or amend and/ or supplement the RFQ/Application Documents/Application Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Applicant(s) 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(s).
- 6.3 It shall be deemed that by submitting the Application, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the RFQ/Application Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.
-

APPENDIX I: LETTER COMPRISING THE APPLICATION

To:
The Registrar,
Gujarat Biotechnology University,
Nr. GIFT City, GIFT City Road, Shahpur Village,
Gandhinagar- 382355

Sub: Application for Empanelment of Architecture/Design/Consultancy firms for Various works at Gujarat Biotechnology University

Dear Sir,

1. With reference to your RFQ document dated **/**/2022, We, having examined the Application Documents and understood their contents, hereby submit our Application for the Project. The Application is unconditional and unqualified.
2. We acknowledge that the Authority will be relying on the information provided in the Application and the documents accompanying such Application for Selection of the Selected Applicant(s) for the aforesaid Project, and we certify that all information provided in the Application and in Appendix I are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Application are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as the Architecture/Design/Consultancy for undertaking the Project.
4. We shall make available to the Authority any additional information it may find necessary or required to supplement or authenticate the Application.
5. We acknowledge the right of the Authority to reject our Application without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. We certify that in the last 3 (three) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part
7. We declare that
 - a) We have examined and have no reservations to the Application Documents, including any Addendum issued by the Authority;
 - b) We do not have any Conflict of Interest in accordance with Clause 2.2.1 (c) of the RFQ;
 - c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFQ, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or

- any other public-sector enterprise or any Authority, Central or State; and
- d) We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFQ, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice
8. We understand that you may cancel the Application Process at any time and that you are neither bound to accept any Application that you may receive nor to select any Applicants for selection for the Project, without incurring any liability to the Applicants, in accordance with the provisions of this RFQ.
 9. We believe that we meet all the requirements related to Technical Capacity and Financial Capacity as specified in this RFQ.
 10. We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted nor have had adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
 11. 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/Authority or convicted by a Court of Law for any offence committed by us.
 12. We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our Directors.
 13. We undertake that in case of any change in facts or circumstances during the Application Process, we are attracted by the provisions of disqualification in terms of the RFQ and we shall intimate the Authority of the same immediately.
 14. We undertake that the Power of Attorney in favour of the authorized signatory for signing of Application, as per the format provided at Appendix III and/or III A of the RFQ, is also enclosed.
 15. We are a [*insert nature of entity being a company/ partnership firm, agricultural cooperative society/ farmers producer organization etc.*] incorporated/ registered under [*insert name of law*], as of the Application Due Date.
 16. We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Applicant, or in connection with the Application Process itself, in respect of the Project and the terms and implementation thereof.
 17. In the event of our being declared as the Selected Applicant(s), we agree to provide the Services in accordance with the terms and conditions provided in the Empanelment Contract issued by the Authority. We agree not to seek any changes in the aforementioned Empanelment Contract and agree to abide by the same.
 18. We have studied all the Application Documents carefully. We understand that except to the extent as expressly set forth in the Empanelment Contract for provision of Services to be issued by the Authority, we shall have no claim, right or title arising out of any documents

or information provided to us by the Authority or in respect of any matter arising out of it.

19. We have enclosed proof of payment of the Document Fee in accordance with the RFQ and in the form of original DD
20. We agree and understand that the Application is subject to the provisions of the Application Documents. In no case, we shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Application is not opened
21. I/We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries as provided in Order (Public Procurement No. 1) dated 23rd July 2020 issued by the Ministry of Finance, Department of Expenditure Public Procurement Division. I/We certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority as defined in the aforesaid Order and will not sub-contract any work to a contractor from such countries unless such contractor is registered with such Competent Authority. I/We hereby certify that this bidder fulfils all requirements in this regard as mentioned in the aforesaid Order and is eligible to be considered.¹
22. We agree and undertake to abide by all the terms and conditions of the RFQ

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

Yours faithfully,

Date: (Signature of the Authorised signatory)

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

Name and seal of Applicant

¹ The above undertaking shall be accompanied by, wherever applicable, evidence of valid registration by the Competent Authority, in the manner provided in the Order (Public Procurement No. 1) dated 23rd July 2020 issued by the Ministry of Finance, Department of Expenditure Public Procurement Division, which shall be attached along with this Undertaking, in order to demonstrate compliance with the aforesaid Order. The aforesaid Order has been provided in Appendix X for the guidance of bidders.

APPENDIX II: Details of the Applicant

(Self Attested Copy)

1. (a) Name:
(b) Address of the corporate headquarters and its branch office(s), if any, in India:
(c) Date of incorporation and/ or commencement of business:
(d) Copy of Pan Card
(e) Copy of GST number

2. Brief description of the Applicant including details of its main lines of business and proposed role and responsibilities in this Project:

3. Details of individual(s) who will serve as the point of contact/communication for the Authority:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Telephone Number:
 - (e) E-Mail Address:
 - (f) Fax Number:

4. Particulars of the Authorised Signatory of the Applicant:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Telephone Number:
 - (e) E-Mail Address:
 - (f) Fax Number:

5. The following information shall also be provided for the Applicant and/ or Associate²:

Name of Applicant:

No.	Criteria	Yes	No
1.	Has the Applicant/ its Associate been blacklisted/ barred by the {Central/State} authority, or any other government institution in India, from participating in any project.		

² Provide details of only those Associates whose Technical Capacity and Financial Capacity are to be evaluated

2.	If the answer to 1 is yes, does the blacklisting/ bar subsist as on the date of Application?		
3.	Has the Applicant/ its Associate paid liquidated damages of more than 5% (five percent) of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the last three (3) years?		

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

VERIFICATION

Verified that the content of above affidavit is true and correct to the best of my/our knowledge and belief. No part of it is false and nothing has been kept concealed therefrom.

Date:

(Signature of the Authorised signatory)

Place:

(Name and designation of the of the Authorised signatory)

APPENDIX III: Power of Attorney for Signing of Application

Know all men by these presents, We, _____(name of the entity and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. _____/ Ms _____(Name), son/daughter/wife of _____and presently residing at _____, who is {presently employed with us and holding the position of _____,} as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Application for the project related to *Empanelment of Architecture/Design/Consultancy firms for Various works at Gujarat Biotechnology University* (“Project”) being developed by Gujarat Biotechnology University(hereinafter referred to as “GBU” or “Authority”) including but not limited to signing and submission of all Applications and other documents and writings, participation in Applicants’ meetings and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all documents and undertakings consequent to acceptance of our Application, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Application for the Project and/ or upon award thereof to us and/ or till the completion of the Project as per the contract(s) for provision of Services executed with the Authority or any entity representing the Authority.

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

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

For

.....

(Name, Designation & Signature of person executing the PoA on behalf of Applicant)

Witnesses:

(Name, Signature, Title and Address)

- 1.
- 2.

[Notarised]

Accepted
.....

(Signature)
(Name, Title and Address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the 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.*
- *Power of Attorney should be executed on a non-judicial stamp paper of appropriate value as relevant to the place of execution (if required under applicable laws in India).*

Appendix IIIA : Format for Power of Attorney for Lead Member of Consortium

(To be executed on Stamp paper of appropriate value)

Whereas the [***] (“Authority”) has invited Applications from interested parties for the *Empanelment of Architecture/Design/Consultancy firms for Various works at Gujarat Biotechnology University* (“(the “Project”). Whereas, and (collectively the “Consortium”) being Members of the Consortium are interested in Application for the Project in accordance with the terms and conditions of the Request for Qualification 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 Application 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 Application for the Project, including but not limited to signing and submission of all applications, Applications 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 Application 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 Application 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.*

APPENDIX IV: Technical Capacity of the Applicant

(refer Clause 2.2.2.1 of the RFQ)

Abstract of Eligible Assignments of the Applicant^s

(refer clause 3.7)

S. No.	Name and Type of Eligible Assignment i.e. Eligible Assignments-Similar Facilities/Eligible Construction Supervision Assignments	Name of Client	Cost of Assignment/Total Project Cost (in Rs. Crore)
(1)	(2)	(3)	(4)
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 2.2.2.4.

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.

Eligible Assignments of Applicant

(Refer Clause 3.7)

1.	Name of Applicant:	
2.	Name and Type of Eligible Assignment i.e. Eligible Assignments-Similar Facilities/Eligible Construction Supervision Assignments, as the case may be.	
3.	Assignment being submitted for – Category name (i.e.1 and/or 2 and/or 3)	
4.	Other particulars of the Eligible Assignment	
5.	Description of services performed by the Applicant Firm:	

6.	Name of client and Address: (indicate whether public or private)	
7.	Name and telephone no. of client's representative:	
8.	Estimated capital cost of the Project (in Rs crore or US\$ million):	
9.	Payment received by the Applicant (in Rs. crore):	
10.	Start date of the services (month/ year):	
11.	Finish date of the services (month/ year):	
12.	Brief description of the Project:	
It is certified that the aforesaid information is true and correct to the best of my knowledge and belief.		
(Signature and name of authorised signatory)		

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 2.2.2.4.

APPENDIX V: Financial Capacity of the Applicant

(to be certified by the statutory auditor/ chartered accountant)

(refer Clause 2.2.2.1(B) of the RFQ)

S. No.	Financial Year	Annual Revenue (Rs./US \$ in million)
1.	2021-22	
2.	2020-21	
3.	2019-20	

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.

APPENDIX VI: Joint Application Agreement

(Refer Clause 2.2.1)

(To be executed on Stamp paper of appropriate value)

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

AMONGST

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

AND

2. {....., a company registered under the} and having its registered office at (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

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

WHEREAS,

- (A) Gujarat Biotechnology University (hereinafter referred to as “**GBU**” or “**Authority**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the “**Applications**”) by its Request for Qualification No. dated(the “**RFQ**”) for selection of Applicants for” (the “**Project**”).
- (B) The Parties are interested in jointly Application for the Project as members of a Consortium and in accordance with the terms and conditions of the RFQ and other Application Documents in respect of the Project, and
- (C) It is a necessary condition under the RFQ that the members of the Consortium shall enter into a Joint Application Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

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

2. Consortium

2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the

purposes of jointly participating in the Application Process for the Project.

2.2 The Parties hereby undertake to participate in the Application 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, it shall enter into a Development Agreement with the Authority and perform all its obligations in terms of the Development Agreement for the Project.

4. Role of the Parties

The Parties hereby undertake that Party of the First Part shall be the Lead Member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium throughout the contract period.

The Lead Member M/s would be responsible for the following obligations in the Development Agreement for the Project

-
-
-

The other member M/s would be responsible for the following obligations in the Development Agreement for the Project.

-
-
-

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

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFQ and the Development Agreement, till the execution of the Development Agreement.

6. Representation of the Parties

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

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

7. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the execution of the Development Agreement. However, in case the Consortium is either not declared as a Qualified Applicant by the Authority or does not get selected as the Selected Applicant for the Project, post physical verification, the Agreement will stand terminated upon return of the Application Security by the Authority to the Applicant in terms of the Application Documents.

8. Miscellaneous

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

8.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

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

SIGNED, SEALED AND DELIVERED
DELIVERED

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

SIGNED, SEALED AND

For and on behalf of
PARTY OF THE SECOND PART

(Signature)

(Name)
(Designation)
(Address)

(Name)
(Designation)
(Address)

In the presence of:

1.

2.

Notes:

1. The mode of the execution of the Joint Application Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

2. Each Joint Application Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.

APPENDIX-VIA: Undertaking for Application

To:
The Registrar,
Gujarat Biotechnology University,
Nr. GIFT City, GIFT City Road, Shahpur Village,
Gandhinagar- 382355

Sub: Undertaking for Application for Empanelment of Architecture/Design/Consultancy firms for Various works at Gujarat Biotechnology University

Dear Sir,

With reference to your RFQ document dated **/**/2022, We, having examined the Application Documents and understood their contents, hereby submit our Application for the Project. The Application is unconditional and unqualified.

- i. An Applicant can submit its Application for one or multiple categories. The Applicant has to clearly mention below under which category/categories it intends to apply for.

S.No	Category	Applied For (Yes/No)
1	Category 1 – Value of Works upto 15 Crores	
2	Category 2 – Value of Works more than 15 Crores but less than 100 Crore	
3	Category 3 – Value of Works more than 100 Crores	

Note:

- The Authority reserves the Right to accept or reject any or all Applications, at any time prior to the award of the contract.

Signature of Authorized Signatory of Applicant

Seal

Name: _____

Designation: _____

Place: _____

Date: _____

APPENDIX VII: Application Checklist

S. No	Item	Checked by Applicant & page no.	Checked by Authority
1	Letter comprising the Application (Appendix I)		
2	General Information of Applicant (Appendix II)		
3	Power of Attorney for signing of Application (Appendix III and /or III A) accompanied by a board resolution or charter document in favour of the executant.		
4	Technical Capacity of the Applicant (Appendix IV) including all supporting documents		
5.	Financial Capacity of the Applicant (Appendix V) including all supporting documents		
6	Joint Application Document		
7	Undertaking for Application		
8.	Incorporation or Registration certificate		
9.	Document Fee (in the form of a Demand Draft)		
10	GST Registration Certificate		
11	PAN Card		

APPENDIX VIII: 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

- ii. An Applicant can submit its Application for one or multiple categories. The Applicant has to clearly mention below under which category/categories it intends to apply for.

S.No	Title	Category	Applied For (Yes/No)	Contract Fee (in %) (in figures)	Contract Fee (in %) (in words)
1	Contract Fee as per terms and conditions of the RFQ	Category 1 – Value of Works upto 15 Crores			
2	expressed as a percentage (%) of the Actual Value of	Category 2 – Value of Works more than 15 Crores but less than 100 Crore			
3	works	Category 3 – Value of Works more than 100 Crores			

Note:

- The Authority reserves the Right to accept or reject any or all Applications, at any time prior to the award of the contract.
- The above Fee is exclusive of GST, but subject to income tax deduction at Source as per applicable laws

Signature of Authorized Signatory of Applicant

Seal

Name: _____

Designation: _____

Place: _____

Date: _____