



सत्यमेव जयते

Government of Gujarat

**Department of Science and Technology**

**Government of Gujarat**



**Tender of  
CIVIL CONSTRUCTION WORK OF CANTEEN FACILITY AT GUJARAT  
BIOTECHNOLOGY UNIVERSITY**

**By  
GUJARAT BIOTECHNOLOGU UNIVERSITY**

॥ विज्ञानं ब्रह्म ॥



Gujarat Biotechnology University  
GIFT Urban Extension Area, GIFT city road  
Gandhinagar- 382355



**Tender Notice: - GBU/Project/2023/03**

GBU/Project/2023/03

Date: 30/11/2023

To,

Registrar

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**Sub:** Civil Construction work of Canteen Facility at Gujarat Biotechnology University.

Dear Sir,

Online E- tenders are invited for the work as described in the enclosed BOQ. The bids can be filled in through (n) procure website: [https:// www.nprocure.com](https://www.nprocure.com) period from **30-11-2023 to 14-12-2023**.

The Bidder has to submit a Tender Fee ( of **Rs 1500** (including GST) /- & **14000/-** in the form of Demand draft of Nationalized Bank/scheduled bank to be drawn in favour of Gujarat Biotechnology University, payable at Gandhinagar.

The Bidder also has to submit a EMD of **Rs. 14000/-** in the form of Demand draft of Nationalized Bank/scheduled bank to be drawn in favour of Gujarat Biotechnology University, payable at Gandhinagar or in form of a Bank Guarantee in accordance with Clause 20.1 of the RFP.

The sealed cover of physical documents shall be super scribed: "Civil Construction work of Canteen Facility at Gujarat Biotechnology University". Agencies having adequate experience of similar type work will only be considered.

**Terms & Conditions: -**

- 1) The rates quoted shall exclude GST but include all taxes, levies, transportation and delivery at site.
- 2) The agency at his own cost shall replace any rejected material & items.
- 3) The rates quoted shall be valid for at least **12 months** from the work order issued date of tender.
- 4) The complete work shall be done as directed by Authority representative/ engineer in charge to the satisfaction of site requirement.
- 5) The water & electricity if required for the current work shall be provided by GBU at one location only. Necessary arrangement for DG set may be done by contractor for the work, if the electricity is not available at site of work. Contractor shall make his own arrangement to carry the same at required site location, under strict supervision and with prior permission of GBU.
- 6) Successful bidder shall submit security deposit ("Performance Security" or "Security Deposit")@ 10% of contract value in the form of BG, and it will be retained for the period up to 12 months after completion of the work. Agency (Selected Bidder) shall rectify any defect found in the work during the defect liability period at his own cost.
- 7) Bids shall be filled in through above mentioned web site in online format, only.

- 8) Tender fee & EMD shall be submitted along with supporting documents for technical and financial capacity before the **Bid Due date** through Speed Post/ courier/ hand delivery.
- 9) If tender fee & EMD is not received till **Bid Due date**, bid shall be rejected.
- 10) Only the Bidder that meeting the minimum eligibility criteria as stated in Clause 6 shall bid.
- 11) EMD of unsuccessful bidders shall be refunded without interest except in the case of the Selected Bidder whose EMD shall be retained till it has provided a Performance Security under the Contract. ..
- 12) Financial bids of only those bidders shall be opened who are technically qualified.



## **DISCLAIMER**

1. The information contained in this Request for Proposals document (“**RFP**”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
2. This RFP is neither an Contract nor an offer by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their Bids pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents, especially details regarding the Project Site, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.
3. Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
4. The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of this RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way from participation in the Bidding Process.
5. The Authority also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Bidder upon the statements contained in this RFP.
6. The Authority may in its absolute discretion prior to the Bid Due Date, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP at any time during the Bidding Process.
7. The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of work and obligations of the Selected Bidder or the Authority’s rights to amend, alter, change, supplement or clarify the scope of work of the Project, to be awarded pursuant to this RFP.
8. The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder or Contractor, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever. Mere

submission of a responsive Bid does not ensure selection of the Bidder as Contractor.

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

## Data Sheet

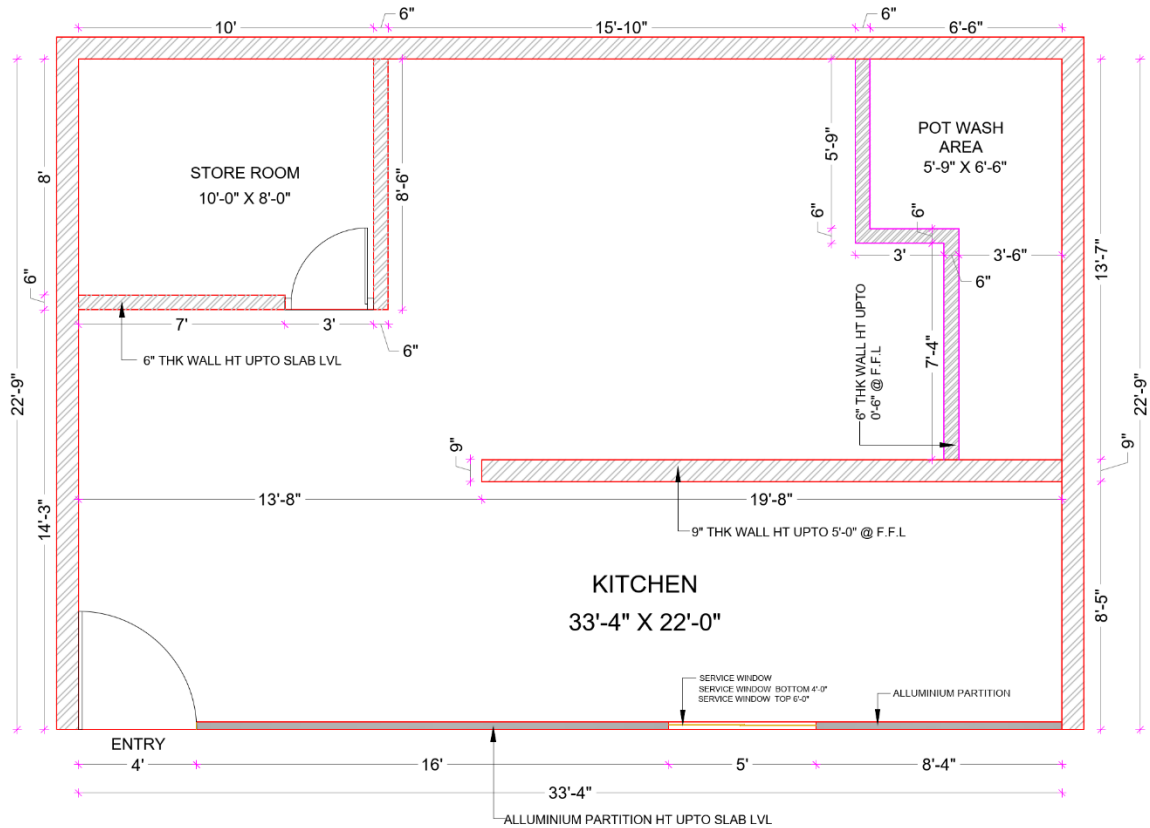
S. N.	Description	Details
1.	Publication of Tender	XX/XX/XXXX
2.	Submission of Tender	<a href="https://www.tender.nprocure.com">https://www.tender.nprocure.com</a>
3.	Date and time for Pre bidconference & Site Visit	06. 12. 2023 at 4:00 PM Venue – Conference room, Academic Building, Gujarat Biotechnology University, GIFT City Road, Gandhinagar -382 355
4.	Contact person for queries	Registrar, GBU <a href="mailto:registrar@gbu.edu.in">registrar@gbu.edu.in</a>
5.	Last date and time for submission of Technical Biddng Physical form at Directorate of Archaeology & Museums office	15. 12. 2023 at 1800 hours
6.	Last date and time for submission of Technical and Financial Bid online in <a href="https://gem.gov.in/">https://gem.gov.in/</a> (“Bid Due Date”)	14. 12. 2023 at 1800 hours
7.	Opening of Technical bids	Will be intimated by Authority
8.	Opening of Financial Bids	Will be intimated by Authority to Eligible bidders
9.	Bid Security (EMD)- refundable and non-interest bearing	Rs 14000.00 In form of Demand Draft /Bank Guarantee Bankers Cheque or Online issued in favour of “Gujarat Biotechnology University” payable at Gandhinagar.
10.	Document Fee	Rs 1500 (Including GST) In form of Demand Draft in favour of “Gujarat Biotechnology University” payable at Gandhinagar.
11.	Place for submission of physical documents of Eligibility & Technical bid, EMD	The Registrar Gujarat Biotechnology University, GIFT Urban Extension Area, Gandhinagar - 382355
12.	Address for communication	The Registrar Gujarat Biotechnology University GIFT Urban Extension Area, Gandhinagar - 382355  E-mail: <a href="mailto:tender@gbu.edu.in">tender@gbu.edu.in</a> , <a href="mailto:registrar@gbu.edu.in">registrar@gbu.edu.in</a>
13.	Bid validity	180 days
14.	Work completion period	30 days



## **A. GENERAL INFORMATION TO BIDDERS**

### **1 INTRODUCTION**

- 1.1 The Gujarat Biotechnology University (hereinafter referred to as “**GBU**” or “**Authority**”) is functioning as an autonomous body under the aegis of the Department of Science & Technology (“**DST**”), Government of Gujarat. GBU is established through Gujarat Biotechnology University Act, 2018 by state assembly.
- 1.2 For its students and staff, the Authority has proposed to renovate the existing canteen for the ease of everyone and to include the basic facility. The Authority proposes to appoint a Construction Agency (hereinafter referred to as “**Contractor**” or “**Agency**”) for the development of the Project (“**Project**”) as per approved design.
- 1.3 The selection of the agency shall be on the basis of an evaluation by Authority in accordance with the method of selection specified in the RFP (the “**Selection Process**”). Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that Authority’s decisions would be final without any right of appeal whatsoever.
- 1.4 The Agency shall be responsible for discharging its obligations in accordance with the proposed Construction Contract to be signed between the Authority and the Agency (“**Contract**”). The draft Contract has been provided in this RFP and the Scope of Project of the Agency along with the specifications are set out in the draft Contract.
- 1.5 The indicative cost for the Project has been estimated as INR 6.94 Lakhs (“**Estimated Contract Price**”) exclusive of GST but inclusive of all other taxes, duties, cess, withholding taxes as applicable as per laws including cost of construction and 1 year defect liability period. The Estimate Contract Price shall include costs towards building the facilities, the complete civil, plumbing (MEP) and electrical works. The indicative layout / changes in canteen facility are shown in the below image.



1.6 The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of work and obligations of the Selected Bidder/ Contractor set out in detail in the Contract or the Authority's rights to amend, alter, change, supplement or clarify the scope of work or the Project, to be awarded pursuant to the Bidding Documents. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including between this RFP or the Contract are to be noted, interpreted, and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.

1.7 The Authority shall receive Bids pursuant to this RFP and other documents to be provided by the Authority, as modified, altered, amended and clarified from time to time by the Authority (collectively the "**Bidding Documents**"). All Bids shall be prepared and submitted in accordance with such terms on or before the time on the date specified in Data Sheet for submission of Bids (the "**Bid Due Date**").

## 2 BRIEF DESCRIPTION OF BIDDING PROCESS

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

In the first step, based on the details submitted, the Technical Bids of all Bidders shall be evaluated as to whether they are responsive in terms of Clause 3 and whether, they meet the Minimum Eligibility Criteria (“**Minimum Eligibility Criteria**”) which includes Technical and Financial Capacity as set forth here in below of this RFP for undertaking the Project.

- 2.2 The Financial Bids of only those Bidders who are considered responsive and meet the Minimum Eligibility Criteria (the “**Qualified Bidders**”) hereof would be opened and evaluated for the purpose of identifying the Selected Bidder (“**Selected Bidder**”). The selection of Bidder shall take place as per clause 23 thereof.
- 2.3 Any addenda issued subsequent to this RFP, but on or before the Bid Due Date, will be deemed to form part of the Bidding Documents.

## 3 SITE VISIT AND VERIFICATION OF INFORMATION

- 3.1 Bidders are encouraged to submit their respective Bids after visiting the proposed site for the Project (“**Project Site**”) and ascertaining for themselves at their cost, the site conditions, demand, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them and as may be required for submitting their respective Bids for award of the Project and for carrying out the works and obligations, in accordance with the terms and conditions of the Contract
- 3.2 Any queries or request for additional information concerning this RFP shall be submitted through e-mail on the email ids mentioned in the Data Sheet.
- 3.3 The pre-bid queries should be submitted to [tender@gbu.edu.in](mailto:tender@gbu.edu.in) in the format specified below to be considered for response and they should be submitted in MS-Excel format. Pre-bid queries not submitted in the prescribed format may not be responded to.

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

It is preferred that the queries should be sent to the Authority within the time period as mentioned in the data sheet. The email shall clearly bear the following identification/ title/ subject:

**“Queries/Request for Additional Information: RFP for Appointment of Contractor for Civil Construction Work of Canteen Facility at Gujarat Biotechnology University”.**

- 3.4 The Authority shall endeavor to respond to the queries within the period specified in data sheet. The Authority shall endeavor to upload the responses to the queries on the e-Procurement Portal without identifying the source of queries.
- 3.5 Pre-bid meeting of the Bidders shall be convened at the designated date, time and place provided in data sheet. During the course of pre-bid meeting, the Bidders shall be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, at its sole discretion, consider appropriate for facilitating a fair, transparent, and competitive Bidding Process.

#### 4 SCHEDULE OF BIDDING PROCESS

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

#### 5 GENERAL TERMS OF BIDDING

- 5.1 For the purpose of this Project it is hereby clarified to the Bidders that no Bidder shall submit more than 1 (one) Bid for the Project, failing which such Bidder and its Bids shall be summarily rejected.
- 5.2 Unless the context otherwise requires, the terms not defined in this RFP, but defined in the Contract shall have the meaning assigned thereto in the Contract.
- 5.3 The Bidding Documents can be downloaded from the websites specified herein below. <https://tender.nprocure.com> and <https://gbu.edu.in>

For avoidance of doubt, it is clarified that the Bid shall be submitted on or before the Bid Due Date and time at the address specified in the Data Sheet serial number 5 and 6. The Bidder shall deposit a non-refundable tender document fee as specified in serial number 4 of the Data Sheet (the “**Document Fee**”) towards purchase of the RFP. The Document Fee shall be in the form of Demand Draft issued in favour of “**Gujarat Biotechnology University**” payable at Gandhinagar. In case Document Fee being in demand draft, it is required to be issued by all Nationalized Bank or other

bank specified in Government of Gujarat, GR No: EMD/4/2022/0002/DMO dated May 20, 2022 issued by Finance Department (and as amended from time to time) payable at Gandhinagar.

- 5.4 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the Contract shall have an overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Contract.
- 5.5 The Bid shall be furnished as per formats provided in Annexure(s) of this RFP.
- 5.6 The Financial Bid for a Project should be submitted on the <https://tender.nprocure.com>, (“**e-Procurement Portal**”) only as per the format specified therein. In the event of any difference between figures and words, the amount indicated in words shall be taken into account. Any physical submission of the financial bids will be summarily rejected.
- 5.7 The Bidder shall deposit a Bid Security in accordance with the provisions of this RFP. The Bidder has to provide the Bid Security in the form of a Bank Guarantee, acceptable to the Authority, as per format set forth in Annexure E of Appendix-I.
- 5.8 The Bidder should submit a Power of Attorney as per the format set forth in Annexure 11, duly supported with extracts of the charter document or board resolution, in favour of executant authorising the signatory of the Bid to commit the Bidder.
- 5.9 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 5.10 All communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
- 5.11 The Bidding Documents including this RFP and all attached documents are and shall remain the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the Authority will not return any Bid or any information provided along therewith.
- 5.12 A Bidder shall not have a conflict of interest, as more specifically described below, (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be. The Bidder acknowledges and agrees such forfeiture and appropriation of the Bid Security or Performance Security (as the case may be) is reasonable and represents the mutually agreed genuine pre-estimated loss and damages likely to be suffered and incurred by the Authority and not by way of penalty for, *inter alia*, the time, cost and effort of the Authority, including consideration of such Bidder’s proposal (“**Damages**”). The Bidder acknowledges and agrees that such forfeiture and appropriation of the Bid Security or Performance Security (as the case may be) is without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

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

- a) the Bidder or Associate (or any constituent thereof) and any other Bidder or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this qualification shall not apply in cases where the direct or indirect

shareholding of a Bidder or an Associate thereof or any shareholder thereof having a shareholding is not more than 25% (twenty five per cent) of the paid up and subscribed share capital of such Bidder, Associate, as the case may be, in the other Bidder(s) or Associate is not more than 25% (twenty five per cent) of the paid up and subscribed equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 2(72) of the Companies Act, 2013. For the purposes of this Clause 2.1.13, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or

- b) a constituent of such Bidder is also a constituent of another Bidder; or
- c) such Bidder or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder or Associate; or
- d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- e) such Bidder or any Associate thereof has a relationship with another Bidder or any Associate thereof, directly or through common third parties, that puts them in a position to have access to each other’s information about, or to influence the Bid of either or each of the other Bidder; or
- f) such Bidder has participated as a consultant or sub-consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

*Explanation:*

For the purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under common control with such Bidder (the “**Associate**”). The expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting share capital of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person, whether by operation of law or by contract or otherwise. It is clarified that a certificate from a statutory auditor who audits the book of accounts of a Bidder shall be provided to demonstrate that a person is an Associate of the Bidder.

5.13 Any award of the Project shall be subject to the terms of Bidding Documents.

5.14 A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Contract. In the event any such adviser is engaged by the Selected Bidder or Contractor, as the case may be, after issue of the LOA or execution of the Contract for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Contract and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have thereunder or otherwise, the LOA or the Contract, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Contractor for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder or Associate in the past but its assignment expired or was terminated prior to the Bid Due Date. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

5.15 This RFP is not transferable.

## 6 MINIMUM ELIGIBILITY CRITERIA

6.1 Only single bidder is permitted. No Joint venture/ consortium is permitted.

6.2 The Bidder(s) interested in participating in the Selection Process must be a duly registered legal entity in India, under any one of the following categories: -

- a Limited Liability Partnership (“**LLP**”) registered under the LLP Act, 2008 or
- a Partnership Firm (“**Firm**”) registered under the Indian Partnership Act, 1932 or
- an Indian Company (“**Company**”) registered under the Companies Act, 1956/ 2013; or
- a Not-for-Profit Organization (“**NPO/ NGO**”) or a **Society** registered under the Societies Act, 1860; or under any State Societies Registration Act; or
- a Trust (“**Trust**”) registered under the Applicable Laws of India; or
- a Sole Proprietorship/a Natural Person.

Registration documents of the Bidder as a duly registered legal entity in India along with:

- Registration document showing incorporation of the Bidder;
- Details of Board of Director/ Managing Director/ CEO/ Partners/ Governing body or council/ managing or executive committee members/ Trustees/ Proprietor signed by the PoA Holder
- Charter document including MOA and AOA, in case of the Company
- PAN Card of the registered legal entity
- GST certificate of the registered legal entity
- Certified copy of registered Partnership Deed; copy of Statement filed in the Register of Firms disclosing names, addresses and relevant details of all partners of the Partnership Firm
- Copy of the Registration Deed and Byelaws, in case of an NGO or Society
- Certified copy of Trust Deed
- Copy of the Registration Deed and byelaws, in case of an NGO or Society
- Any other supporting document, as may be required
- The bidder shall submit incorporation documents in support along with the technical proposal.

6.3 The Bidder must meet the following criteria of “Technical Capacity”:

1. The bidder should show minimum experience of three years in construction.

2. Bidder must have single completed similar work of minimum value of Rs. 7.00 Lakhs in the last five years.

(Similar work – Any construction or renovation work of a building for State Government or Central Government or other government bodies or PSU or Educational Institutes.

The Bidder shall provide the documentary evidence in support of its credential such as Contract copy/work order / Letter of Award, and/or client certificate or statutory auditor's certificate or Chartered Accountant's certificate, as the case may, be for demonstrating the Technical Capacity. Such documentary evidence shall be duly signed by the authorized signatory of the Bidder. The bidder should submit experience certificate of successful completion of work signed by executive engineer or similar designated officer of Govt/ semi government/ PSU/ Academic.

- 6.4 Bidder shall attach GST Number & its certificate.
- 6.5 Bidders shall attach PAN Number & its certificate.
- 6.6 The Bidder shall meet the following criteria of "Financial Capacity"
- a) The Bidder must have an average annual Turnover greater than INR 1 Crore (Rupees One Crore only) for the last 3 (three) preceding financial years
  - b) The Bidder should have positive net worth as on 31<sup>st</sup> March 2023. This must be duly certified by a CA.
  - c) Bidders shall have to submit Solvency Certificate of Rs 15.0 lakhs from Nationalized or Scheduled bank.

For the purposes of this RFP, net worth (the "Net Worth") shall mean:

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

The Bidder shall provide documentary evidence by way of Statutory Auditor's /Chartered Accountant's certificate for demonstrating the Financial Capacity as specified in this Clause. Such documentary evidence shall be duly signed by the authorized signatory of Bidder.

Bidder must submit all supporting documents of matching the criteria in absence of the same bidder is liable to reject.

Note: Bidders have to full fill all the above criteria, who fail to satisfy they will be disqualified. Decision of GBU shall be final and binding on all matters.

## **7 COST OF BIDDING**

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



## **8 SITES VISIT AND VERIFICATION OF INFORMATION**

- 8.1 Bidders are encouraged to submit their respective Bids after visiting the Site and ascertaining for themselves the conditions, location, surroundings, Applicable Laws, applicable permits and regulations, and any other matter considered relevant by them for submitting their Bids in response to the RFP.
- 8.2 It shall be deemed that by submitting a Bid, the Bidder has:
- a) made a complete and careful examination of the Bidding Documents;
  - b) received all relevant information requested from the Authority;
  - c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause above;
  - d) satisfied itself about all matters, things and information including matters referred to in Clause hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations there under;
  - e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Contract;
  - f) agreed to be bound by the undertakings provided by it under and in terms hereof.
- 8.3 The Authority shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the Bidding Documents including the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

## **9 RIGHT TO ACCEPT AND TO REJECT ANY OR ALL BIDS**

- 9.1 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.
- 9.2 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and / or reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- 9.3 The Authority reserves the right to reject any Bid and appropriate the Bid Security if, at any time, a material misrepresentation is made or uncovered or the Bidder does not provide, within the time specified by the Authority, supplemental information sought by the Authority for evaluation of the Bid. Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Bids have been opened and the First Ranked Bidder gets disqualified / rejected, then the Authority reserves the right to select bidder as per Selection of Bidder clause.

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

## 10 CLARIFICATIONS

- 10.1 Bidders requiring any clarification on the Bidding Documents including the RFP may notify the Authority in writing through e-mail. They should send in their queries before the date mentioned in the schedule of Bidding Process. The Authority shall endeavor to respond to the queries within the period specified therein. The responses will be uploaded on e-procurement portal and Authority's website.
- 10.2 The Authority shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.
- 10.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

## 11 AMENDMENT OF RFP

- 11.1 At any time prior to the deadline for submission of Bids, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of an addendum (“**Addendum**”).
- 11.2 Any Addendum issued hereunder will be uploaded on e-procurement portal and Authority's website for all the bidders.
- 11.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, at its own discretion, extend the Bid Due Date.

## 12 MARKING OF BIDS

- 12.1 The Bidder shall submit the Financial Bid through e-Procurement portal only for the Project in the format specified in Annexures and is not to be submitted with the hard copy (physical submission) of Technical Bid. **The Bidder shall mandatorily submit the hard copy of the Technical Bid and upload scanned copy of Technical Bid in accordance with the documents as required in this RFP on or prior to the Bid Due Date. If Financial Bid is submitted along with the hardcopy of Technical Bid through RPAD/Speed Post/Courier, it will lead to disqualification of the Bidder.**
- 12.2 Clause Deleted

12.3 The envelope shall be addressed to the following address:

The Registrar,  
Gujarat Biotechnology University,  
GIFT City Road, Gandhinagar-382 355

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

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

### **13 LATE BIDS**

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

### **14 MODIFICATIONS/ SUBSTITUTION/ WITHDRAWAL OF BIDS**

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

14.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 12.4, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

14.3 Any alteration/ modification in the Bid or additional information supplied subsequent to the specified time on the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

### **15 REJECTION OF BIDS**

15.1 If any Bid received by the Authority is found not signed and/or sealed and/or hard bound and/or marked and/or not accompanied by the Bid Security, it may be summarily rejected.

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

15.3 The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

### **16 VALIDITY OF BIDS**

The Bids shall be valid for a period of not less than 180 (One hundred and eighty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

### **17 CONFIDENTIALITY**

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the Bidding Process or is not a retained professional advisor advising the Authority in relation to, or matters

arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

## **18 CORRESPONDENCE WITH THE BIDDER**

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

## **19 Tender Fee**

The RFP document is available online to registered users. A non-refundable RFP submission fee of INR 1,500/- (INR One Thousand Five Hundred only) including GST shall be payable (“**Tender Fee**”), by each Bidder for their Proposals to be accepted. The Tender fee shall only be paid in the manner specified in this RFP.

## **20. BID SECURITY**

- 20.1 The Bid shall be valid for a period of not less than 180 (One Hundred and Eighty) days from the Bid Due Date. In terms of the RFP, a Bidder is required to deposit, along with its Bid, a bid security equivalent to the amount specified in Data Sheet as the Bid Security (“**Bid Security**”). The Bid Security will be refundable, not later than 30 (Thirty) days of notice of award of contract except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Contract. The Bidders will have to provide Bid Security in the form of Demand Draft or “**Bank Guarantee**” in format set out in Annexure 7 in favor of “**Gujarat Biotechnology University**” payable at Gandhinagar issued by all Nationalized Bank or other banks as per the GR No: EMD/4/2022/0002/DMO dated May 20, 2022 as amended from time to time, , payable at Ahmedabad acceptable to the Authority and the validity period of the Bank Guarantee, shall not be less than 240 (Two Hundred and Forty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days and may be extended and as may be mutually agreed between the Authority and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security
- 20.2 The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.
- 20.3 The Bid Security of unsuccessful Bidders, other than the Second Ranked Bidder, will be returned by the Authority, without any interest, as promptly as possible on selection of the Selected Bidder(s) or when the Bidding process is cancelled by the Authority. The Bid Security of the Second Ranked Bidder will be returned within 15 (fifteen) days of signing of Contract with the Selected Bidder.
- 20.4 The Selected Bidder(s)’ Bid Security will be returned, without any interest, upon the Bidder signing the Contract and furnishing the Performance Security in accordance with the provisions thereof.
- 20.5 The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages *inter alia* in any of the events specified in Clause herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the Bid validity period. No relaxation of any kind on Bid Security shall be given

to any Bidder.

- 20.6 The Bid Security shall be forfeited and appropriated by the Authority as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or the Contract, or otherwise, under the following conditions:
- (a) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;
  - (b) If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by the Bidder from time to time;
  - (c) In the case of Selected Bidder, if it fails within the specified time limit -
    - (i) To sign the Letter of Award;
    - (ii) Sign the Contract; or
    - (iii) To furnish the Performance Security within the period prescribed thereof in the Contract;
  - (d) In case the Selected Bidder, having signed the Contract, commits any breach thereof prior to furnishing the Performance Security.

## **21 OPENING AND EVALUATION OF BIDS**

- 21.1 The Authority will open the technical bids and subsequently examine and evaluate the Bids in accordance with the provisions set below.
- 21.2 To facilitate evaluation of Technical Bid, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Technical Bid. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. If a Bidder does not provide clarifications sought under this clause within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.
- 21.3 The Authorized Representative's authorization should be confirmed by a written power of attorney by the competent authority in the format set out in **Annexure-11** of this RFP.

## **22 TESTS OF RESPONSIVENESS**

- 22.1 As part of the evaluation of Technical Bids, the Authority shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if,
- a. it is received as per the specified format;
  - b. it is received by the Bid Due Date;
  - c. it is signed and marked as stipulated in this RFP;
  - d. it is accompanied by the Tender Fees as specified in this RFP;
  - e. it is accompanied by the EMD as specified in this RFP;
  - f. it is accompanied by the Power of Attorney as specified in this RFP;
  - g. it contains all the information and documents (complete in all respects) as requested in this RFP;
  - h. it contains information in formats same as those specified in this RFP;
  - i. it contains certificates from its statutory auditors/Chartered Accountant (having valid registration) as specified in the RFP;
  - j. it does not contain any condition or qualification;

- k. the Technical Bid has been submitted in hard copy as stipulated in Clause 12.1 of this RFP
- l. it is not non-responsive in terms hereof

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

### **23 SELECTION OF BIDDER**

23.1 The Bidders considered as responsive and fulfilling the Minimum Eligibility Criteria shall be further evaluated based on the evaluation criteria set forth in the RFP.

23.2 Financial Bids of only Qualified Bidders shall be considered for evaluation and shall be invited for the opening of Financial Bids.

23.3 Date of opening of price bid/ financial bid will be as per Tender Notice on to those bidders who are qualified in technical bid. Price bid/ financial bid of only qualifying bidders based on evaluation of technical bid shall only be opened. Price bid/ financial bid of bidders who are not technically qualified by Gujarat Biotechnology University shall not be opened. The qualified Bidders shall be ranked on the basis of their price bid/ financial bid. The **Bidder offering the lowest total cost shall be ranked 1 i.e. L1 (“Lowest Bidder”)** and accordingly, subsequent bidders as 2 (“**Second Ranked Bidder**”), 3, etc. Generally, the **Bidder quoting the lowest total cost shall be declared as the selected bidder (“Selected Bidder”)**. In the event that 2 (two) or more qualified bidders are determined, in terms hereof, as L1 (the “**Tie Bidders**”), then such Tie Bidders shall be asked to further submit a best and final offer quote in sealed envelope on request of client. (“**Best and Final Offer**”) which shall be lower than their common L1 quote for being eligible for consideration; and in such event Bidder offering the lowest quote among them shall be the Selected Bidder; or in case the tie still persists in such second round, then the Authority may annul the bidding process and may invite fresh bids. In the event that the Lowest Bidder withdraws or is not selected for any reason in the first instance (the “**First Round of Bidding**”) as the Selected Bidder, the Authority may invite all the remaining Qualified Bidders to revalidate or extend their respective Bid Security, as necessary, and shall invite all the remaining bidders to match the bid of the aforesaid Lowest Bidder (the “**Second Round of Bidding**”). If in the Second Round of Bidding, only one Bidder matches the aforesaid Lowest Bidder, it shall be the Selected Bidder. If two or more Bidders match the said Lowest Bidder in the Second Round of Bidding, then the Bidder whose Bid was ranked higher as compared to other Bidder(s) in the First Round of Bidding shall be the Selected Bidder. For example, if the third and fifth ranked Bidders in the First Round of Bidding offer to match the said first ranked Bidder in the Second Round of Bidding, the said third rank Bidder shall be the Selected Bidder.

In the Financial Bid, the bidder is required to quote a lumpsum figure. The Authority reserves the right to call the Selected Bidder for the negotiations.

23.4 Financial bid shall be evaluated in terms of lowest over-all cost and the agency qualifying on this merit shall be treated as L1 bidder. Qualifying as L1 bidder does not grant any right to the bidder. Gujarat Biotechnology University reserves the right to accept/reject any/all bidders including the L1 bidder.

23.5 After selection, a Letter of Award (the “**LOA**”) shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 3 (three) working days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the

Selected Bidder(s) to acknowledge the LOA, and the Second Ranked Bidder may be considered and maybe invited for negotiations by the Authority at its sole discretion.

- 23.6 After acknowledgement of the LOA as aforesaid by the Selected Bidder(s), it shall execute the Contract within 7 days. The Selected Bidder(s) shall not be entitled to seek any deviations in the Contract.

## **24 CONTACTS DURING BID EVALUATION**

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

## **25 FRAUD AND CORRUPT PRACTICES**

- 25.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Contract. Notwithstanding anything to the contrary contained herein, or in the LOA or the Contract, the Authority shall reject a Bid, withdraw the LOA, or terminate the Contract, as the case may be, without being liable in any manner whatsoever to the Bidder or successful Bidder, as the case may be, if it determines that the Bidder or successful Bidder, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

- 25.2 Without prejudice to the rights of the Authority under this Clause hereinabove and the rights and remedies which the Authority may have under the LOA or the Contract, if a Bidder or Contractor, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Contract, such Bidder or Contractor shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Contractor, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

- 25.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

- i. **“corrupt practice”** means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOA or has dealt with matters concerning the Contract or arising therefrom, before or after the execution thereof, at any time prior to the expiry of 1 (one)

year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process);

- ii. **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- iii. **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- iv. **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- v. **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

## 26 MISCELLANEOUS

- 26.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Gandhinagar, Gujarat shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.
- 26.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- a) suspend and/or cancel the Bidding Process and/or amend and/or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
  - b) consult with any Bidder in order to receive clarification or further information;
  - c) retain any information and/or evidence submitted to the Authority by, on behalf of, and/or in relation to any Bidder; or
  - d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.
- 26.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.
- 26.4 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Gandhinagar, Gujarat shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.
- 26.5 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- 1. suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
  - 2. consult with any Bidder in order to receive clarification or further information;



3. qualify or not to qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;
  4. retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
  5. independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 26.6 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto, and/ or in connection with the Bidding 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.

## B. THE CONDITIONS OF CONTRACT

### 1 Definitions

- 1) In constructing these Conditions, the Specification Schedule of Quantities and Contract, the following words shall have the meanings herein assigned to them except where the subject or context otherwise requires.
  - a) **“Employer”, “GBU” Or Owner**: shall mean Gujarat Biotechnology University and shall include its assigns and successors.
  - b) **“Contractor”**: shall mean (Name & Address) and shall include his (their) legal representative’s assigns or successors
  - c) **“Site”**: shall mean the Site of Contract Works, i.e. at Gujarat Biotechnology University, nr. GIFT City, GIFT city road, Gandhinagar including and building and erections thereon and any other land (inclusively), as aforesaid, allotted by the employer for the Contractors use.
  - d) **“Contract”**: shall mean Articles of Tender Contract, Letter of Intent, the Special Conditions, the Conditions the appendix, the Schedule of Quantities and Specifications, Drawings etc. attached hereto and duly signed.
  - e) **“Notice in writing”**: written notice shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received), by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received within 24 hours of dispatch when in the ordinary course of post, it would have delivered.
  - f) **“Act of Insolvency”**: shall mean any Act of Insolvency as defined by the Presidency Towns Insolvency Act, or the Provincial Insolvency Act or any amending such original.
  - g) **“Net Prices”**: If in arriving at the Contract amount the Contractor shall have added to or deducted from the total of the items in the Tender any sum either as a percentage or otherwise, then the net price of any item in the Tender shall be the sum arrived at by adding to or deducting from the actual figure appearing in the Tender as the price of that item a similar percentage of proportion by the Contractor of any prime cost items and provisional sums of money shall be deducted from the total amount of the Tender. The expression “net rates” or to the Contract or accounts shall be held to mean rates or prices so arrived at.
  - h) **“Work”**: The expressions work, or work shall mean the works by or by virtue of contract contracted to be Executed whether temporary or permanent and whether original, altered, substituted or additional by the Contractor
  - i) **“Defect Liability Period”**: shall be the period as defined in Clause 4.19.
  - j) The Authority and Agency together shall be referred to as Parties **“Parties”** to Contract and individually as Party **“Party”**.

## **2 CLAUSE DELETED**

### **3 SCOPE OF CONTRACT**

The Contractor shall carry out and complete the said work in every respect in accordance with this tender and of with the directions of and to the satisfaction of Owner. The Drawing and BoQ is attached for reference under Annexure 9. The GBU may in his absolute discretion and from time to time issue further drawings (if applicable) and/or written instructions, details directions and explanations, which are hereafter collectively, referred to as Authority's instructions.

In regard to: -

- a) The variations or modification of the design quality or quantity of works of the additions or omission or substitution of any work.
- b) Any discrepancy in the drawings or between the Schedule of Quantities and/or drawings and/or Drawings and or specification.
- c) The removal from the Site of any materials brought thereon by the Contractor and the substitution of any other material thereof.
- d) The removal and/or re-execution of any works executed by the Contractor.
- e) The dismissal from the works of any person employed thereupon.
- f) The opening up for inspection of any work covered up.
- g) The amending and making good of any defects under clause 4.19 hereon.

The Contractor shall for which comply with and duly execute any work, comprised in such Owners instructions, provided always that the verbal instructions, directions, and explanations given to the Contractor or his representative upon the works by the Owners shall, if involving a variation, be confirmed in writing by the Contractor within seven days. The Developer shall not proceed with any services or works as part of the proposed Variation unless expressly instructed by the Authority in writing.

## **4 TERMS OF CONTRACT**

### **4.1 VARIATION TO BE APPROVED BY THE EMPLOYER**

During the Contract, the Authority as well as the Contractor shall have a right to seek variation in the Work ("**Variation**") by way of a written proposal at any time prior to issuing of the Works Completion Certificate. Provided however, the Variation shall not exceed 15% (Fifteen percent) of the Contract Price ("Variation Limit"). Any such variation shall be made in accordance with the provisions of this clause. Any change in the Bill of Quantities (BOQ), which is not triggered by a change in Scope of Project as defined in clause 3, shall not constitute Variation.

Notwithstanding anything herein contained the authority representative shall not, without prior concurrence in writing of the owner, issue any instructions, verbal or in writing, which will result in the owner having to pay the Contractor an additional amount and all instructions issued to the Contractor should forth with brought to notice of the Owner.

The Contractor shall submit through the authority representative, a statement of variations giving quantity and rates duly supported by analysis of rates, vouchers, etc. The rates on scrutiny and final acceptance by the Employer shall form a supplementary tender; the Employer shall not be liable for payment of such variations until these statements are sanctioned by him.

Upon instructing or approving a Variation, the contractor and the Authority shall agree and determine adjustments to the Contract Price and the schedule of payments. These adjustments shall include reasonable profit, and shall take account of the Contractor's submissions under this Clause.

#### **4.2 DRAWINGS AND SCHEDULE OF QUANTITIES AND CONTRACT**

The Contract shall be executed in duplicate and the Employer, and the Contractor shall be entitled to one executed copy each for his use. The Contractor on the signing hereto shall be furnished by the authority representative free of cost, one copy of each of the said Drawing and of the Specifications and one copy of all further drawings issued during the progress of the works, any further copies required by the Contractor shall keep one copy of the drawing on the work the Employer shall at all reasonable times have access to the same before the issue of the final Certificate to the Contractor, he shall forthwith return to the authority representative all Drawings and Specifications.

#### **4.3 CONTRACTOR'S OBLIGATION**

The Contractor shall provide at his cost everything necessary for the proper execution of the works according to the intent and meaning of the Drawing, Schedule of Quantities and Specification taken together whether the same may or may not be particular shown or described therein, provided that the same can be reasonably be inferred therefore, and if the Contractor finds any discrepancy in the Drawings or between the Drawings, Schedule of Quantities and Specifications, he shall immediately and in writing refer the same to the authority representative who shall decide which is to be followed.

#### **4.4 AUTHORITIES NOTICES AND PATENTS**

The Contractor shall confirm to the provisions of any Act of the legislature relating to the works, and to regulations and bye-laws of any authority, and of any water electric supply and other companies and/or authorities with and whose the systems the Structure is proposed to be connected, and shall before making any variations from the Drawing or Specifications that may be necessitated by so confirming, give to the authority representative written notice, specifying the variations proposed to be made and the reason for making it and apply for instructions thereon. In case the Contractor shall not within ten days receive such the provisions, regulations, or bye-laws in questions, and variations so necessitated shall be debit with under respective Clause mentioned hereafter.

The Contractor shall bring to the attention of the authority representative all notices required by the said Acts, regulations or bye-laws to be given to any authority and pay to such authority, or to any public office, all fees that may be properly chargeable in respect of the said work, and lodge the receipt with the authority representative.

The Contractor shall indemnify the Employer against all claims in respect of patent rights, and shall defend all actions arising from such claims, and shall himself pay all royalties, license fees, damages, cost and changes of all and every sort that may be legally incurred in respect thereof.

#### **4.5 SETTING OUT OF WORK**

The Contractor shall set out the works and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions, dimensions, and the alignment of all the parts thereof, if at any time any error in this respect shall appear during the progress of the work or within the period of one year from the completion of the works, the Contractor shall, if

required at his own expenses, rectify such error to the satisfaction of the Employer.

#### **4.6 MATERIALS & WORKMANSHIP**

All materials and workmanship shall so far as procurable be of the respective kinds described in the Schedule of Quantities and/or Specifications and in accordance with the authority representative instructions and the Contractor shall upon the request of the authority representative furnish him with all the invoices, accounts, receipts and other vouchers to prove that the materials comply therewith. The Contractor shall at his own cost arrange for and/or carry any test of any material which the authority representative may require.

#### **4.7 CONTRACTORS SUPERINTENDENT AND REPRESENTATIVE**

The Contractor shall give all the necessary personal superintendence during the execution of the works, and as long thereafter as the authority representative may consider necessary until the expiration of the Defect Liability Period stated in the Appendix hereto. The Contractor shall, during the whole time of works are in progress employ competent representatives who shall be in constantly attendance at work while the men are at work, any directions, explanations, instructions, or notices given by the authority representative to such representative shall be held to be given to the Contractor.

#### **4.8 DISMISSAL OF WORKMEN**

The Contractor shall at the instruction of the Employer, immediately dismiss from the works, any person employed thereon by him who may in the opinion of the authority representative be incompetent or misconduct himself and such person shall not be again employed on the works without the permissions of the authority representative / Owner.

#### **4.9 ACCESS TO SITE OF WORK**

The Employer and the authority representative shall at all reasonable times have free access to the works and/or to the workshops, factories or other places where materials are lying or from which they are being obtained. The Contractor shall give free access of every facility to the Employer and the authority representative necessary for inspection and examination and test of the materials and the workmanship. No persons not authorized by the Employer or the authority representative except the representative of Public Authorities shall be allowed on the works at any time.

#### **4.10 AUTHORITY'S REPRESENTATIVE**

The Contractor shall afford the authority representative, every facility and assistance for inspecting the works and materials and for checking and measuring time and materials. The authority representative / Employer shall have power to give notice to the Contractor or to his representative of non-approval of any work or materials and such work shall be suspended or the use of such materials shall be discontinued until the decision of the authority representative is obtained. The work will be from time to time be examined by the Employer or the authority representative appointed by employer but such examination shall not in any way exonerate the Contractor from the obligations to remedy any defects which may be found to exist at any stage of the works or after the same is completed, subject to the

limitations of this Clause, the Contractor shall take instructions only from the authority representative.

#### **4.11 ASSIGNMENT AND SUBLETTING**

The whole of the works included in the Contract shall be executed by the Contractor and the Contractor shall not directly or indirectly transfer, assign, or under-let the contract or any part share thereof of any interest therein without the prior written consent of the Employer and no undertaking shall relieve the Contractor from the full and entire responsibility of the Contractor from active super intendance of the works during their progress.

#### **4.12 ALTERATIONS, OMISSIONS OR VARIATIONS**

No. alterations, omissions or variations shall vitiate this contract, but in case the authority representative thinks proper at any time during the progress of the works to make any alterations in, or additions to or omissions from, the work or any alteration in the kind or quality of materials to be used therein and shall give notice thereof in writing under his hand to the Contractor, the Contractor shall alter, add to, or omit from, as the case may be, in accordance, with such notice, but the Contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviations or additions to or omissions from the contract, stipulation specifications or contract drawings without the previous consent in writing of the authority representative and the values of such extras, alterations, additions or omissions shall in all cases be determine in writing of the Employer in accordance with the provision of the Clause 4.16 hereof, and these and the same shall be added to or deducted from the Contract Amount, as the case may be accordingly.

#### **4.13 SCHEDULE OF QUANTITIES**

The Schedule of Quantities shall be deemed to have been prepared in accordance with the Standard Method or Quantities Measurement.

Any error in description or in quantity or in omission of items from the Schedule of Quantities shall not vitiate as ascertained but shall be rectified and the value thereof, shall be added to or deducted, from the Contract Amount (as the case may be), provided that no rectification of errors, if any, shall be allowed in the Contractor's Schedule of Rates.

#### **4.14 SUFFICIENCY OR SCHEDULE OF QUANTITIES**

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and the prices stated in the Schedule of Quantities and or the Schedule of Rates and prices which rates and prices shall cover all his obligations under the Contract, and all matters and things necessary for the proper completion of works.

#### **4.15 MEASUREMENT OF WORK**

The authority representative may from time to time intimate to the Contractor and the Employer that s/he requires to be measured, and the Contractor shall for with attend or send a qualified agent to assist the authority representative in taking such measurements and calculations and to furnish all the particulars or to give all assistance required by any of them. Should the Contractor

not attend or neglect or omit to send such Agent then the measurement taken by the authority representative, or a person approved by him shall be taken to be correct measurement of the works. Such measurements are detailed in the specifications. The Contractor or his Agent may at the time of measurement take such notes and measurement as he may require. All authorized extra works, omissions and all variations made without the authority representative knowledge, if subsequently sanctioned by him in writing (with the prior approval in writing of the Employer) shall be included in such measurement.

#### **4.16 DETERMINATION OF THE CONTRACT PRICE IN CASE OF VARIATION**

The Contractor may, when authorized, and shall, when directed in writing by the authority representative, add to, omit from, or vary the works shown upon the Drawings, or included in the Schedule of Quantities; both Contractors shall make no addition, omission or variation without such authorization or direction. A verbal authority or direction by the authority representative shall, if confirmed by them in writing within seven days, be deemed to have been given in writing. No claim for an extra shall be allowed unless it shall have been executed under provisions of Clause hereof or by the authority representative with the concurrence of the Employer as herein mentioned. Any such extra is herein referred to as authorized extra and shall be made in accordance with the following provisions:

- a)
  - i. If rate for varied item of Work is specified in the Bill of Quantities, the Contractor shall carry out the varied item of Work (“Varied Work”) at the rate adjusted with the Government of Gujarat SoR for any variations.
  - ii. If the rate for any Varied Work is not specified in the Bill of Quantities, the rate for the such item of the Varied Work shall be derived from the rate for the nearest similar item specified in the Bill of Quantitates.
  - iii. If the rates of any Varied Work is not included in the Bill of Quantities, such item of Work shall be carried out as per the Gujarat Government approved SOR, and if item is unavailable therein, carried out as per the Delhi Schedule of rates, based on which the estimate is framed.
  - iv. If the rate for any Varied Work cannot be determined in the manner specified above, then the Contractor will be paid at such fair and reasonable rates as worked out by the Authority on the basis of material and labour required to execute the item and allowing 12 percent (twelve percent) towards overhead charges and Contractor's profit.
- b) The decision of the Authority shall be final and binding in this regard
- c) The BOQ with prices provided in Annexure 9 is indicative in nature for the sole purpose of determination of the Contract Price in the event of Variation under this clause of Contract.
- d) The net prices of the original tender shall determine the value of the items omitted, provided if omissions vary the conditions under which only remaining items of works are carried out, the prices for the same shall be valued as per this clause.

#### **4.17 UNFIXED MATERIALS**

Where in any certificate (or which the Contractor has received payment), the authority representative has included the value of any unfixed materials intended for and/or placed on adjacent to the works, such materials shall become the property of the Employer and they shall not be removed except for use upon the works, without the written authority of the authority representative. The Contractor shall be liable for any loss of or damage to such material.

#### **4.18 REMOVAL OF IMPROPER WORKS**

The authority representative / Owner shall, during the progress of the works, have power to order in writing from time to time the removal from the work within such reasonable time or times as may be specified in order, of any materials which in the opinion of the authority representative / Owner are not in accordance with the specifications or the instructions of the authority representative the substitution of proper materials, the removal and proper re-execution of any work executed with materials or workmanship not in accordance with the Drawings and Specifications or instructions and the Contractor shall forth with carry out such order at his own cost. In case of default on the part of the Contractor to carry out such order, the Employer shall have the power to employ and pay other persons to carry out the same; and all expenses consequent thereon, or incidental thereof, shall be deducted by the Employer from any one due, or that may become due, to the Contractor.

#### **4.19 DEFECTS AFTER PROVISIONAL COMPLETION**

Any defect, shrinkage, settlement or other faults which may appear within the Defect Liability Period of **One Year** (“**Defect Liability Period**”) after the provisional completion of the works, arising in the opinion of the authority representative/ Owner from materials or workmanship not with accordance with the Contract and within such reasonable time as shall be specified therein, be corrected/rectified and made good by the Contractor, at his own cost, and in case of default the Employer may employ and pay other persons to amend and make good such defects, loss and expenses consequent thereon or incidental thereto shall be made borne by the Contractor and such damage, loss and expenses shall be recoverable from him by the Employed, upon the authority representative certificate in writing, from any money due or that may become due to the Contractor, or the Employer, may in lieu of such amending and making good by the Contractor deduct from any money due to the Contractor a sum, to be determined by the authority representative equivalent to the cost of amending such work and in the event of the amount retained under Clause 4.38 hereof being insufficient recover the balance from the Contractor, together with any expenses the Employer may have incurred in connection therewith. Should any defective work have been done or material supplied by any Sub-Contractor employed on the works who was been nominated or approved by the authority representative as provided in Clause 4.11 and 4.21 hereof, the Contractor shall be liable under the provisions of this Clause and Clause 3 hereof, the Contractor shall remain liable under the provision of this Clause notwithstanding the signing of any Certificate or the passing of any accounts, by the authority representative.

#### **4.20 CERTIFICATE OF PROVISIONAL COMPLETION**

The work shall not be considered as completed until the GBU/ authority representative has certified in writing that they have been virtually completed. The Defect Liability Period shall



commence from the date of such Provisional Completion Certificate.

#### **4.21 NOMINATED SUB-CONTRACTORS**

All Specialist, Merchants, Tradesmen and others executing any work of supplying and fixing any goods for which prime cost prices or provisional sums are included in the Schedule of Quantities and / or Specifications who may be nominated or selected by the authority representative / Owner and hereby declared to be Sub-Contractors employed by the Contractors and are herein referred to as nominated Sub-Contractors. No nominated Sub-Contractor shall be employed on or in connection with the works against whom the Contractor shall make reasonable objection or (save where the authority representative and Contractor shall otherwise agree) who will not enter into a Contract providing: -

- a) That the nominated Sub-Contractor shall indemnify the Contractor against the same obligations in respect of the Sub-Contract as the Contractor is under in respect of this Contract.
- b) That the nominated Sub-Contractor shall indemnify the Contractor against claims in respect of any negligence by the Sub-Contractor, his servants or agents or any misuse by him or them or any scaffolding or other plant, the proper of the Contractor or under any workmen's compensation Act in force.
- c) Payment shall be made to the nominated Sub-Contractor within fourteen days of his receipt of the authority representative Certificate provided that before any Certificate is issued, the Contractor shall upon the request furnish to the authority representative proof that all nominated Sub-Contractor accounts included in the previous Certificate have been duly discharged; in default whereof the Employer may pay the same upon a Certificate of the authority representative and deduct the amount thereof from any sums due to the Contractor. The exercise of this power shall not create private of Contract as between Employer and Sub-Contractor.

#### **4.22 INSURANCE**

The Contractor shall be responsible for all injury to persons, animals or things, and for all structural and decorative damage to property which may arise from the operation or neglect of himself or any nominated Sub-Contractor or any employee of either, whether such damage or injury arises from carelessness, accident or any other cause whatever in any way connected in the carrying out of this Contract. This Clause shall be held to include internal any damage to buildings, whether immediately adjacent or otherwise, and any damage to the roads, streets, foot-paths or ways as well as all damage caused to the buildings and works forming the subject of this Contract by frost, rain, wind or other inclemency of weather. The Contractor shall indemnify the Employer and hold it harmless in respect of all and any expenses arising from such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury and damage under any Act of any Legislature of otherwise and also in respect of any award of compensation or damages consequent upon such claims.

The Contractor shall reinstate all damage of every sort mentioned in this Clause, so as to deliver up the whole of the Contract Works complete and perfect in every respect and so as to make

good or otherwise satisfy all claims for damages to the property of third parties.

The Contractor shall indemnify the Employer against all claims which may be made against the Employer by any member of the Public or third party in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own expenses arrange to effect and maintain, until the virtual completion of the Contract, with an approved offices, a Policy (CAR) of insurance in the name of the Employer and the Contractor against such risks and deposit such policies with the authority representative from time to time during the currency of this Contract. The Contractor will also similarly indemnify the Employer whether under the Workmen's Compensation Act or play other statute in force during the currency of this Contract or at Common Law in respect of any Employee of the Contractor or any Sub- Contractor and shall at his own expense effect and maintain, until the virtual completion of the Contract, with an approved office, a Policy of Insurance in the joint name of the Employer and the Contractor against such risks and deposit such policy or policies with the authority representative from time to time during the currency of the Contract.

The Contractor shall be responsible for any liability which may be excluded from the Insurance Policies above referred to and also for all other damages to any person, animal or property arising out of incidental to the negligent or defective carry in out of this Contract. He shall also indemnify the Employer in respect of any cost, charges or expenses arising out of any claims or proceeding and also in respect of any award of compensation and damages arising there from.

The Employer shall with the concurrence of the authority representative, be entitled to deduct the amount of any damage, compensation, cost, charges and expenses arising from or accruing from or in respect or, any such claims or damage from any or all sums due or to become due to the Contractor without prejudice to the Employers other rights in respect thereof.

#### **4.23 FIRE INSURANCE**

- a) The Contractor shall, within seven days from the date of Commencement of Works, insure the works at his cost and keep them insured until the virtual completion if the work, against loss or damages by fire with an Office to be approved by the Employer in the joint name of the Employer and the Contractor (the name of the former being placed first in the Policy), for appropriate value decided by the employer of the contract amount. The Contractor shall deposit the policy and receipts for the premium with the Owner within Sixty days from the Commencement of the works, unless otherwise instructed by the Employer. In default of the Contractor insuring as provided above, the Employer, may so insure the works and may deduct the premier paid from any money due or may become due to the Contractor without prejudice to the other rights of the Employer in respect of such default. In case it becomes necessary to suspend the works, the Contractor shall as soon the claim under the Policy is settled, or work reinstated by the Insurance Office, should they elect to do so, proceed with all due diligence with the completion of the works in the same manner as though the incident had not occurred and in all respects under the same conditions of the Contract. The Contractor, in case of rebuilding of reinstatement after fire, shall be entitled to such extension of time for completion as the Employer deemed fit.
- b) The amount so due as aforesaid shall be the total value of the works duly executed

and of the Contract and of the Contract materials and goods delivered upon the Site for use in works and including the date not more than seven days prior to the date of the said Certificate less the amount to be retained by the Employer (as hereinafter provided) and less any installments previously paid under this Clause. Provided that such Certificate shall only include the value of the materials and goods as and from time to time as they are reasonably property and not prematurely brought upon the Site and then only if properly Stored and/or protected against weather.

#### **4.24 DATE OF COMMENCEMENT AND COMPLETION**

The Contractor shall be allowed admittance to the a Site on the Date of Commencement shall be the date as may be specified by the authority representative / Owner and he shall there upon and forth with begin the works and shall regularly proceed with and complete the same (except the painting or other decorative work as the authority representative may desire to delay) on or before 50 days from the Date of Commencement , never the less to the provision for extension of time hereinafter contained.

#### **4.25 TERM**

The term of this Contract shall be for Thirty (30) days from the Commencement Date (“Term” from -----,2023 to -----,2026.

The contract cannot be extended beyond Thirty days.

Commencement: The Agency shall commence the work with immediate effect from the date of signing of the Contract

Validity: Unless terminated earlier, the Contract shall be valid up to 30 (Thirty) days from the Commencement Date of the Contract and automatically expire after completion of the Contract period.

The Authority and Agency shall maximize their efforts for achieving the key milestones set in the project within the duration of the assignment/contract / project.

#### **4.26 DAMAGES FOR NON-COMPLETION**

If the Contractor fails to complete the works by the date stated above or within any extended time or under the Clause hereof and the authority representative / Owner certifies in writing that in his opinion, the same ought reasonably to have been completed, the Contractor shall pay the Employer a sum as “Liquidated Damages” for the period during which the said works shall so remain incomplete and the employer may deduct such damages from any money due to the Contractor. Liquidated damage shall be as below:

**0.10 % of the contract amount per day of delay subject to a Ceiling 10% of the Final contracted amount.**

#### **4.27 DELAY AND EXTENTION OF TIME**

If in the opinion of the authority representative / GBU the work be delayed (a) by force majeure or (b) by reason of any exceptionally inclement weather of (c) by reason of proceedings taken or threatened by or dispute with adjoining or neighboring owners or public authorities arising otherwise then through the Contractor own default or (d) by the works and delay of the other

Contractors or tradesmen engaged or nominated by the Employer or the authority representative and not referred to in the Schedule of Quantities and/or specification or (e) by reasons of the authority representative instructions as per Clause 3 here of or (f) by reason of civil commotion, local combinations of workmen or strike or lock-out affecting any of the building trades or (g) in consequence of the Contractor not having received in due time necessary instructions from the authority representative for which he shall specifically applied in writing or (h) from other causes which the authority representative may certify as beyond the control of the Contractor or (i) in the event, the value of work exceeded the value of the Priced Schedule of Quantities owing to variation, the Employer make a fair and reasonable extension of time for the completion of the Contract Works; in case of such strike or lockout, the Contractor shall as soon as may be, give written notice thereof to the authority representative, but the Contractor shall nevertheless constantly use his endeavor to prevent delay and shall do all that may reasonably be required to the satisfaction of the authority representative to proceed with the work.

#### **4.28 FAILURE BY CONTRATOR TO COMPLY WITH GBU**

If the Contractor after receipt of written notice from the authority representative requiring compliance within ten days fails to comply with such further drawings, and / or authority representative instructions, the Employer may Employ and pay other persons to execute any such work whatsoever that may be necessary to give effect thereto, and all costs incurred in connection there with shall be recoverable from the Contractor by the Employer on the certificate of the authority representative or may be deducted by him from any moneys due to the Contractor.

#### **4.29 PROCUREMENT AND SUPPLY TO BE APPROVED BY EMPLOYER**

All procurement and supply for the works for items which are not covered in the Schedule of Rates provided by the employer shall be carried out using prudent practices and soliciting competitive rates from eligible and competent suppliers of procurement the rates of procurement and final order will be approved by the employer or the authority representative appointed by the Employer in this regard.

All procurement shall be of materials that meet all the necessary quality and safety standards necessary for completing the works. The Contractor shall be solely responsible for the quality of the procured items and remedy any defects in the procured items/replace them without recourse to the Employer.

#### **4.30 DELAY PAYMENT**

No interest shall be paid for delayed payment due to any reasons.

#### **4.31 RIGHTS OF AUTHORITY**

The decision opinion, direction, certificate (except for payment) with respect to all or any of the matters under Clause 3, 4.3,4.6,4.11,4.18 hereof (which matters are herein referred to as the Accepted matters) shall be conclusive and binding on the parties hereto and shall be without appeal. Any other decision opinion, direction, certificate, or valuation of the authority representative or any refusal by the authority representative to give any of the same, shall be subject to the right of Arbitration and review under Clause 4.34 hereof in the same way in all

respects (including the provision as to opening the reference) as it were the decision of the authority representative.

#### **4.32 SETTLEMENT OF DISPUTES BY ARBITRATION**

1. All disputes and differences arising out of or in connection with any of the matters set out in this Contract, ("Dispute"), shall be settled first direct informal negotiation. Both Parties shall make every effort to resolve such Dispute amicably within 30 (thirty) days.
2. The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Contract promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.
3. Any Dispute which is not resolved amicably by informal negotiation, as provided above, shall be finally decided by the dispute resolution mechanism of Arbitration. The dispute resolution proceedings shall be held at Gandhinagar, Gujarat and the language of such proceedings and that of all documents and communications between the parties shall be in English.
4. The dispute resolution shall be conducted by an Arbitrator who shall be selected on mutual consent of both the parties, and whose decision shall be final and binding on both the parties. The resolving authority shall make a reasoned award and such award shall be carried out without any delay.

#### **4.33 RIGHT OF TECHNICAL SCRUTINY OF FINAL BILL**

The Employer shall have right to cause a technical examination of the works and the final bill of the Contractor including all supporting vouchers abstracts, etc., to be made at the time of payment of the final bill. If as a result of this examination or otherwise any sum is found to have been overpaid or over certified, it shall be lawful for the Employer to recover the same. Such final bills shall be scrutinized by registered chartered accountants as appointed by GBU.

#### **4.34 EMPLOYER ENTITLED TO RECOVER COMPENSATION**

If, for any reason, the Employer is obliged, by the virtue of the provision of the Workmen's Compensation Act, 1923, or any Statutory modification or re-enactment thereof to pay compensation to a workman employed by the Contractor in execution of the works, the Employer shall be entitled to recover from the Contractor the amount of compensation so paid, and without prejudice to the rights of the employer, under the said Act. The employer shall be at liberty to receive such amount or any part thereof by deducting or from the Security Deposit or from any sum due to the Contractor under this contract or otherwise. The Employer it under the said Act, except on the written request of the Contractor and upon his giving to the Employer full security to the satisfaction of the Employer for all costs for which the Employer might become liable in consequence of contesting such claim.

#### **4.35 ABANDONMENT OF WORKS**

If at any time after the acceptance of the Tender, the Employer shall for any reasons whatsoever not require the whole or any part of the works to be carried out, the authority representative shall give notice in writing to the Contractor who shall have no claim to any payment of compensation or otherwise whatsoever on account of any profit or advantage which he might have derived from the execution of the whole works.

#### 4.36 RIGHTS OF EMPLOYER

Without prejudice to any of the rights or remedies under this contract, if the Contractor, being an individual dies, the Employer shall have the option of terminating the Contract without incurring any liability for such termination.

#### 4.37 IDLE LABOUR

Whatever the reason may be, no claim for idle labour, additional establishment cost of hire and labour charges of tools, plants, equipment etc. would be entertained under any circumstances.

#### 4.38 PERFORMANCE SECURITY AND ADVANCE GUARANTEE

- a) The Contractor shall provide a Performance Bank Guarantee ("Performance Guarantee") to the Authority for a sum equivalent to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) i.e 10% (ten) of the Contract Price, as per the format specified in Annexure 5 which will be valid from beginning of the project until the end of Defect Liability Period. The same is required to be submitted on or before the Commencement Date and before the release of the EMD. The Performance Guarantee shall be in a form and manner as may be prescribed by or approved by the Authority. All costs associated with obtaining, providing and maintaining the Performance Guarantee shall be borne solely by the Contractor. If the Contractor fails to renew or extend the validity of its Performance Guarantee, when required, then the Authority may encash the same in full and hold the proceeds as cash security.
- b) If the Contract Price increases for any reason whatsoever pursuant to the terms of this Contract, the Authority may require, and the Contractor shall within 7 (seven) days thereafter provide, an increase in the amount of the Performance Guarantee, as the case may be, such that they remain at a value not less than the percentages specified above.
- c) The Contractor shall, against the interest free advance payment for \_\_\_\_\_ (Rupees \_\_\_\_\_) (10% of the Total Cost) ("Mobilization Advance") that is provided by the Authority, furnish to the Authority a bank guarantee for an amount equal to the Mobilization Advance in as per the format specified in **Annexure 7** ("Advance Guarantee"). The Advance Guarantee shall be in a form and manner as may be prescribed by or approved by the Authority.
- d) All costs associated with obtaining, providing and maintaining the relevant Performance Security shall be borne solely by the Contractor. It is clarified that the Mobilization Advance shall be released by the Authority within 15 (fifteen) working days of the submission of the Advance Guarantee. The Advance Guarantee shall remain in force and effect for a period of 1 (one) month from the Commencement date or till the Completion of the 50% of the Works and shall be released upon Completion of 50% of the Works to the satisfaction of Authority. If the Contractor fails to renew or extend the validity of its Advance Guarantee, if required, then the Authority may encash the same in full and hold the proceeds as cash security.
- e) The Authority shall have the absolute and unqualified right to encash and draw down the full outstanding amount of any or all the Performance Guarantee and Advance Guarantee in terms of this clause, including but not limited to:
  - a. at any time if the Contractor has failed to observe any of the terms, conditions or provisions of this Contract or perform any of its obligations under this Contract; or
  - b. up on occurrence of a Contractor's event of default; or
  - c. at any time if the Contractor has failed to mobilized the Contractor's Personnel, machinery and requisite infrastructure for undertaking the Works in terms of this Contract to the satisfaction of Authority; or
  - d. on scheduled expiration of Performance Guarantee if on such date the Authority is not yet obliged under this Contract to release such Performance Guarantee but the Contractor has not provided replacement Performance Guarantee conforming to the terms of this Contract.
- f) The Contractor agrees and acknowledges and shall ensure that the Performance Guarantee

and/ or Advance Guarantee shall be assignable by the Authority.

## 5 CONTRACT PRICE AND PAYMENT

### 5.1 CONTRACT PRICE

- The consideration for the Contractor for executing the Scope of Project set out in Clause 3 of this Contract and performing its obligations under this Contract shall be the Bid/ Contract Price. The Contract Price is a fixed lump sum price, excluding GST but inclusive of other applicable taxes and duties under the Applicable Laws. The Contract Price is not subject to any adjustment or escalation except in consequence of situations expressly specified in this Contract. All payments of the Contract Price shall be made by the Authority to the Contractor in INR. Subject to adjustments as provided under this Contract, the Authority shall pay amounts under each invoice directly to such bank account(s) of the Contractor, as may be instructed by the Contractor to the Authority.
- The Contractor shall be deemed to have satisfied themselves as to the correctness and sufficiency of its Contract Price after taking into consideration all unforeseeable difficulties and costs involved in executing its Scope of Project and obligations under this Contract.
- Unless otherwise stated in this Contract, the Contract Price cover respectively all of the Contractor's obligations under this Contract and all things necessary for the proper design, execution and Completion of the Works including remedying of any defects during the Defect Liability Period.
- No payment by the Owner to the Contractor shall be deemed to constitute acceptance by the Owner of the Works or any part(s) thereof and shall not relieve the Contractor of any of its obligations under this Contract.

### 5.2 CERTIFICATE AND PAYMENTS

Payment Milestones

Milestone No.	Milestone	% Payment
1	Mobilization Advance against Bank Guarantee	10%
2	Completion of 50% of total works in value terms	40%
3	Completion of 100% of total works in value terms	40%
4	3 months after Completion Date of renovation works and smooth operation	10%

The Contractor shall be through Bankers Cheque or Online paid through Bankers Cheque or Online as per the payment milestones set above after interim certificate(s) are issued by the authority representative to the Contractor on account of the works executed when in the opinion of the of the authority representative, value of work for Interim Certificates (or less at the reasonable discretion of the authority representative) has been executed in accordance with this Contract, subject, however, to a retention of the percentage of such value as retention percentage for Interim Certificates, until the total amount retained shall reach the limit for Retention Money, after which time to the payment shall be up to the full value of the work subsequently so executed and fixed in the building.

The authority representative may in his discretion include the Interim Certificate, such amount, as he may consider proper on accounts of materials delivered upon the site by the Contractor for use in the Works. And when the works have been virtually completed and the authority representative shall have certified in writing that they have been completed the Contractor shall be paid by the Employer in accordance with the Certificate to be issued by the authority

representative the sum of money in Installment after Virtual Completion and the Contractor shall be entitled to the payment of the Final Balance in accordance with the Final Certificate to be issued in writing by the authority representative at the expiration of 3 months of operation from the date of Virtual Completion or as soon after the expiration of such period as the works shall be finally completed and all defects made good according to the true intent and meaning and hereof whichever shall last happen provided always that the issue of the authority representative of any certificate during the progress of the work or at or after the completion shall not relieve the Contractor from his Liability under Clause 3 and 4.19 nor relieve the Contractor of his inability in case of fraud, dishonesty or fraudulent concealment relating to the works or materials or to any matter dealt with in the Certificate, and in case of all the defects and insufficiencies in the works or material which a reasonable examination would not have disclosed.

No Certificate of the authority representative shall of itself be conclusive evidence that any works or materials to which it relates are in accordance with the Contract, neither will the Contractors have a claim for any amounts which the authority representative might have certified in any interim bill and paid by the Employer and which subsequently be discovered as not payable and in this respect the Employer decision shall be final and binding. GBU shall have power to withhold any Certificate if the work or any parts thereof are not being carried out to its satisfaction.

GBU may by any certificate make any correction in any previous certificate, which shall have been issued by it. Authority representative shall issue no Certificate of payment if the Contractor fails to insure the work and keep them insured till the issue of Virtual Completion Certificate.

Payments upon the authority representative Certificate shall be made within the period of 30 days Period of honoring Certificates after such Certificates have been delivered to the Employer. In the event the Authority raises any objection to the invoices raised by the Contractor, such matter shall be mutually discussed and settled in an amicable manner. Notwithstanding any such objection or dispute, the Authority shall make payment of the undisputed amount to the Contractor within 30 (thirty) days after receipt by the Authority of such invoice, and the disputed amount shall be paid immediately after the settlement, if required. Further, the Authority has the right to withhold the whole or part of any payment claimed by the Contractor which, in the opinion of the Authority, is necessary for protection of the Authority from loss on account of claims against the Contractor or failure by the Contractor to make due payment to the Authority, its Subcontractors or employees or not having paid taxes, dues, fees, charges etc.



## **6 SAFETY CODE**

- 1) There shall be maintained a readily accessible place first aid appliances including adequate supply of sterilized dressings and cotton wool.
- 2) An injured person shall be taken to public hospital without loss of time, in case where injury necessitates hospitalization.
- 3) Suitable and strong scaffolds should be providing for workmen for all works that cannot safety be done from ground.
- 4) No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30 cm. (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder.
- 5) The excavated material shall not be placed within 1.5 meters of the edge of the trench or half of the depth of trenches whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting.
- 6) Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be one meter.
- 7) No floor, roof or other part of the structure shall be so overloaded with debris or materials as to render it unsafe.
- 8) Workers employed on mixing and handling material such as asphalt, cement mortar or concrete and lime mortar shall be provided with protective footwear and rubber hand-gloves.
- 9) Those engaged in welding works shall be provided with welder's protective eye-shields and gloves.
- 10) i) No paint containing lead or lead products shall be used except in the form of paste or ready-made paint.  
ii) Suitable facemasks should be supplied for use by Worker when the paint is applied in form of spray or surface having lead paint dry rubbed and scrapped.
- 11) Overall, shall be supplied by the Contractor to the painters and adequate facilities shall be provided to enable the working painters to wash during the period of cessation of work.
- 12) Hoisting machines and tackle used in the works, including their attachments, anchorage and supports shall be in perfect condition.
- 13) The ropes used hoisting or lowering material or as a means of suspension shall be of durable quality and adequate strength and free from defects.
- 14) The entire work site shall be adequately lighted Temporary fencing around excavated areas; opening may be provided, if advised for safety reasons.
- 15) Agency Shall Follow All Safety Guidelines Of Covid-19 As Published By Government Of Gujarat.

## **7 TERMINATION**

1. Authority by written notice, may suspend /terminate the Contract if the Agency fails to perform any of his obligations as per the terms and conditions of the Contract including carrying out the services, such notice of suspension shall:
  - i. Specify the nature of failure.

- ii. Advise the remedy of such failure. and rectify within a period not exceeding 30 days from the date of receipt of such notice by the Agency
2. Authority may terminate the contract by not less than 30 days written notice of termination to the Agency on occurrence of any of the events specified below and / or as specified in Terms & Conditions / Contract. The decision of the Authority shall be final and binding on the Agency.
  - i. If the Agency does not rectify a failure in the performance of his obligations within 30 days of receipt of notice or within such further period as Authority have subsequently approved in writing.
  - ii. If the Agency becomes insolvent or bankrupt.
  - iii. If, as a result of force majeure, the Agency is unable to perform a material portion of the services for a period of not less than 30 days.
  - iv. If, the Agency is found to be engaged in corrupt or fraudulent practices in competing for or in implementation of the project.
  - v. Failure of the Agency to commence the service within 30 days from the date of the Contract.
  - vi. Failure of the Agency to comply with the statutory requirements, rules, and other applicable Acts / Regulations.
  - vii. Criminal indictment of the promoters, member/s of the Board of Directors, Chief Functionaries, key personnel engaged by the Agency for operation and management of the services.
  - viii. Engagement of unqualified personnel by the Agency
  - ix. Certification of unsatisfactory performance by the Authority.
  - x. A breach of any representation or warranty by Agency which materially and adversely affects the Project development and/or utilisation of payments.
  - xi. Any breach of terms of this Contract;
  - xii. If the Agency is ordered to be wound up by a court; Agency files a petition for voluntary winding up; or levy of an execution or restraint on the Agency's assets; or appointment of a provisional liquidator, administrator, trustee or receiver of the whole or substantially whole of the undertaking of the Agency by a court of competent jurisdiction.
3. The Contract may be terminated by both parties through mutual consent by way of notice. The termination may be initiated by way of notice by either party in procedure as specified in clause to this Contract.
4. Both the parties shall honor commitments made prior to the date of notice, complete the ongoing commitments to avoid major inconveniences. The Authority shall pay the service provider for all valid service received without any dues.
5. Despite termination, the parties shall abide by the usual professional ethics and normal code of conduct to maintain the confidentiality of the information and intellectual property rights.
6. The termination will not affect the rights and obligations of the Parties incurred prior to termination.

## **8 FORCE MAJEURE**

For purpose of this clause, "Force Majeure" means an event beyond the control of the Agency and not involving the Agency's fault or negligence and not foreseeable. Such events may include, but are not restricted, wars or revolutions, fires, floods, riots, civil commotion, earthquake, epidemics, other natural disasters and restriction imposed by the Government or other bodies and any event or circumstances of a nature analogous to any such events, which are beyond the control of the Agency, which prevents or delays the execution of the Contract by the Agency. If a Force Majeure situation arises, the Agency shall promptly notify Authority in writing of such condition, the cause thereof and the change that is necessitated due to the condition. Until and unless otherwise directed by the Authority in writing, the Agency shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The Agency shall advise Authority in writing, the beginning, and the end of the above causes of delay, within seven days of the occurrence and cessation of the Force Majeure condition. In the event of a delay lasting for more than one month, if arising out of causes of Force Majeure, Authority reserve the right to cancel the Contract without any obligation to compensate the Agency in any manner for whatsoever reason.

## **9 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS**

Authority shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, about Documents and other materials which bear a direct relation to or are prepared or collected in consequence or during the execution of this contract. At the Authority's request, the Agency shall take all necessary steps to submit them to the Authority in compliance with the requirements of the contract. However, this does not include proprietary patents of software/tools/materials used in this program in a licensed manner prior to commencement of services.

## **10 LIMITATION OF LIABILITY**

Except in case of gross negligence or willful misconduct:

1. Neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Agency to pay damages to the Authority as per terms of this Contract; and
2. Maximum liability of the Second Party for this project will be limited to the total value of the Project as provided or the amount actually paid to the Second Party whichever is lower and will not include any indirect or consequential clause or damage, loss or profit, data or revenue.

## **11 CHANGE IN LAW**

The Agency shall, in accordance with Applicable Law, take best efforts to mitigate the adverse effect of Change in Law. The Agency further agrees and accepts that Authority shall not be liable to pay any costs or expenditures incurred on account of Change in Law.

## **12 COORDINATORS**

Both the parties will designate authorized persons who will have responsibility for co-ordination and implementation of the CONTRACT.

## **13 CONFIDENTIALITY**

1. The Parties acknowledge the confidentiality of the information, which may be transferred between the Parties from time to time as being essential to this Contract and agree not to disclose the same to any other third party. However, each Party shall be free to disclose such information as is:
  - i. To their professional advisors.

- ii. To their officers, employees, agents or representatives, who need to have access to such information for the proper performance of their activities and departmental reporting.
  - iii. Already in its possession other than as a result of a breach of this clause.
  - iv. In the hands of the public other than as a result of a breach of this clause.
2. In the event of any of the parties becoming legally compelled to disclose any confidential information, such party shall give sufficient notice to the other party so as to enable the other party to seek a timely protective order or any other appropriate relief. If such an order or other relief cannot be obtained, the party being required to make such a disclosure shall make the disclosure of the confidential information only to the extent that is legally required of it and no further.

## 14 MISCELLANEOUS PROVISIONS

### I. Notices

Notices, demands or other communication required or permitted to be given or made under this Contract shall be in writing, in English and delivered personally or sent by registered post or certified courier, or by legible telefax addressed to the intended recipient at its address set forth below, or to such other address or telex or telefax number as a Party may from time to time duly notify to the others:

**For Authority):**

**Address:**

**Attention:**

**Email ID:**

**For Agency**

Address:

Attention:

Email ID:

Fax No

The Parties hereby agree to service of notice as per the above mentioned details. Any such notice, demand or communication shall, unless the contrary is proved, be deemed to have been duly served at the time of delivery in the case of service by delivery in person or by post or courier, and at the time of dispatch in the case of service by telefax.

1. **Assignment:** No assignment of this Contract or any rights or duties hereunder shall be made in whole or in part by any Party without the prior written consent of the other Party and in the event of any such assignment the assignee shall assume the duties and liabilities of the assignor.
2. **Compliance with this Contract:** The Parties shall ensure that it shall adhere to and abide by the terms and conditions of this Contract and that it shall not undertake, endorse or approve any act that is contrary to or in conflict with the provisions hereof.
3. **Liability and Indemnity :** The Agency hereby indemnifies and shall keep indemnified the Authority from and against all actions, demands, claims, liabilities, losses, damages, costs, expenses and other liabilities whatsoever brought against, suffered or incurred by the Authority resulting from or by reason of
  - i. Any breach of any representation, warranty or covenant of the Agency in this Contract; and
  - ii. Any breach, non-observance or non-performance by the Agency of any of its obligations under this Contract or those required in law in relation to the Project.
  - iii. The provisions of this clause shall survive Termination.

4. **Severability:** In the event of any term or provision of this Contract being held as invalid or unenforceable, the same shall not affect the validity of the remaining provisions of this Contract.
5. **Governing Law & Jurisdiction:** This Contract shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Gandhinagar, Gujarat shall have exclusive jurisdiction over matters arising out of or relating to this Contract.
6. **Amendment:** No amendment of any provision of this Contract, nor consent to any departure by any of the Parties there from, shall in any event be effective unless the same shall be in writing and signed by the Parties hereto and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.
7. **Waiver:** No waiver by any Party of any term or condition of this Contract, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of this Contract on any future occasion.
8. **No partnership :** This Contract shall not be interpreted or construed to create an association, joint venture or partnership or employer-employee relationship or principal-agent relationship between the Parties, or to impose any partnership obligation or liability upon either Party, and neither Party shall have any right, power or authority to enter into any Contract or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.
9. **Counterparts :** This Contract may be executed in two counterparts, each of which, when executed and delivered, shall constitute an original of this Contract.
10. **Stamp Duty :** This Contract shall be executed on payment of requisite stamp duty and registration fees under Applicable Law. Any stamp duty, registration charges or other fees, taxes or charges of any kind whatsoever pertaining to the execution of this Contract shall be borne by the Agency.
11. **Liability of Second Party for Employee and Third Party:** The Agency shall be liable for all or any of the terms of this Contract and in respect of its employees and third parties.
12. **Non – Disclosure / Transferability of Data:** That both of the parties shall not disclose and transfer any data relating to the projects which are collected /obtained and generated during the period of implementation till expiry of the Contract, unless so required for observance of official paraphernalia.
13. **Non – Involvement in Illegal Activities:** Agency shall not be involved in any illegal activities or activities oppose to public policy. In case of any proven case, action as deemed fit may be taken by Competent Authority.
14. **Subletting:** No subletting of work as a whole or partially by the Agency is permissible. Neither consortium nor joint venture is allowed.
15. **Property:** All capital assets created during implementation of the project are the sole property of Authority. The Agency must maintain an Asset Register, stating the details of the assets created and all the assets shall be duly numbered. The Agency will hand over the assets in good condition at the closure of the project or as directed by the Competent Authority.

## **15 OPERATION OF THE CONTRACT**

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that

this Contract shall operate fairly as between them, and without detriment to the interest of either of them or to the Project, and that, if during the Term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this clause shall give rise to a Dispute in accordance with Clause hereof.

## **16 SOVEREIGN IMMUNITY**

Authority hereby unconditionally and irrevocably:

1. Agrees and warrants that it is entering into this Contract in its commercial capacity and not as a sovereign entity and the execution, delivery and performance by it of this Contract and all other Contracts, contracts, documents and writings relating to this Contract constitute commercial acts;
2. Warrants that it is not entitled to immunity, sovereign or otherwise, from any legal proceedings brought against it or its assets, in any jurisdiction, in relation to this Contract or any transaction contemplated by this Contract, and agrees that should any such legal proceedings be so brought, no immunity, sovereign or otherwise, from such legal proceedings shall be claimed by or on behalf of it with respect to itself or any of its assets; and
3. Consents generally in respect of any legal proceedings in any jurisdiction, to the giving of any relief or the issue of any process in connection with such legal proceedings, including the making, enforcement or execution against it or in respect of any of its assets.

## **17 FURTHER ASSURANCES**

1. From time to time, as and when requested by any Party, the other Party shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions, as such other Parties may reasonably deem necessary or desirable to consummate the transactions contemplated by the Contract.
2. All requests and enquiries from any governmental, court or regulatory body shall be dealt with by the receiving Party in consultation with the other Party and the Parties shall promptly cooperate with and provide all necessary information and assistance required by such government, court or regulatory body upon being requested to do so by any other Party.
3. In the event that either party is wholly or in part, prevented from or hindered in carrying out or observing any of the terms or conditions of this Contract for any cause set forth hereinabove, such party shall give written notice to the other party by the most expeditious means as soon as possible after the occurrence of the cause relied on, given full particulars of the reason for such prevention or hindrances, and the party shall in good faith consult each other and take necessary measures for the resolution of the affairs so prevented or hindered.

**(To be submitted by Tenderer on the Company Letterhead)**

**ANNEXURE 1: TENDER FORM**

Date: / /2023

To,  
The Registrar  
Gujarat Technology University,  
GIFT Urban Extension Area,  
GIFT City Road,  
Gandhinagar -  
382355

**Sub:** - Civil Construction work of Canteen Facility at Gujarat Biotechnology University.

Dear Sir,

Having examined the drawings, specifications designs and schedule of quantities relating to the work specified in the memorandum hereinafter set out and having visited and examined the site of the works specified in the said memorandum and having acquired the requisite information relating thereto as affecting the tender. I/We hereby offer to execute the works specified in the said memorandum at the rates mentioned in the attached Schedule of Quantities and in accordance in all respects with the specifications, design, drawings and instructions in writing referred to in conditions of tender, the Articles of Contract, Special Conditions, Schedule of Quantities and Conditions of Contract and with such materials as are provided for by, and in all other respects in accordance with such conditions so far as they may be applicable.

Thanking You

Yours  
faithfully

For,

\_\_\_\_\_  
(Director/Partner/Authorized Signatory)

**(To be submitted by Tenderer on the Company Letterhead)**

**ANNEXURE 2: GENERAL INFORMATION OF BIDDER & STATEMENT OF THE LEGAL CAPACITY**

1.
  - a) Name<sup>1</sup>:
  - b) Country of incorporation:
  - c) Address of the {corporate headquarters and its branch office(s)/ registered office}, if any, in India:
  - d) Date of incorporation and/ or commencement of business:
  - e) PAN:
  - f) TAN
  - g) GST:

*Attach copy of relevant certificates.*
2. Brief description of the {company/trust/ society/partnership etc.} including details of its main lines of business and proposed role and responsibilities in the Project:
3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:
  - (a) Name:
  - (b) Designation:
  - (c) Company:
  - (d) Address:
  - (e) Telephone Number:
  - (f) E-Mail Address:
  - (g) Fax Number:
4. Particulars of the Authorized Signatory of the Bidder:
  - (a) Name:
  - (b) Designation:
  - (c) Address:
  - (d) Phone Number:
  - (e) Fax Number:
5. A statement by the Bidder or any of their Associates disclosing material nonperformance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below. (Attach extra sheets, if necessary.)

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<sup>1</sup> Relevant documents/ chartered documents/ constitutional documents related to incorporation/ partnership/ proprietorship nature of the company must be attached along with this Annexure as mentioned in Point 2 of Clause 2



**6. Statement of Legal Capacity**

(To be forwarded on the letterhead of the Applicant)

Ref. Date:

**To,**

\*\*\*\*\*

\*\*\*\*\*

**Dear Sir,**

We hereby confirm that we satisfy the terms and conditions laid out in the Bid document.

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

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

\*Please strike out whichever is not applicable.

**ANNEXURE 3: TECHNICAL CAPACITY OF BIDDER**

*(Refer to Clause 6.3 of the RFP)*

**Form 1: Summary of Experience**

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

Name of Bidder:

<b>Experience in: List down as per categories in Point 3 of Clause 2 of the RFP</b>	
Project Name:	Location of Project:
Project Brief (Narrative description of Project)	Current status of the Project
Description of Similar Work provided:	
Criteria under which experience is claimed as per Point 3 of Clause 2 of the RFP:	
Legal Entity Claiming Experience:	
Associate Relationship of the Legal Entity who is claiming relationship with Bidder:	
Name of Client:	Address of Client:
	Contact phone number and e-mail of Client:
Start date (month/year):	Approximate value of Project:
Completion date (month/year):	

**Signature of Bidder**

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

**ANNEXURE 4: Financial Capacity of Bidder**

(to be certified by the statutory auditor of Bidder)

(Refer to Clause 6.6 of the RFP)

**Name of the Client:** Gujarat Biotechnology University

**Name of the Project:** Appointment of Contractor for Civil Construction of Canteen Facility at Gujarat Biotechnology University, Gandhinagar, Gujarat

**Turnover and Net Worth:**

(In INR Crore)

Bidder Type	Annual Turnover			Net Worth
	31 <sup>st</sup> March 2023	31 <sup>st</sup> March 2022	31 <sup>st</sup> March 2021	31 <sup>st</sup> March 2023
Single entity Bidder				
Average Annual Turnover				

Name of the audit firm:

Seal of the audit firm

Date:

UDIN Number:

Instructions:

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

1. The Bidder shall attach copies of the balance sheets, financial statements and Annual Reports in accordance with Clause 6.6 of the RFP. The financial statements shall:
  - a. reflect the financial situation of the Bidder;
  - b. be audited by a statutory auditor;
  - c. be complete, including all notes to the financial statements; and
  - d. correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

## ANNEXURE 5: : PERFORMANCE SECURITY

Registrar,  
Gujarat Biotechnology University,  
GIFT City Road, Gandhinagar– 382 355,  
Gujarat, India.

### WHEREAS:

- (A) .....<sup>2</sup>(the “**Agency**”) and the Gujarat Biotechnology University, GIFT City Road, Gandhinagar – 3822355 (the “**Authority**”) have entered into a Construction Contract dated ..... (the “**Contract**”) whereby the Agency has agreed to the undertake Civil Construction of canteen Facility at Gujarat Biotechnology University, in accordance with the provisions of the Contract.
- (B) The Contract requires the Agency to furnish a Performance Security to the Authority for a sum of Rs. \*\*\*\*\* . (Rupees \*\*\*\*\* ) (the “**Guarantee Amount**”) as security for due and faithful performance of its obligations, under and in accordance with the Contract, during the Construction Period (as defined in the Contract).
- (C) We, ..... through our Branch at .....<sup>3</sup> (the “**Bank**”) have agreed to furnish this Bank Guarantee by way of Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Agency’s obligations during the Term, under and in accordance with the Contract, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Agency, such sum or sums upto an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
2. A letter from the Authority, under the hand of an Officer duly authorized by the Chairman of the Authority, that the Agency has **committed default** in the due and faithful performance of all or any of its obligations under and in accordance with the Contract shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Agency is in default in due and faithful performance of its obligations during the Term under the Contract and its decision that the Agency is in default shall be final, and binding on the Bank, notwithstanding any differences between the Authority and the Agency, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Agency for any reason whatsoever.
3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Agency and/or the Bank, whether by their absorption with any other body or corporation or

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<sup>2</sup> Insert name and address of Developer

<sup>3</sup> Insert name of branch of bank in Gujarat

- otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Agency before presenting to the Bank its demand under this Guarantee.
  5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Contract or to extend the time or period for the compliance with, fulfilment and/ or performance of all or any of the obligations of the Agency contained in the Contract or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Agency, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Contract and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Agency or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
  6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Contract or for the fulfilment, compliance and/or performance of all or any of the obligations of the Agency under the Contract.
  7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee, not later than 6 (six) months from the date of expiry of this Guarantee, all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
  8. The Performance Security shall remain in force and effect until Defects Liability Period prescribed under the Clause 4.19 of the Contract or unless a demand or claim in writing is made by the Authority to the Bank under this Guarantee.
  9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
  10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred Branch, which shall be deemed to have been duly authorised to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.

11. This Guarantee shall be encashable at .....<sup>4</sup> and shall come into force with immediate effect and shall remain in force and effect until Defects Liability Period prescribed under the Clause 4.19 of the Contract or until it is released earlier by the Authority pursuant to the provisions of the Contract.

Signed and sealed this ..... Day of ....., 20..... at .....

SIGNED, SEALED AND DELIVERED

For and on behalf of the BANK by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

NOTES:

- (i) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
- (ii) The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

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<sup>4</sup> Insert name of branch of bank in Gujarat

**ANNEXURE 6: UNDERTAKING FOR CLOSURE OF CONTRACT**

**Gujarat Biotechnology University GIFT Urban Extension Area, GIFT City Road, Gandhinagar**

Dear Sir,

Whereas, we M/s \_\_\_\_\_ the contractor have successfully completed the work regarding “\_\_\_\_\_” and the final bill of the contractor have been finalized and certified by Authority Representative for a total value of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only).

Now, we the contractor hereby agrees that the final bill is acceptable to us and we shall not claim any further amount relating to extra item under any head including escalation of cost, additional item, change in scope of work, liquidated damages or under any other pretext/ context as all our claims/ demands, if any, have been covered under the final bill. Accordingly, the contract is closed for all-purpose except to the extent of our defect liability and performance guarantee and/or warranty as per requirement of the contract.

We further undertake that over and above our liability under defect liability clause under Contract for the above work, we shall also be liable for performance of the bought-out items included in the above final bill.

This undertaking is executed and delivered to you in good faith without any pressure, coercion, obligation or influences whatsoever and accordingly we have signed this understanding having fully aware of the meaning, contents, and interpretation of this undertaking.

Thanking you,

Yours faithfully,

Date:

Place:

Authorized  
Signatory

**ANNEXURE 7: Format for Advance Bank Guarantee**

Registrar,  
Gujarat Biotechnology University,  
GIFT City Road, Gandhinagar– 382 355,  
Gujarat, India.

**WHEREAS:**

- A. ....<sup>5</sup>(the “**Agency**”) and the Gujarat Biotechnology University, GIFT City Road, Gandhinagar – 3822355 (the “**Authority**”) have entered into a Construction Contract dated ..... (the “**Contract**”) whereby the Agency has agreed to the undertake Civil Construction of canteen Facility at Gujarat Biotechnology University, in accordance with the provisions of the Contract.
- B. The Contract requires the Agency to furnish a Advance Guarantee to the Authority for a sum of Rs. \*\*\*\*\* . (Rupees \*\*\*\*\* ) (the “**Guarantee Amount**”) as security for the Authority to provide Mobilization Advance as per Clause 5.5 of the Contract, during the Construction Period (as defined in the Contract)
- C. We, ..... through our Branch at .....<sup>6</sup> (the “**Bank**”) have agreed to furnish this Bank Guarantee (hereinafter called the “**Guarantee**”) for the Guarantee Amount.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Agency’s obligations during the Term, under and in accordance with the Contract, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Agency, such sum or sums upto an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
2. A letter from the Authority, under the hand of an Officer duly authorized by the Chairman of the Authority, that the Agency has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Contract shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Agency is in default in due and faithful performance of its obligations during the Term under the Contract and its decision that the Agency is in default shall be final, and binding on the Bank, notwithstanding any differences between the Authority and the Agency, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Agency for any reason whatsoever.
3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Agency and/or the Bank, whether by their absorption with any other body or corporation or otherwise,

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<sup>5</sup> Insert name and address of Developer

<sup>6</sup> Insert name of branch of bank in Gujarat



shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.

4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Agency before presenting to the Bank its demand under this Guarantee.
5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Contract or to extend the time or period for the compliance with, fulfilment and/ or performance of all or any of the obligations of the Agency contained in the Contract or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Agency, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Contract and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Agency or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Advance Payment.
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee, all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
8. The Guarantee shall be valid in full force and effect up to the adjustment of entire Mobilization Advance or unless a demand or claim under this Guarantee is made in writing on or before the aforesaid date, the Bank shall be discharged from its liabilities hereunder.
9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred Branch, which shall be deemed to have been duly authorised to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.

11. This Guarantee shall come into force with immediate effect and shall remain in force and effect up to the date specified in paragraph 8 above or until it is released earlier by the Authority pursuant to the provisions of the Contract.

Signed and sealed this ..... Day of ....., 20..... at .....

SIGNED, SEALED AND DELIVERED

For and on behalf of the BANK by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

NOTES:

- (i) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
- (ii) The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

**ANNEXURE 8: Format for Financial Bid  
Financial Proposal**

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

<b>Title</b>	<b>Contract Price (in figures) (in INR)</b>	<b>Contract Price (in words) (in INR)</b>
Lump sum Fee for entire scope of works for the Civil Construction work of Canteen Facility at Gujarat Biotechnology University as per terms of the RFP (Excluding. GST)	[***]	[***]
GST (to be paid at actuals)		
Contract Price with GST		

Note:

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

**ANNEXURE 9: Bill of Quantity**

(Attached as separate document)

**ANNEXURE 10: Civil, Electrical and Plumbing Layouts**

(Attached as separate document)

**ANNEXURE-11: FORMAT FOR POWER OF ATTORNEY FOR AUTHORIZED SIGNATORY**

(To be submitted by Bidder on Non – Judicial stamp paper of INR 500/- duly attested by Notary Public)

**POWER OF ATTORNEY FOR SIGNING OF BID**

Know all men by these presents, We, .....(Insert name of Bidder)..... (name of the firm and address of the registered office) do hereby constitute, nominate, appoint, and authorize Mr. / Ms. (Insert Name of PoA Holder)....., presently residing at .....(Insert address)....., who is presently employed with us and holding the position of .....(Insert designation of the PoA Holder in the organization)....., 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 Proposal/Bid for the “Selection of an Agency for Civil Construction Work Of Canteen Facility At Gujarat Biotechnology University for a period of 30 (Thirty) Days (“Project”) as defined under this RFP for Gujarat Biotechnology University, GIFT City Road, Gandhinagar – 3822355 (representing us in all matters before, in connection with or relating to or arising out of our Bid for the said Project. ”), including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Bids and other conferences and providing information/responses to the Gujarat Biotechnology University, representing us in all matters before the Gujarat Biotechnology University, signing and execution of all contracts including the Contract and undertakings consequent to acceptance of our bid, and generally dealing with the Gujarat Biotechnology University in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Contract with the Gujarat Biotechnology University.

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

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

This Power of Attorney shall be effective, binding, and operative till completion of the Selection Process, if not revoked earlier or as long as the said Attorney is in the service of the organization, whichever is earlier.

IN WITNESS WHEREOF WE, .....(Insert name of Bidder)....., THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ..... 2023

Accept

Notarized

(Signature of PoA Holder)

(Name, Title and Address)

For

(Signature of PoA Giver)

(Name, Title and Address)

WITNESS:

1) Full Name .....

Address .....

Signature .....

2) Full Name .....

Address .....

Signature .....

Notes:

- The mode of execution of 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 executant(s) should submit for verification the extract of the charter documents and documents such as a resolution / Power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder

**ANNEXURE – 12: Format For Bid Security (Bank Guarantee)**

(Refer Clauses 20)

(To be executed on Stamp paper of appropriate value)

B.G. No.

Dated:

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

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

Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs..... (Rupees ..... only).

3. This Guarantee shall be irrevocable and remain in full force for a period not less than 180 (one eighty) inclusive of claim period of 60 (Sixty) days from the Bid Due Date or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents.

- The decision of the Authority, that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority.
4. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
  5. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
  6. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
  7. We undertake to make the payment on receipt of your notice of claim on us addressed to [*name of Bank along with branch address*] and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.
  8. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.\
  9. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
  10. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

Signed and Delivered by \_\_\_\_\_ Bank

By the hand of Mr./Ms. \_\_\_\_\_, its \_\_\_\_\_ and authorized official.

(Signature of the Authorized Signatory)

(Official Seal)