



**Department of Science and Technology,
Government of Gujarat**



REQUEST FOR PROPOSAL

Volume I: Instruction to Bidders

Appointment of Consultant

for

**Architectural & Engineering Design Services for InCITE & Allied Works
at Gujarat Biotechnology University**



**Gujarat Biotechnology University,
GIFT City,
Gandhinagar- 382355**

22 June 2024

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GLOSSARY

Addendum	As defined in Clause 2.11.1
Applicable Laws	As defined in the Consultant Contract
Associate	As defined in Clause 2.3.3
Authority	As defined in Clause 1.1.1
Bank Guarantee	As defined in Clause 2.20.1
Bid(s)	The Technical Bid and Financial Bid together shall be referred to as the Bid(s).
Bidder(s)	Parties that submit their Bids for a particular Project in accordance with this RFP.
Bidding Documents	As defined in Clause 1.1.10
Bid Due Date	As defined in Clause 1.1.10
Bidding Process	As defined in Clause 1.2
BOQ	Bill of quantities
Companies Act	Shall mean the Companies Act, 1956 and / or the Companies Act, 2013. Provided that references to any repealed provision contained in the Companies Act, 1956 shall be read as references to the corresponding provision contained in the Companies Act, 2013
Consultant	As defined in Clause 1.1.7
Consultant Contract	As defined in Clause 1.1.8
EMD	As defined in Clause 2.20
Conflict of Interest	As defined in Clause 2.3.1
Crore	Ten million (10,000,000)
Financial Bid	As defined in Clause 2.15.1
Financial Capacity	As defined in Clause 2.2.2
INCITE	International Centre for Incubation and Translational Entrepreneurship
Joint Bidding Agreement	As defined in Clause 2.2.1
Lakh	Hundred thousand (100,000)
LOA	As defined in Clause 3.8
MEP	Mechanical, electrical, plumbing works
MEPF	Mechanical, electrical, plumbing and fire protection
Minimum Eligibility Criteria	As defined in Clause 2.2.2
Minimum Technical Marks	As defined in Clause 2.2.2
Net Worth	As defined in Clause 2.2.2
Project	As defined in Clause 1.1.3
Re. or R.S. or INR	Indian Rupee
RFP	Means the Request for Qualification cum Request for Bid issued by the Authority for selecting the Selected Bidder for the Project
Selected Bidder	As defined in Clause 3.5
Site	As defined in Clause 1.1.6

Subject Person	As defined in Clause 2.3.3
Technical Bid	As defined in Clause 1.2.1
Technical Capacity	As defined in Clause 2.2.2

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

DISCLAIMER

The information contained in this Request for Proposal 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 advisers, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement or an offer by the Authority to the prospective Bidder(s) or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of 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 Consultancy. 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 advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) may be 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 the law expressed herein.

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

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

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Consultancy and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reasons whatsoever.

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

DATA SHEET

1.	Name of the project	RFP for Appointment of Consultant for Architectural & Engineering Design Services for InCITE and Allied Works at Gujarat Biotechnology University.
2.	Tender issued by	Gujarat Biotechnology University (GBU)
3.	Procurement stages	Single Stage
4.	Cost of Tender Documents	INR <u>15,000 including GST in the form of DD/ Bankers Cheque</u> favour of, Gujarat Biotechnology University
5.	Bid Security/ EMD	INR 1 (One) Lakhs in the form of FDR/ Bank Guarantee as per clause 2.20
6.	Date of issue of RFP document	22/06/2024
7.	Site visit and Pre-bid meeting / webinar	Pre-bid meeting: 28/06/2024 at 16:00 hours IST at: Conference room, Academic Building, Gujarat Biotechnology University, GIFT City Road, Gandhinagar -382 355 Site visit: GBU Main Building, 28/06/2024 at 15:00 hours IST
8.	Place of obtaining Tender Documents	The tender can also be downloaded from the website of the Authority: https://gbu.edu.in and https://www.tender.nprocure.com For such downloaded document the Bidder has to enclose Demand Draft/ Bankers Cheque amounting to INR 15,000/- (including GST) in favour of, Gujarat Biotechnology University payable at Gandhinagar and the scanned copy of the Demand Draft/ Bankers Cheque shall be uploaded along with the Technical Bid on the e-Procurement Portal.
9.	Last date for receiving queries/clarifications	On or before 12:00 hours IST on 27/06/2024 At tender@gbu.edu.in
10.	Last date and time of Submission of bids (Online)	Last Date for submission Financial Bid and Technical bid (Online): 12/07/2024 Up to 18:00 hours IST
11.	Last date and time of Submission of physical copy of Tender Fee, EMD and PoA	Last Date for submission of required physical copy: 21/07/2024 Up to 18:00 hours IST
12.	Date and Time for opening of Technical Bids	To be announced later
13.	Date of Technical Presentations	To be announced later
14.	Opening of Financial Bids.	To be announced later
15.	Validity of Bids	120 days from Bid Due Date
16.	Authorized Representative	The Registrar,

		Gujarat Biotechnology University
17.	Email for Correspondence	tender@gbu.edu.in , registrar@gbu.edu.in

***Note: In case of any conditions/clause specified in RFP is contradicted by conditions/clause stipulated in e-procurement website, then RFP shall override the clauses/conditions mentioned on e-procurement website. For any clarification in details, kindly follow the RFP.

1. INTRODUCTION

1.1 Background

1.1.1 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.

1.1.2 GBU aims following objects to develop cutting-edge biotechnology research capacity in Gujarat:

- to create an institution of excellence, imparting state-of-the-art, product-focused, research-based education and skills in biotechnology,
- to create capabilities for developing world-class infrastructure, intellectual property base and skillsets for education, training, research, product development and technology commercialization in the biotechnology field,
- to develop innovative methods for applied and translational research to set high standards of practice-based education in biotechnology and allied sciences,
- to address societal challenges in Gujarat, nationwide and internationally; to develop linkages with institutions of national and global repute and to create templates and models of collaboration for interdisciplinary study and research to solve developmental problems using the tools and techniques of biotechnology and allied sciences,
- to create a platform for developing industry linkages delivering research solutions to society by catalysing translational opportunities, and
- to function as a leading resource centre for biotechnology knowledge and development.

GBU envisions to be a world-class, academic, research-driven institution and a foundry of transformational knowledge which will train and prepare biotech scientists in cutting-edge, product-focused research to create and deliver a strong pipeline of innovative products for the Bharat (India) of tomorrow.

1.1.3 The Authority has decided to develop an ‘**Incubation Centre (INCITE)**’ in the premises of Gujarat Biotechnology University at Gandhinagar with an aim to establish a culture marked by excellence and innovation, with entrepreneurship serving as its foundational core and **additional allied works**. “**Allied Works**” mean designing any additional building infrastructure excluding industrial, roads, bridges, dams and transmission tower projects with works amount shall be equal to or less than 15 crores. (“**Project**”).

1.1.4 The estimated project cost (“**Estimated Project Cost**”) as on the date of this proposal is approximately INR 80 Crores (excluding GST & the O&M cost) including 65Cr. for INCITE building and 15Cr. for Allied works. The actual project cost (“**Actual Project Cost**”) would be finalized upon the selection of the contractor (CMA) and award of works to the CMA in accordance with terms of relevant tender document. The Actual Project Cost shall be modified as per ‘actual cost’ and when the allied construction agency is onboarded for any allied work identified by Authority. The Actual Project Cost will include costs towards building the

facilities, the complete civil works, MEP and finishing works, interior works, works, the costs of objects/ exhibition hall. The cost of the Project does not include any land acquisition cost, as the land is already under the ownership of the Authority. Additionally, the **Estimated Project Cost** does not include the Consultancy Fee of the Selected Bidder.

1.1.5 Intentionally left Blank.

1.1.6 Site Location:

An overview of the proposed site for the development of INCITE at GBU is set out in Figure 1.

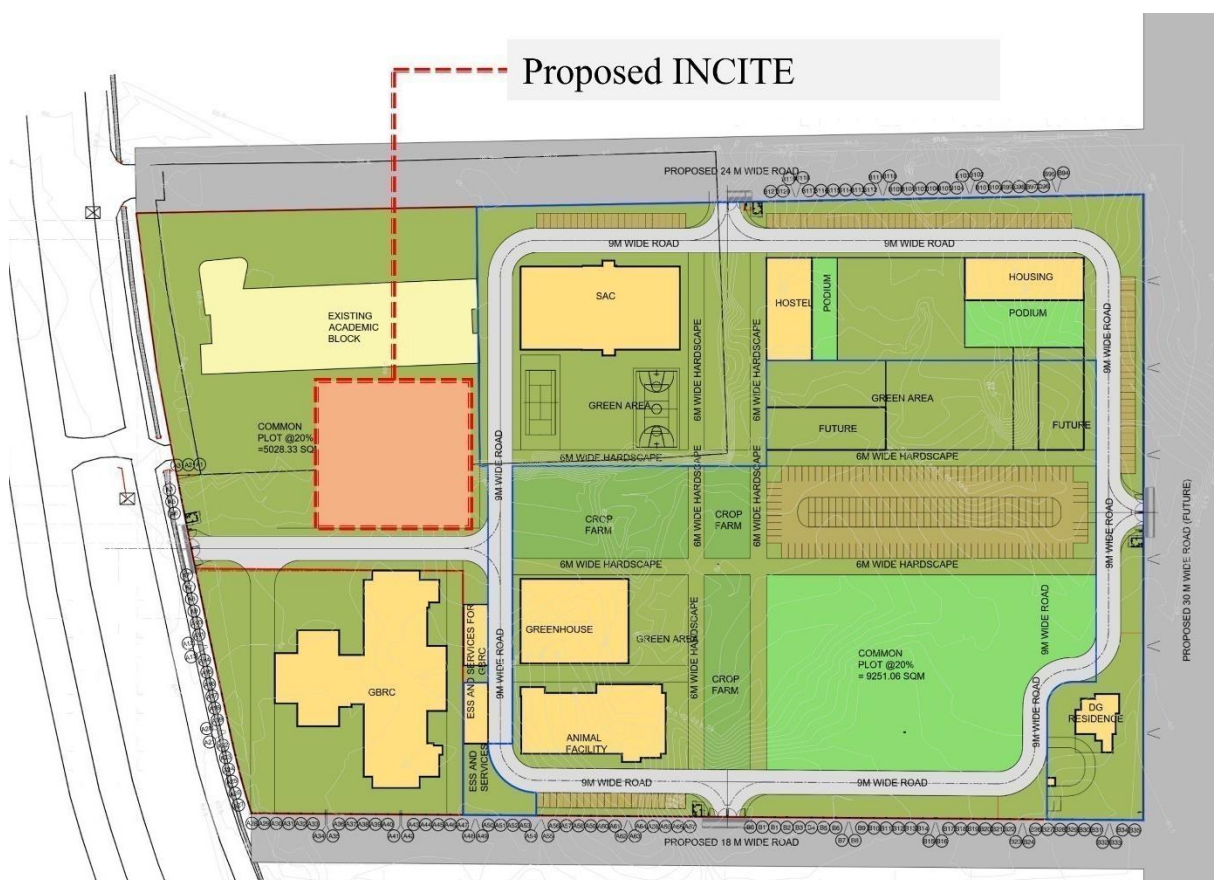


Figure 1: - Proposed Site for INCITE

1.1.7 Gujarat Biotechnology University has initiated the development of the Project with following agencies to be engaged for the execution of various aspects of the Project:

- i. The Architectural & Engineering Design Agency (“**Consultant**”): Agency appointed for the development of the INCITE and any allied work that arise in future, Consultant’s broad scope of work is to provide architectural & engineering design services for the INCITE at GBU, which will be constructed by the CMA.
- ii. The Construction and Maintenance Agency (“**CMA**”): The CMA is responsible for carrying out the construction as per the design and specifications, operate and maintenance of INCITE.
- iii. Construction Agency for Allied Work (“**ACA**”): Any other construction agency responsible for carrying out the construction as per the design and specifications of Allied Works.

In pursuance of the above, the Authority has decided to carry out the process for selection of a Consultant for INCITE at GBU. The Consultant's scope would broadly include: Preparation of Master Planning, Reports, Designs & Drawings for Authority and obtain statutory approvals, specifications, bill of quantities, tender documents, bid evaluation report and shall also be responsible for preparation of working drawings and details etc. The Consultant shall also be responsible to produce relevant designs, drawings of space appropriations, facilities, infrastructures etc., and help to obtain Statutory approval /certification from relevant Authorities.

The Authority may at any time, at its absolute discretion, issue a Work Order to Bidder to provide services for such Allied Work as mentioned in said Work Order. The Work Order shall include the details like, cost of such Allied Work, timeline for providing Services etc

1.2 Request for Proposals

The Authority invites proposals from interested firms (the “**Bids**”) for selection of an Architectural & Engineering Design Agency (the “**Consultant**”) who shall conceptualise the INCITE building and other Allied Works, prepare architectural as well as structural drawings (including ‘good for construction’ drawings), Technical Specifications, and prepare ‘Bill of Quantity’, and provide supervision at the site during execution (collectively referred as “**Consultancy**”). The Terms of Reference (“**TOR**”) and the scope for the Consultancy is provided in Schedule I. The Authority intends to select the Consultant through open competitive bidding process (“**Bidding Process**”) in accordance with the procedure set out herein.

The Terms of Reference (the “**TOR**”) and the scope of the Consultancy under this RFP are specified in Schedule I.

1.3 Due diligence by Bidders

Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Bid by paying a visit to the Project site, sending written queries to the Authority, and attending a Pre-Bid Conference on the date and time specified in Clause 1.10.

1.4 Obtaining RFP Document

RFP document can be downloaded from the e-procurement portal of Government of Gujarat: <https://www.tender.nprocure.com> or from GBU's website <https://gbu.edu.in>. The Bidder would be required to register on the e-procurement marketplace/website <https://www.tender.nprocure.com> and submit their bids online. Bids not submitted online shall not be entertained by the Tender Inviting Authority for the tenders published in e-procurement platform. The Bidders shall submit all the details as per this RFP, in the online standard formats displayed in eProcurement web site. The Bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria/technical bids and other certificate/documents in the eProcurement web site. Tenders shall be submitted On-Line in Electronic format only on On-Line website www.nprocure.com till the date and time shown in timetable. Any document, required as per the PQ Criteria, not uploaded online shall be considered as “Document Not Submitted” and evaluation shall be carried out accordingly, the document shall not be asked from the bidder subsequently, please note. Offer in physical form will not be accepted in any case: The necessary documents of tender, i.e. Tender Fee, Power of Attorney, Earnest Money

Deposit shall be submitted in physical form on or before the date prescribed in the tender by Registered Post (R.P.A.D) / Speed Post (official Indian Postal Service only) at the Address given below:

Address: The Registrar, Gujarat Biotechnology University,
GIFT City, Gandhinagar - 382355

Email- tender@gbu.edu.in, registrar@gbu.edu.in

The original documents shall have to be submitted within 7 days of technical opening.

Bidders submitting the bid after downloading from the website shall have to furnish Tender fee (“Bid Fee”) amounting to Rs. 15,000/- (Rupees Fifteen Thousand Only) along with bid documents in the form of demand draft or Banker’s Cheque in favour of **Gujarat Biotechnology University** payable at Gandhinagar.

Additionally, Bidders must also submit an Earnest Money Deposit (“**Ernest Money Deposit**” or “**EMD**”) in the form of FDR/Bank Guarantee a sum of INR 1,00,000 (Rupees One Lakhs Only) in favour of “**Gujarat Biotechnology University**” payable at Gandhinagar. EMD in the form of Bank Guarantee or Fixed Deposit Receipt (“FDR”) shall (unless uncashed) prior to its expiry be renewed from time to time to keep it valid and enforceable for a period of 180 (one hundred and eighty) days from the Bid Due Date.

The FDR/Demand Draft/Banker’s Cheque/ Bank Guarantee towards payment of Tender Fee and EMD must be submitted (in hard copy) and a copy of the same to be uploaded along with the Technical Bid online, else the bids will be summarily rejected. Tender Fee and EMD shall be issued by any 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.

EMD (which shall be without any interest) will be returned by the Authority of the first ranked Bidder (“**Selected Bidder**”), upon the Selected Bidder signing the Consultant Contract/Agreement and furnishing the Performance Security in accordance with the provisions thereof.

The EMD of unsuccessful Bidder will be returned by the Authority, without any interest, as promptly as possible on selection of the Selected Bidder or when the Bidding process is cancelled by the Authority.

1.5 Validity of the Bid

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

1.6 Brief description of the Selection Process

The Authority has adopted a single stage – two envelope selection process (the “**Selection Process**”) for evaluating the Bids comprising technical and financial bids to be submitted separately. A technical evaluation will be carried out as specified in Clause 3.1. The evaluation of Financial Bids will be carried out as specified in Clause 3.4. Bids will finally be ranked according to their combined technical and financial scores as specified in Clause 3.5.

1.7 Official Website

The official website of Gujarat Biotechnology is <https://gbu.edu.in/>

1.8 Schedule of Selection Process

The Authority would endeavour to adhere to the following schedule:

S.N.	Event Description	Date
1.	Bid Document Downloading Start Date	22 June 2024
2.	Pre-Bid Conference	28 June 2024 at 1600 hours IST
4.	Bid Document Downloading End Date	08 July 2024 at 1800 hours IST
5.	Last Date & Time for Submission of Technical and financial bid online	12 July 2024 at 1800 hours IST
7.	Opening of Technical Bids	To be intimated
8.	Date of Presentation	To be informed to qualified bidders
9.	Date of opening of financial bid	To be intimated
10.	Letter of Award (LOA)	To be intimated
11.	Signing of Agreement	Within 15 days of LOA
12.	Validity of Bids	120 days of Bid Due Date

1.9 Pre-Bid visit and inspection of data

Prospective Bidders may visit the office of the Authority and the proposed Project site at any time prior to Bid Due Date. For this purpose, they will provide at least two days' notice to the nodal officer specified below:

Address: The Registrar, Gujarat Biotechnology University, GIFT Urban Extension Area, Gandhinagar - 382355

Email- tender@gbu.edu.in, registrar@gbu.edu.in

1.10 Pre-Bid Conference

Pre-Bid Conference will be conducted at Conference Room, Academic Building, Gujarat Biotechnology University, GIFT City Road, Gandhinagar - 382355 dated on **28 June 2024 at 16:00 hours IST**

1.11 Communications

1.11.1 All communications including the submission of Bid should be addressed to:

Name: The Registrar, Gujarat Biotechnology University

Email: tender@gbu.edu.in, registrar@gbu.edu.in

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

RFP Notice No. [●] FOR *Selection of Design Technical Agency (Consultant) for Detailed Design and Construction Supervision for INCITE and Allied Works at Gujarat Biotechnology University*

1.12 Currencies of Bid and Payment

1.12.1 The unit rates and the prices quoted by the bidder shall be entirely in Indian Rupees. All payment shall be made in Indian Rupees.

2. INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1 Scope of Bid

2.1.1 The Bidder may be any legal entity incorporated/ registered under the applicable laws of India and having valid GST registration. However, Bidders shall only be a Sole Bidder to implement the Services as per TOR and Consultant Contract. Detailed description of the objectives, scope of services, deliverables and other requirements relating to this Consultancy are specified in this RFP. **A Sole Bidder shall submit only 1 (one) Bid.** A Bidder bidding shall not be entitled to submit another bid for the same Project(s). The manner in which the Bid is required to be submitted, evaluated and accepted is explained in this RFP. Party that submits their Bids for a particular Project in accordance with this RFP hereinafter referred to as “**Bidder**”.

2.1.2 Bidders are advised that the selection of Consultant shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. 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 the Authority’s decisions are without any right of appeal whatsoever.

2.1.3 The Bidder shall submit its Bid in the form and manner specified in this Section of the RFP. The Technical proposal shall be submitted in the form at Appendix-I and the Financial Bid shall be submitted in the form at Appendix-II. The Technical Bid and Financial Bid must be uploaded on the e-procurement portal as per the schedule provided in the RFP. Upon selection, the Bidder shall be required to enter into an agreement with the Authority in the form specified at Volume II (hereafter referred as “**Agreement/Consultant Contract**”).

2.1.4 Deployment of Consultant’s Personnel and Support Personnel

The Consultant shall have the Key Personnel as part of their team for purpose of this Project for each INCITE and Allied Works separately as per the Terms of Reference. The Consultant is required to deploy at least one (1) Senior Architect to the office of authority during the Design Phase from time to time for review meetings, bid evaluation and project monitoring for the INCITE. Further, deployment of consultant’s personnel or support personnel during Construction Phase would be as per Terms of Reference in Schedule 1 for INCITE.

The Consultant should ensure that it includes qualified team members to successfully deliver the above scope of work. The Evaluation Committee may have option to conduct interviews of Key Personnel, at the Bidder’s cost, to verify their bona-fide’s and competence of their participation in the Project.

2.2 Conditions of Eligibility of Bidders

2.2.1 For determining the eligibility of Bidders for submission of their Bids hereunder, the following shall apply:

a) The Bidder for qualification should be a **Sole Bidder** and the bidder shall be involved in architectural and engineering design services with minimum of ten (10) years of experience. No consortium shall be

permitted to participate in this RFP.

- a) A Bidder may be a company registered in India under the Companies Act or incorporated outside India under relevant laws of incorporation under country of its origin, or a society registered under applicable governing laws of India or of the jurisdiction of its origin, or a registered trust under applicable governing laws of India or of the jurisdiction of its origin, or Limited Liability Partnership (LLP) incorporated under Limited Liability Partnership Act, 2008 or incorporated under the country of its origin, or the Partnership Firm registered under the Partnership Act, 1932 or registered under the country of its origin, or a sole proprietorship under relevant acts/laws either within India or outside India. The bidder shall submit incorporation/registration documents in support along with the technical Bid.
- b) While entities registered/ incorporated in India or outside India are permitted to submit bid for the Project. It is clarified that as mandated under the Order (Public Procurement No. 1) dated 23rd July 2020 issued by the Ministry of Finance, Department of Expenditure, Public Procurement Division, the Bidder shall not, unless registered with the Competent Authority under the aforesaid Order, be related to an entity in a country which shares a land border with India, in any of the following ways: A subsidiary of an entity incorporated, established or registered in such a country; or
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; “agent” for the purposes of this RFP shall mean a person employed to do any act for another, or to represent another in dealings with third person.
 - f. natural person who is a citizen of such a country

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

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

Explanation –

- a. “Controlling ownership interest” means ownership of or entitlement to more than 25% (twenty-five per cent) of shares or capital or profits of the company,
- b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements,

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership

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

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

- c) While qualification is open to persons from any country, the following provisions shall apply:
- a. Where, on the date of the Bid, 25% (twenty-five per cent) or more of the aggregate issued, subscribed and paid-up equity share capital in a Bidder or its Member is held by persons resident outside India or where a Bidder or its Member is controlled by persons resident outside India; or
 - b. if at any subsequent stage after the date of the Bid, there is an acquisition of 25% (twenty-five per cent) or more of the aggregate issued, subscribed and paid-up equity share capital or control, by persons resident outside India, in or of the Bidder or its Member;

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

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

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

- d) Bidder shall have at least one functional office in India in operation for the preceding at least five (5) years immediately preceding Bid Due Date. The Authority emphasizes upon Consultant to establish a single-point-contact office at Gandhinagar / Ahmedabad, when contract is awarded at their own cost, for efficient transaction of communications & work etc. Bidders are required to submit with their submission self-declaration that the firm will establish office at Gandhinagar/Ahmedabad within one week from the date of award of work or issuing of LoA. If consultant fails to establish offices as above, damages will be imposed at the rate of Rs.50,000/- per month till the date of establishment of such offices.
- e) Bidder should not be under liquidation at the time of submission of tender.
- f) Bidder is ineligible to submit a proposal, if it or any of its constituents has been barred or blacklisted by any Central and/or State Government / autonomous institutions / university / public sector organization in India at the time of submission of tender.
- g) Bidder should have, during the preceding five years from the date of the submission of the RFP offer, neither failed to perform on any agreement, nor been expelled from any project or agreement nor have any agreement terminated for breach by the Bidder.

Bidders shall read carefully the minimum conditions of eligibility (the “**Conditions of Eligibility**”) provided herein. Bids of only those Bidders who satisfy the Conditions of Eligibility will be considered for evaluation.

2.2.2 To be eligible for evaluation of its Bid, the Bidder shall fulfil the following:

(A) **Technical Capacity:** The Bidder shall over the **past 5 (Five)** years preceding the Bid Due Date, have experience in both of the following-

1. The Bidder must meet the following criteria:

- (a) The Bidder shall demonstrate experience in planning and design including structural design of at least one Similar Project costing not less than the amount equal to **INR 48 Crore** (Rupees Forty Eight Crore only) in the last 5 years immediately preceding Bid Due Date.

Or

The Bidder shall demonstrate experience in planning and design including structural design of at least two Similar Projects each costing not less than the amount equal to **INR 30 Crore** (Rupees Thirty Crore only) in the last 5 years immediately preceding Bid Due Date.

Or

The Bidder shall demonstrate experience in planning and design including structural design of at least three Similar Projects each costing not less than the amount equal to **INR 24 Crore** (Rupees Twenty Four Crore only) in the last 5 years immediately preceding Bid Due Date.

“Similar Project” shall mean research and development centres, or super speciality hospitals, or

health tech incubators, or life science research centres, or incubation centre which includes wet labs for life science, biotechnology, pharmaceuticals, or innovation centre, or biotech research centre. Similar project may be either government or private works.

Following Self-Attested Documentary Evidence to be provided by the Bidder:

- i. Work Order/LOA/Agreement, and
- ii. Completion Certificate or Letter from Client must be attached in respect of each of these eligible assignments to clearly validate the nature of services, project cost etc., as a part of the Technical Bid. Self-certification by the Bidder will not be permitted.
- iii. Final Bill copy (Mandatory for Private projects)
- iv. TDS Certificates (Mandatory for Private projects)

Escalation Factor:

Following enhancement factors will be applied to completion cost of works to bring them to the base year. The current financial year in which bid is invited shall be considered as the base year.

Year	Financial Year	Enhancement Factor
Base	2023-2024	1
-1	2022-2023	1.1
-2	2021-2022	1.21
-3	2020- 2021	1.33
-4	2019- 2020	1.46
-5	2018- 2019	1.61

- (b) **Financial Capacity:** The Bidder shall be required to demonstrate that it have an average annual turnover of Rs. 2 Crore (Rupees Two Crore only) during the last three financial years immediately preceding the Bid Due Date and shall also be required to have positive net worth in the financial year ending 31/03/2024.

Bidders shall have to submit **Solvency Certificate of Rs 15 Lakhs** from Nationalized or Scheduled bank.

The Bidder shall provide documentary evidence by way of Statutory Auditor's/Chartered Accountant's certificate for demonstrating the average annual turnover and positive net worth. Such documentary evidence shall be duly signed by the authorized signatory of the Bidder.

In computing the Technical Capacity and Financial Capacity of the Bidder under this Clause 2.2.2, the Technical Capacity and Financial Capacity of their respective Associates would also be eligible hereunder. The definition of Associate has been provided herein in this RFP in the explanation to Clause 2.3.3. It is clarified that a certificate from a qualified external auditor who audits the book of accounts of the Bidder shall be provided to demonstrate that a person is an Associate of the Bidder.

Failure to meet the Primary Eligibility Criteria as listed in this document will render the RFP offer to be summarily rejected.

2.3 Conflict of Interest

2.3.1 A Bidder shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the “**Conflict of Interest**”). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, the time, cost and effort of the Authority including consideration of such Bidder’s Bid, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

2.3.2 The Authority requires that the Consultant provides professional, objective, and impartial advice and at all times hold the Authority’s interest’s paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.

2.3.3 Without limiting the generality of the above, an Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

- (a) the Bidder or its 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 disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Bidder or its Associate (or any shareholder thereof having a shareholding of more than 25% (twenty five per cent) of the paid up and subscribed share capital of such Bidder or its Associate, as the case may be) in the other Bidder, or Associate is less than 25% (twenty five per cent) of the subscribed and paid up equity share capital thereof. For the purposes of this Clause 2.3.3(a), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to Sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this Sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or
- (b) a constituent of such Bidder is also a constituent of another Bidder; or
- (c) such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
- (d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or

- (e) such Bidder has a relationship with another Bidder, 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) there is a conflict among this and other consulting assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to the Authority for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- (g) a firm which has been engaged by the Authority to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project save and except as provided in Clause 2.3.4; conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Associates, will be disqualified from subsequently providing goods or works or services related to the same project.

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

- 2.3.4 An Bidder eventually appointed to provide Consultancy for this Project, shall be disqualified from subsequently providing goods or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 1 (one) year from the completion of this assignment or to any consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services performed for the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the Authority in accordance with the rules of the Authority.

2.4 Number of Bids

No Bidder shall submit more than one Bid for the Consultancy. A Bidder applying individually or as an Associate shall not be entitled to submit another.

2.5 Cost of Bid

The Bidders shall be responsible for all of the costs associated with the preparation of their Bids including visiting the site and their participation in the Selection Process. The Authority will not

be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.6 Visit to the Authority and verification of information

Bidders are encouraged to submit their respective Bids after visiting the proposed site and after ascertaining of Applicable Laws and regulations or any other matter considered relevant by them.

2.7 Acknowledgement by Bidder

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

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

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

2.8 Right to reject any or all Bids

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

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

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

Misrepresentation/ improper response by the Bidder may lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Bids have been opened and the highest-ranking Bidder gets disqualified / rejected, then the Authority reserves the right to consider the next best Bidder or take

any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

B. DOCUMENTS

2.9 Contents of the RFP

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

Request for Proposal

- 1 Introduction
- 2 Instructions to Bidders
- 3 Criteria for Evaluation
- 4 Fraud and corrupt practices
- 5 Pre-Bid Conference
- 6 Miscellaneous

Schedules

1. Schedule 1: **Terms of Reference / Scope of Work**

1. Schedule 2: **Consultant Contract**

2. **Appendices**

Appendix-I: Technical Bid

Form 1: Letter of Bid

Form 2: Particulars of the Bidder

Form 3: Statement of Legal Capacity

Form 4: Solvency certificate

Form 5: Power of Attorney

Form 6: Financial Capacity of Bidder

Form 7: Non Blacklisting Certificate

Form 8: Proposed Methodology and Work Plan

Form 9: Abstract of Eligible Assignments of the Bidders

Form 10: Eligible Assignments of Bidders

Form 11: Financial Identification form

Appendix – II: Financial Bid

Appendix – III:

Form 1: Undertaking of Key Personnel

Form 2: CVs

Form 3: Work and Staffing Schedule

2.10 Clarifications

2.10.1 Bidders requiring any clarification on the RFP may send their queries to the Authority in writing by speed post/ courier/ special messenger or by e-mail so as to reach before the date mentioned in the Schedule of Selection Process at Clause 1.8. The envelopes shall clearly bear the following identification:

"Queries concerning RFP for Appointment of Consultant for Architectural & Engineering Design Services for InCITE and Allied Works at Gujarat Biotechnology University"

The Authority shall endeavour to respond to the queries within the period specified therein but no later than the date mentioned in Clause 1.8. The Authority will post the reply to such queries on the e-procurement portal, official website and copies thereof will also be circulated to all Bidders who have purchased the RFP document without identifying the source of queries.

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

2.11 Amendment of RFP

2.11.1 At any time prior to the deadline for submission of Bid, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Bidder, modify the RFP document by the issuance of Addendum/ Amendment and posting it on the e-procurement portal and Official Website.

2.11.2 All such amendments will be posted on the Official Website and on the e-procurement portal along with the revised RFP containing the amendments and will be binding on all Bidders.

2.11.3 In order to afford the Bidders a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.

C. PREPARATION AND SUBMISSION OF PROPOSAL

2.12 Language

The Bid with all accompanying documents (the "**Documents**") and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP.

2.13 Format and signing of Bid

2.13.1 The Bidder shall provide all the information sought under this RFP. The Authority would evaluate only those Bids that are received in the specified forms and complete in all respects.

2.13.2 [Intentionally left blank]

2.13.3 The Bids must be properly signed by the authorised representative (the "**Authorised Representative**") authorized through the Power of Attorney in Appendix-I (Form-5) and must

be duly supported by a charter document or board resolution in favour of executant. The Authorised Representative shall initial each page of the documents submitted by the Bidder.

- 2.13.4 Bidders should note the Bid Due Date, as specified in Clause 1.8, for submission of Bids. Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only based on Documents received by the closing time of Bid Due Date as specified in Clause 2.17.1. Bidders will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected.

2.14 Technical Bid

- 2.14.1 Bidders shall submit the technical proposal in the formats at Appendix-I (the “**Technical Bid**”) including the original and copies of the Tender Fee and EMD.
- 2.14.2 While submitting the Technical Bid, the Bidder shall, in particular, ensure that:
- (a) Scanned copy of all forms are submitted in the prescribed formats and signed by the prescribed signatories;
 - (b) Original power of attorney, if applicable, is executed as per Applicable Laws (Physical as well as soft copy);
 - (c) the proposal is responsive in terms of Clause 3.2
 - (d) Proof of Payment of Tender Fee and EMD (Original DDs to be provided. Physical as well as soft copy.)
 - (e) A copy of all the tender documents including corrigendum with each page signed with initial of the person signing the Bid in pursuance of the Power of Attorney.
- 2.14.3 Failure to comply with the requirements spelt out in this Clause 2.14 shall make the Bid liable to be rejected.
- 2.14.4 The Technical Bid shall not include any financial information relating to the Financial Bid.
- 2.14.5 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Consultant either by issue of the LOA or entering into of the Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Selected Bidder or Consultant, as the case may be.

In such an event, the Authority shall forfeit and appropriate the EMD, if available, as mutually agreed pre-estimated compensation and damages payable to the Authority for, *inter alia*, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

2.15 Financial Bid

- 2.15.1 Bidders shall submit the financial proposal in the formats at Appendix-II (the “**Financial Bid**”) solely by way of online submission [and not as hard copy submission] clearly indicating the fee

as a percentage (%) of Estimated Project Cost (the “**Consultancy Fees**”). The Consultancy Fee shall be paid as per the Schedule in **Annexure-5** of the Consultant Contract. The fee should be filled in both figures and words and signed by the Bidder’s Authorised Representative. In the event of any difference between figures and words, the percentage indicated in words shall prevail. The Financial Bid and details must only be uploaded on the e-procurement portal of Government of Gujarat and no hard copy of the Financial Bid must be submitted.

2.15.2 While submitting the Financial Bid, the Bidder shall ensure the following:

- (i) All the costs associated with the assignment shall be included in the Financial Bid. These shall normally cover remuneration of Personnel(s), overheads, accommodation, air fare, site visits, equipment, printing of documents, etc. The Financial Bid shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Bid, it shall be considered non-responsive and liable to be rejected.
- (ii) All payments shall be subject to deduction of taxes at source as per Applicable Laws.
- (iii) All payments shall be made in INR.
- (iv) All applicable taxes (except GST) under Applicable Laws in India will be included in the fee quoted in the Financial Bid. GST will be paid extra by the authority.
- (v) Declaration that no other incidental expenses during the period of execution of this Contract shall be payable to the bidder by the Authority, which is considered appropriate and technically sound to carry out the assignment as per the requirement.
- (vi) The Consultancy Fees discovered by competitive bidding process shall remain valid for performance of Allied Works within GBU for a duration of three years from the date of commencement of the Contract. Upon mutual agreement between the parties, the Contract may be extended for an additional two years. Such extension shall be formalized through an amendment to the contract, with terms and conditions to be negotiated and agreed upon mutually by the parties.

2.16 Submission of Bid

2.16.1 The Bidder shall upload the Technical Bid and Financial Bid on e-procurement platform in the specified formats prior to the Bid Due Date. Tender fees, EMD and Power of Attorney must be submitted in hard copy at the office of the Authority prior to Bid Due Date.

2.16.2 Hard copy of Tender fees, EMD and Power of Attorney as per clause 2.16.1, will be sealed in an outer envelope which will bear the address of the Authority, RFP Notice number, Consultancy name as indicated at Clause 1.11.1 and 1.11.2 and the name and address of the Bidder. It shall bear on top, the following:

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

If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

2.16.3 The abovementioned documents must be delivered on or before the specified time on Bid Due Date. Bids submitted by fax, telex, telegram or e-mail shall not be entertained.

2.16.4 The Bid shall be made in the forms specified in this RFP. Any attachment to such forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, firm profiles, copy of contracts etc. will be entertained.

2.16.5 The rates quoted shall be firm throughout the period of performance of the assignment upto and including discharge of all obligations of the Consultant under the Agreement.

2.17 Bid Due Date

2.17.1 Bid should be submitted on or before the Bid Due Date and time specified in Clause 1.8 on the e-procurement portal and hard copy of Tender fees, EMD and Power of Attorney must be submitted at the office of the Authority prior at the address provided in Clause 1.11.1 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified therein.

2.17.2 The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.11 uniformly for all Bidders.

2.18 Late Bids

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

2.19 Modification/ substitution / withdrawal of Bids

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

2.19.2 The Bidder may substitute or withdraw the Bid by uploading a scanned copy of a letter addressed to the person mentioned in Clause 1.11.1.

2.19.3 Intentionally Left Blank

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

2.19A Any entity which has been barred by the Central/ State Government, or any other government institution in India, for any reason, from participating in any project and/or assignment, and the bar subsists as on the date of the Bid, would not be eligible to submit the Bid.

2.20 EMD

2.20.1 The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or

otherwise, its EMD shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damages payable to the Authority for, *inter alia*, the time, cost and effort of the Authority in regard to the RFP, including the consideration and evaluation of the Bid, under the following conditions:

- (a) If a Bidder engages in any of the Prohibited Practices specified in Clause 4.1 of this RFP;
- (b) if the Bidder is found to have a Conflict of Interest as specified in Clause 2.3;
- (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 Consultant Contract; or
 - (iii) To furnish the Performance Security within the period prescribed thereof in the Consultant Contract; and
- (d) if the selected Bidder commits a breach of the Agreement.

2.21 Confidentiality

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

2.22 Clarifications

2.22.1 To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing. Any clarification and additional documents can be asked by competent authority on submitted documents for evaluation stage.

2.22.2 If an Bidder does not provide clarifications sought under Clause 2.22.1 above within the specified 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. The decision of authority for considering eligibility shall be final and binding. No reasons shall be furnished for rejecting eligibility.

2.23 Alternative Proposal by Bidders

Bidders shall submit offers that fully comply with the requirements of the bidding documents, including the conditions of contract (including mobilization advance or time for completion), basic technical

design as indicated in the drawing and specifications. Conditional offers or alternative offers will not be considered further in the process of tender evaluation.

3. CRITERIA FOR EVALUATION

3.1 Opening and Evaluation of Bids

3.1.1 The Authority shall open the Technical Bid at the prescribed time in Clause 1.8, at the office of the following authority and record the names of the Bidders from whom Bids are received.

Registrar,
Academic Building,
Gujarat Biotechnology University (GBU),
GIFT City, Gandhinagar-382355

3.1.2 Bids for which a notice of withdrawal has been submitted in accordance with Clause 2.19 shall not be opened.

3.1.3 The Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in this Section 3.

3.1.4 To facilitate evaluation of Technical Bid, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Technical Bid.

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

3.1.6 Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Consultancy is subsequently awarded to it.

3.2 Tests of responsiveness

3.2.1 As part of the evaluation of Technical Bids, the Authority shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:

- (a) Contains the Proof of Payment of Tender Fee and EMD (Original FDR/ Demand Draft/Banker's Cheque/ Bank Guarantee as per terms of the RFP to be provided)
- (b) the Technical Bid is received in the forms specified at Appendix-I online ;
- (c) it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.17;
- (d) it is signed, sealed, bound together and marked as stipulated in Clauses 2.13 and 2.16;
- (e) it is accompanied by the Original Power of Attorney as specified in RFP physically.
- (f) it contains all the information (complete in all respects) as requested in the RFP;
- (g) the original documents as stipulated in the RFP have been submitted by the Bidder;
- (h) it does not contain any condition or qualification; and
- (i) it is not non-responsive in terms hereof.

For the avoidance of doubt, the Technical Bid shall only be considered responsive if the Bidder has submitted and uploaded the soft copy of the Technical Bid on the e-procurement website on or prior to the Bid Due Date and also **mandatorily submit the Tender Fees, EMD and Power of Attorney in hard copy** in accordance with Clause 2.16.

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

3.3 Evaluation of Technical Bids

- 3.3.1 In this stage, the Technical Bid will be evaluated on the basis of Bidder's experience, its understanding of TOR, proposed methodology and work plan. The Bidder considered as responsive and meeting the minimum eligibility criteria (Technical Capacity and Financial Capacity) as set out in clause 2.2.2 hereof, shall be called upon to make a presentation ("Technical Presentation") and shall be provided technical score based on their Technical Bid and technical presentation ("Technical Score"). After the technical evaluation (including technical presentation), a date, time and venue will be notified to all Bidders announcing the result of evaluation and opening of Financial Bids. Before opening of the Financial Bids (as submitted on the e-procurement website), the list of pre-qualified Bidders along with their Technical Scores will be read out/announced. The Authority will not entertain any query or clarification from Bidders who fail to qualify at any stage of the Selection Process.

Technical Bids shall be ranked as per score achieved by them, from highest to the lowest technical score (S_T) and shall be considered for further evaluation. After detailed evaluation as per the Technical Scoring Criteria below, the Authority shall shortlist the Bidders securing 60 or more marks on their Technical Score ("Technical Score" or S_T). Such Shortlisted Bidders alone shall be eligible for Financial Bid opening. The financial evaluation and final ranking of the Bids shall be carried out in terms of Clauses 3.3 and 3.4.

- 3.3.2 The scoring criteria to be used for evaluation shall be as follows.

Technical Marks		
Criteria	Marks	Evaluation Details
Average annual turnover minimum of INR 2 Crore (Rupees Two Crore only) in the last three financial years. (i.e., 2021-22, 2022-23, 2023-24) Bidder has to submit CA certificate to validate the same	10	<ul style="list-style-type: none"> • 2 Crore $\leq X \leq$ 5 Crore – 6 Marks • 5 Crore $< X \leq$ 10 Crore – 8 Marks • 10 Crore $< X$ – 10 Marks Where X denotes last 3 years average annual turnover
For the purpose of this scoring, assignments where Bidder shall demonstrate experience of Eligible Design Projects in 1 (a)	40	Meeting the Technical Capacity Criteria - 20 marks

Technical Marks		
Criteria	Marks	Evaluation Details
<p>of 2.2.2 for Similar Projects Experience Ongoing projects against this criterion would also be considered, provided that in such projects detailed design and engineering component of the work should have been completed by the bidder;</p>		<p>For each additional similar projects with a Total project cost \geqINR 48 Crore – 10 Marks</p> <p>For each additional similar projects with a Total project cost \geqINR 30 Crore and $<$INR 48 Crore – 7.5 Marks</p> <p>For each additional similar projects with a Total project cost \geqINR 24 Crore and $<$INR 30 Crore – 5 Marks</p> <p>Scoring for each additional similar projects under this criterion is subject to maximum 20 marks</p>
<p>Personnel</p>	25	<p>1. Team Leader- 5 Marks Minimum eligibility: 3 marks Extra 2yrs. To 5yrs Experience- 1Mark Extra Experience $>$5 years- 2Mark</p> <p>2. Senior Architect-4 Marks Minimum eligibility: 2 marks Extra 2yrs. To 5yrs Experience- 1Mark Extra Experience $>$5 years- 2Mark</p> <p>3. Junior Architect-4 Marks Minimum eligibility: 2marks Extra 2yrs. To 5yrs Experience- 1Mark Extra Experience $>$5 years- 2Mark</p> <p>4. Structural Engineer- 4 Marks Minimum eligibility: 2marks Extra 2yrs. To 5yrs Experience- 1Mark Extra Experience $>$5 years- 2Mark</p> <p>5. Electrical / Mechanical Engineer – 4 Marks Minimum eligibility: 2marks Extra 2yrs. To 5yrs Experience- 1Mark Extra Experience $>$5 years- 2Mark</p>

Technical Marks		
Criteria	Marks	Evaluation Details
		6. Estimator / Quantity Surveyor – 4 Marks Minimum eligibility: 2marks Extra 2yrs. To 5yrs Experience- 1Mark Extra Experience >5 years- 2Mark Manpower not having the minimum experience stated above will not be considered fit for the project.
Presentation	25	Understanding of the project - 25 Marks a) Profile b) Understanding of the Project c) Design Concept d) Approach and Methodology
Total Marks	100	

3.3.3 Letter from client /CA/Statutory Auditor/Documentary Evidence must be attached in respect of each of these eligible assignments, as a part of the Technical Bid. Self-certification by the Bidder will not be permitted.

3.4 Evaluation of Financial Bid

3.4.1 In the second stage, the financial evaluation will be carried out as per this Clause 3.4. Eligible Financial Bid will be assigned a financial score (S_F) as specified in Clause 3.5.1. After detailed evaluation as per the Technical Scoring Criteria above, the Authority shall shortlist the Bidders securing 60 marks or more marks on their Technical score (“Technical Score” or S_t). Such Shortlisted Bidders alone shall be eligible for Financial Bid opening.

3.4.2 For financial evaluation, the Consultancy Fee indicated in the Financial Bid, will be considered.

3.4.3 The Authority will determine whether the Financial Bids are complete, unqualified and unconditional. The percentage indicated in the Financial Bid shall be deemed as final and reflecting the Consultancy Fee (in INR). Omissions, if any, in costing any item shall not entitle the Consultant to be compensated and the liability to fulfil its obligations as per the TOR within the total quoted price shall be that of the Consultant. The Bidder quoting the lowest Consultancy Fee as a percentage of Actual Project Cost will get the financial score of 100 points.

3.5 Selection of the Bidder

3.5.1 The Authority shall select the Bidder through a Quality and Cost Based Selection (QCBS) process. Technical and Financial Bids shall be evaluated based on parameters specified in the RFP document. Based on the technical bid & presentations, technical and financial marks

respectively shall be given to each Bidder. The Technical Marks will be awarded as per the criteria given in Clause 3.3.2.

The Bidder quoting the lowest Consultancy Fee as a percentage of Estimated Project Cost will get the financial score of 100 points.

70% weightage shall be assigned to technical score and 30% weightage shall be assigned to the financial score. Total score shall be calculated as:

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

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

The Project will be awarded to the Bidder with highest Total Score (hereinafter referred to as "Selected Bidder").

Total Score = $70\% \times \text{Technical Score} + 30\% \times \text{Financial Score}$

3.5.2 The remaining Qualified Bidders shall be kept in reserve and the second ranked bidder i.e., qualified bidder scoring second highest Total Score ("Second Ranked Bidder") may be declared as the Selected Bidder, in case the Selected Bidder withdraws or is not selected for reasons set out in the RFP. In the event that such Second Ranked Bidder withdraws or is not selected for any reason, the Authority may invite fresh Bids from all Qualified Bidders or annul the Bidding Process.

3.5.3 In the event that 2 (two) or more Qualified Bidders have the same overall Total Score (the "Tie Bidders") for the Project, the Selected Bidder shall be identified as the bidder which has the higher Technical Score among the bids in the tie used. In the event that again 2 (two) or more Qualified Bidders have the same overall Total Score and Technical Score, the Selected Bidder shall be identified as the bidder which has higher Financial Score. In the event that again 2 (two) or more Qualified Bidders have the same overall Total Score, Financial Score and Technical Score, the Selected Bidder shall be identified as the bidder which has higher average annual turnover.

3A. APPOINTMENT OF CONSULTANT

3.6 Negotiations

The Selected Bidder may, if necessary, be invited for negotiations

3.7 Indemnity

The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority, for an amount not exceeding the Consultancy Fee actually paid to the Consultant under the Agreement, for any direct loss or damage that is caused due to any deficiency in Services.

3.8 Award of Consultancy

After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) working days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof along with

provision of Performance Security. In the event the Performance Security, duplicate copy of the LOA along with Performance 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, cancel the LOA and the next highest-ranking Bidder may be considered.

3.9 Execution of Consultant Contract/Agreement

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

Failure of the selected bidder to comply with this requirement may constitute grounds for the annulment of the decision to award the contract. In such a case, the Authority may award the tender to another bidder or cancel the tender procedure.

3.10 Commencement of Assignment

The Consultant shall commence the Consultancy within seven days of the date of the Consultant Contract, or such other date as may be mutually agreed. If the Consultant fails to either sign the Agreement as specified in Clause 3.8 or commence the assignment as specified herein, the Authority may invite the second ranked Bidder. In such an event, the LOA or the Agreement, as the case may be, may be cancelled /terminated.

3.11 Proprietary data

All documents and other information provided by the Authority or submitted by an Bidder to the Authority shall remain or become the property of the Authority. Bidders and the Consultant, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Bid or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Consultant to the Authority in relation to the Consultancy shall be the property of the Authority.

3.12 Documentary Evidence

The successful bidder will be informed in writing that its tender has been accepted (notification of award). Before the Authority signs the contract with the successful bidder, the successful bidder must provide the documentary proof or statements required under the law. If the successful bidder fails to provide this documentary proof within 15 calendar days following the notification of award or if the successful tenderer is found to have provided false information, the award will be considered null and void. In such a case, the Authority may cancel the tender procedure.

4. FRAUD AND CORRUPT PRACTICES

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

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

5. PRE-BID CONFERENCE

- 5.1 Pre-bid conferences /webinar of the Bidders shall be convened at the designated date, time and place provided in the Data Sheet and Clause 1.8 of the RFP. A maximum of 3 (three) representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.
- 5.2 During the course of pre-bid conference / webinar, the Bidders shall be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, at its sole discretion, consider appropriate for facilitating a fair, transparent, and competitive Bidding Process.
- 5.3 A site visit is not mandatory but bidders can make it at their own cost so that prospective bidders can familiarise themselves with the Project and the local conditions. Bidders are encouraged to submit their respective Bids after visiting the proposed site and after ascertaining of Applicable Laws and regulations or any other matter considered relevant by them. Interested Bidders must send an email to tender@gbu.edu.in and registrar@gbu.edu.in requesting the Authority to facilitate the site visit.
- 5.4 Bidders are encouraged to attend the Pre-Bid conferences in person, as a preferred mode over the webinars.

6. MISCELLANEOUS

- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the courts at Gandhinagar, Gujarat shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.
- 6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- (a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms
 - (b) and conditions relating thereto;
 - (c) consult with any Bidder in order to receive clarification or further information;
 - (d) retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Bidder; and/or
 - (e) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.
- 6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- 6.4 All documents and other information supplied by the Authority or submitted by an Bidder shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Bidders are required to treat all such documents and information as strictly confidential.
- 6.5 The Authority reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.

SCHEDULE 1: Terms of Reference/ Scope of Work

(Refer Clause 1.2)

The following are the Terms of Reference and the Services to be provided by the Consultant for the Project (to clarify the Terms of Reference shall be applicable to both INCITE and Allied Works):

Overall and specific objectives

Planning, Survey, Designs, Drawings and appropriate approvals from GBU and other relevant Authorities concerned for satisfactory compliance to the statutory rules and regulations. Systematic approach to preparation of designs, drawings, details, estimation, preparation of tender documents, specifications, tendering procedures, selection of Contractors, and Contract Award must be exercised to maintain time schedules and completion time-frames at various stages.

All Designs & Drawings in accordance with Codal Provisions and Procedures under latest & relevant versions of Indian Standards with due focus on Earthquake Resistant Design of Structures, Safety, Stability, Durability & Serviceability shall be prepared by the Consultant. All Designs, Drawings, Details are subject to Technical Verification & Validation carried out for formal approval from Third Party Quality Assessment (Auditing) Consultant, before future release for construction purposes. Observance and implementation of Standards in regard to Biotechnology facilities & spaces' appropriation as per GoI Guidelines shall be complied with.

Formal development of Building Permission and Building use permission as per local body Byelaws shall be obtained by the Design Consultant. Necessary submission drawings and documents shall be prepared by the consultant and obtain permission of construction from local body. The necessary fees / charges of local body shall be paid by GBU.

The overall comprehensive work includes periodic development permissions, Environment Clearance, GRIHA/ LEED certification, Fire NOC, Height & Airport Clearance NOC, Horticulture NOC, Commencement Certificate, full occupancy certificate, permissions for water supply and drainage, Electrical Enhancement including all other necessary approvals/ permissions etc. and obtain the final occupancy certificate of the building. The necessary fees / charges of local body shall be paid by GBU.

A. Scope of Work

Part I: Scope during Design phase

i) Conduct assessment studies and Concept Development

- Prepare design brief based on instruction/directives of Authority.
- The Consultant shall assess demand for all necessary infrastructure and services including but not limited to internal/external roads, water supply, sewerage, streetlight, storm water drainage, solid waste management and power and provide infrastructure layout and designs for the same.
- The Consultant shall carry out benchmark studies of similar facilities from across the world and carry out an analysis of the facilities.
- The Consultant shall prepare and present to the Authority conceptual plans, preliminary concept drawings and Architectural drawings, preliminary concepts for research spaces as well as presentation in accordance with Authority's vision for the respective projects. These plans, drawings and concepts shall form the basis of detailed engineering and drawings, final technical specifications, and final cost estimates with detailed measurements.
- Along with the building, the development shall also include related utility service provisions, biotechnology themed external attractions, common spaces, external landscaping and supporting infrastructure.
- Substantial changes and iterations may be required solely on account of or in connection with terms of reequipment list and user interaction, which would be done through intensive consultation with the Authority, subject matter experts and through a feedback mechanism. The Service Provider shall ensure required experts are available for consultation with Authority during design and detailing and /or as and when required by the Authority.
- The Service Provider shall prepare a video and presentation of the conceptual design when called upon for the presentation. The video must be in HD (720p), include a walkthrough of 5min and must adequately elaborate on the conceptual plan of the development.
- All the components including but not limited to flooring, building finishes, roof and ceiling, interiors including furniture or seating area, fixtures and fittings, and walls, and enclosures should be designed to be built of high end materials of international standards.
- The Service Provider shall consider interconnectivity provisions between the existing facility and newly proposed project building in the design.
- The Service Provider while designing/conceptualizing the project shall ensure that project caters to every advancing field of science and hence the building needs to be flexible to incorporate changes.

ii) Studies and Investigations

- The Service Provider shall identify impact of existing and/or proposed development on its immediate environs and shall undertake necessary steps to minimize the impacts based on Authority's suggestion.

- Suggest associated concepts for incorporation and give a clear recommendation on possible development options or construction methodologies.
- The Service Provider shall identify and submit a report of all applicable site development and building construction norms such as Development Control Regulations, Statutory Master Plan, approvals with municipal corporation and Environment regulations, approval processes to be undertaken, etc.
- The Service Provider shall submit timely reports on all the required site studies and/or investigations to the Authority or the independent engineer as the case may be.
- The Service provider has to carry out soil exploration of the area from approved laboratory and submit the detailed report of the same. Moreover they have to carry out the trial pits at various location where building are to be constructed to arrive at accurate data of soil bearing capacity. They have to carry out precise contour survey of the campus to enable the accurate designing of network services. The testing shall be carried out in Government (R&B Dept) approved laboratory. Only necessary tests need to be carried out well in advance to ensure that test result do not cause change in structural design or estimates.
- The Service Provider shall do liaising and obtain all necessary and statutory approvals including environmental clearance as may be required for the Project as per relevant norms.

iii) ***Detailed Design and Cost Estimation:***

- Prepare the service plans for circulation, entry-exit plans considering emergency situations and others including plans for transportation of movable and immovable components, machinery or equipment as per requirement and in compliance with national and international standards.
- Prepare detailed architectural drawings, technical specifications, structural designs & all MEPF, façade drawings etc., and schedule of materials and finishes for all components of the Project including infrastructure and services required for development of the building.
- The Service provider shall assess the existing infrastructure of Gujarat Biotechnology University before designing the new infrastructure and try to maximise to use the existing infrastructure which includes nearby project site ancillary right of way and roads etc.
- Develop landscape plan along with detailed drawings and specifications if any
- Prepare service plans related to water supply, sewerage, storm water drainage, specialised gases, solid waste management, fire hydrants schemes, roads, street lighting, telephone system, electrical, Internet cabling and other related or other specialized services.
- The site planning and design shall be based upon principles of sustainable development and green initiatives, resulting in minimum impact on natural environment.

- The Service Provider shall incorporate principles of water conservation, use of non-conventional energy sources, energy conservation and efficiency, low pollution, water recycling and hazard/disaster mitigation while planning infrastructure and services.
- The Service Provider shall prepare disaster management plan for the hazards to which site/Project is exposed to such as flood, cyclone, earthquake, rain, fire etc., if applicable
- The Service Provider shall prepare detailed lay out and refined drawings for site plan, floor plans, elevations, sections etc., with 3D perspectives, wherever necessary for the Project.
- The Service Provider shall prepare detailed architectural drawings and interior designs of all the Project components and facilities
- The Service Provider shall prepare detailed implementation plan of the Project including but not limited to Construction schedules and detailed procurement plans.
- The Service Provider shall provide “Basis of Planning & Design” report covering all assumptions, basis of planning and design and various other details related to all buildings and facilities to be provided at site.
- Detailed designs and drawings shall be complete in all respects and sufficient for initiating Project execution. All designs and drawings should follow the prevalent country norms and standards and industry benchmarks and relevant latest IS Codes
- Detailing of each item should include BOQ, estimated cost, specifications, and list of recommended makes/manufacturers/suppliers.
- The Consultant is required to recommend at least three makes for every material/fitting proposed to be used in the work. The quality and the price of the recommended makes should be comparable to each other and be the best available in the market.
- The 'List of Approved Makes' is required to be finalized in consultation with Authority before proceeding with the rate analysis. Consultant shall have to justify the recommendation for makes suggested.
- Submit the detailed designs and cost estimates with measurements to the Authority for approval on the basis of latest Gujarat SOR. If the material/item is not available in Gujarat SOR then the Delhi SOR should be referred. In case of non-availability of item in the SOR's then Rate analysis shall be submitted or used.
- The Service Provider shall submit an updated and modified walkthrough, of the entire PROJECT, as a part of this milestone, integrating the final designs and detailing, as approved by the Authority.
- The Service Provider shall provide all the required GFC drawings, specifications, scope of work, estimates as would be required towards appointment of the Contractor by the Authority.

iv) ***Approval from Independent Engineer:***

- The Service Provider has to submit all the drawings/GFC drawings and Cost Estimation along with the supporting data for review of the independent engineer. independent engineer shall be appointed by the Authority. The Authority shall pay all cost associated for the services rendered by the independent engineer.
- The Service Provider has to respond to the comments made by the independent engineer on the review and incorporate the necessary modifications required for approval.
- The Service Provider shall be responsible for liaising and obtaining approval from independent engineer on the drawings prepared and submitted as may be required. The structural drawings shall be approved from R&B Department GoG or government institutes such as IIT, NIT etc as approved by the GBU.

Part II: Scope during Construction phase

- The Consultant shall maintain a “Project Team” in his office consisting of adequate key personnel during the construction phase and render advice to the Client and the Implementing Agency as and when called upon.
- The Consultant shall provide structural vetting of the work done on site. He will be liable to check the casting done by the CMA.
- A separate “Project Management Consultant” (PMC) may be appointed for the project management supervision, quality control, measurement of works, certification of running bills. The Design Consultant should provide technical support to PMC and Authority whenever there are eventual minor changes taking place during the construction time including site visit on requirement basis.
- The Project Management Consultant is responsible to prepare the “As built drawings”. The Architectural Consultant shall give necessary coordination such as providing soft copies, clarification, meetings at site or in office... etc.
- The Consultant shall verify the brickwork, plastering, painting and other finishing work executed by CMA.
- Consultant need to assist GBU in all design related things as and when required till the completion of construction work.
- If required due to site conditions or any requirement of the authority or any other reason, the Consultant shall provide revised GFC drawings during the construction phase within 10 days of correspondence.
- Review any issue/ concern raised by the CMA and suggest Authority on the possible actions that can be taken within 7 (seven) days of receipt of such letter.

Notwithstanding anything contained above, the Consultant shall provide following key personnel who shall discharge their respective responsibilities as specified below on full time/ part time basis on project site during the development of INCITE building as well as Allied works:

S N	Position	No.	Qualification	Roles and Responsibility	Duration of Deployment	
					Design	Construction
1	Team Leader	1	<ul style="list-style-type: none"> Graduate in Architecture and registration with Council of Architecture B. Arch or B. Tech civil or equivalent + Minimum 15 years of experience in handling large size government projects. <p>Or</p> <ul style="list-style-type: none"> M.Arch or ME Civil or M. Tech Civil or equivalent + Minimum 12 years of experience after graduation in handling large size government projects. Experience as Team Leader / Principal Architect 	<ul style="list-style-type: none"> Overall Responsibility for delivery of Services. Single point of contact with client Attend review meetings and based on the feedback of client, coordinate with respective internal teams for end delivery 	Once a week and as and when required by the Authority/ Project Requirement	Once a month at Project Site and Client office or intermittent as per Project Requirements
2	Senior Architect	1	<ul style="list-style-type: none"> Graduate in Architecture and registration with Council of Architecture Either on payroll of the firm since last 10 years or should be a partner in the Bidder's company B. Arch + Minimum 12 years of experience after graduation in Design of Infrastructure / Building In government 	<ul style="list-style-type: none"> Preparing Concept Designs and Drawings Preparing the Architectural Drawings Incorporate the feedback of client at different stages of the Project 	Twice a week and as and when required by the Authority/ Project Requirement	Once a fortnight at Project Site and Client office or intermittent as per Project Requirement

S N	Position	No.	Qualification	Roles and Responsibility	Duration of Deployment	
					Design	Construction
			<p>projects</p> <p>Or</p> <ul style="list-style-type: none"> • M.Arch + Minimum 10 years of experience after graduation in Design of Infrastructure / Building In government projects. 			
3	Junior Architect	1	<ul style="list-style-type: none"> • Graduate in Architecture and registration with Council of Architecture • B. Arch + Minimum 6 years of experience after graduation in Design of Infrastructure / Building In government projects. 	<ul style="list-style-type: none"> • Preparing Concept Designs • Preparing the Architectural Drawings • Preparing the Good for Construction Drawings (GFC). • Provide Weekly Progress Reports on the status of Progress of Works 	Will be located at authority office entirely during the design phase	As and when required.
3	Structural Engineer	1	<ul style="list-style-type: none"> • M.Tech / M.E in structures + Minimum 7 years of experience after graduation in handling structural design of multi-storeyed buildings. 	<ul style="list-style-type: none"> • Prepare structural drawings of the building as per the load calculation and BIS codes and norms. • Approval of the structural design and drawings from the competent authority. 	Twice a week and as and when required by the Authority/ Project Requirement	Once a fortnight at Project Site and Client office or intermittent as per Project Requirement
4	Electrical/ Mechanical Engineer	1	<ul style="list-style-type: none"> • B. Tech / B.E in electrical / mechanical engineering + Minimum 7 years of experience after graduation in handling of multi-storeyed buildings. <p>Or</p> <ul style="list-style-type: none"> • M. Tech / M.E in electrical / 	<ul style="list-style-type: none"> • Plan & design electrical drawings and electrical and HVAC estimates of the building as per the requirement. • Approval of electrical drawings and it's estimates. 	Once a week and as and when required by the Authority/ Project Requirement	Once a fortnight at Project Site and Client office or intermittent as per Project Requirement

S N	Position	No.	Qualification	Roles and Responsibility	Duration of Deployment	
					Design	Construction
			mechanical engineering + Minimum 5 years of experience after graduation in handling of multi-storeyed buildings.			
5	Project Coordinator	1	<ul style="list-style-type: none"> • B. Arch or B. Tech civil or equivalent + Minimum 5 years of experience in handling large size government projects. Or • M. Arch or M.E Civil or M. Tech Civil or equivalent with Minimum 3 years of experience post-graduation in handling large size government projects. 	<ul style="list-style-type: none"> • Responsible for all Day-to-Day coordination with client until the finalization of the Contractor 	As per requirement of GBU	Once a week or As per the requirements of the Project

The above indicated manpower is the minimum expected manpower required to be deployed by the Consultant during the design phase as well as during the construction phase until the handover is taken by the Authority. The deployment of the above-mentioned Key Personnel shall be as per the specifications of the Contract. The Consultant shall assess its scope during the project and during the construction phase, Consultant will deploy the manpower to the site or the authority's office as mentioned in the above table.

B. List of Deliverables

The following are the minimum deliverables that the Service Provider must provide as per the Scope mentioned in above-

Activity	Deliverables (including but not limited to and after due approval of the Authority)-
a) Concept Development	Conceptual / Site plan
	Conceptual Plans, Elevations & Sections with zoning & Areas demarcated for all proposed development options

Activity	Deliverables (including but not limited to and after due approval of the Authority)-
	Inception project report.
	Rendered 3D views with walkthrough.
	Block Cost Estimate with Finishing Schedule
b) Studies and Investigations	Design Basis Report inclusive of
	1. Facilities List for consideration and selection
	2. Associated concepts and statutory regulations for incorporation as per best practice.
	3. Soil Test and Contour Report
	3.Environmental Clearance for the Project as per the norms
c) Detailed Design and Cost Estimation (List of Drawings to be referred below)	Detailed Design Report:
	1. Detailed Design Report with Masterplan & Site plan with external services, coordinated plan and landscape drawings with hardscape & softscape details.
	2. Submission of approved detailed architect planning & designing of all structures, electrification with electrical layout, services, electrification, HVAC, MGPS, OT fire safety, security,elevators.
	3. Interior package including details of all zones with all proposed elements/ facilities, laboratories (complete detailing for the research space including but not limited to workspace, hotdesking, meeting space, equipment space with supporting infrastructure) with false ceiling flooring & wall cladding/ partitions general as well as in line with a biotech research environment wherever required.
	4. Final Rendered 3D views (including interiors) with updated walkthrough if any
	5. Detail and general arrangement (GA) drawings of all services including Structure, HVAC, Electrical, ICT, plumbing & firefighting & other specialized services.
	6. Detail cost estimate with Specifications and Make with finishing schedule including but not limited to components, fixtures and fittings, flooring, building finishes, roof and ceiling, interiors including furniture or seating area, laboratory furniture and fixtures and walls, show casings and enclosures.

Activity	Deliverables (including but not limited to and after due approval of the Authority)-
	Inputs to Construction Contract: Draft RFQ/RFP and contract document including all technical schedules, specifications, drawings, and inputs as would be required for the appointment of the CMA by the Authority.
	Submission of analysis of bids and recommendation of lowest eligible bidder
d) Approval from Independent Engineer and other Statutory bodies	Submission for Technical Sanction from independent engineer/ R&B on the drawings and cost estimate provided. Independent engineer shall be appointed by the GBU. all types of permission (plan passing, BU permission, civil aviation, and any other permission which requires) from local body as well as approving authority
e) Service during Construction phase	<ul style="list-style-type: none"> • Construction verification with the GFC. • Revision of drawings as per site conditions (If required)

C. Drawings & Designs

1. Architectural Plans to scale 1: 100 min. A lay-out plan scale 1:100 to 1:500 etc. depending upon area of the plot showing existing buildings etc.
2. Horizontal Plans for each floor showing thickness of ext. and int. walls, and openings, dimension and use of all elements
3. Vertical Plans (Facades), showing openings, int. & ext. projections Sections (cross /longitudinal from the highest level in the building to slightly below the ground level showing elements of the building, levels of roofs, openings, floors and the main building materials. N.B. Detailed drawings for doors, windows, stairs etc. shall be submitted in appropriate scales 1:50, 1:20, 1:10 as necessary for error-free, convenient estimation, and for construction processes
4. Electrical/Lighting Plans in scale 1:100 showing layout of connections with Elect. Symbols
5. Plumbing /Water Supply Plans in scale 1:100 min. in each floor including roof plan with drainage slopes etc.
6. Sewage Disposal: Suitable, convenient for inspection chambers, manholes, layout of underground service lines., survey coordinates
7. Boundary Walls: Cross Sections, Elevations with details.
8. Structural design & drawings must be supported with design criteria, calculations, reinforcement schedules mentioning component wise total weight, layout of reinforcement and bar – bending schedules as per Standards & Practices.

9. Acoustics
10. Computer System including Networking.
11. UPS, Back-up Power Source and Intelligent Lighting System etc.
12. DG Sets
13. Fire Alarm & Fire Fighting System, MGPS,OT,HVAC services
14. Access Control System
15. Exterior Façade with Suitable display of logo
16. Zoning and demarcation showing areas of immediate and future development
17. Roads, walk ways, cycle paths and other minor access ways, campus peripheral walkway with tees on both sides for residents quarters and road.
18. Separate Water distribution lines, one for potable water and another for recycled water for flushing, gardening etc., including pumping stations, storage tanks etc.
19. Storm water collection system for ground, terrace & roof and to be integrated with rain water harvesting system.
20. Solid (dry & wet) waste management system
21. Separate sewerage system for grey & black water with treatment plants, storage tanks. Treated effluent (recycled water) to be used for flushing, gardening etc. Efforts to be made for Zero discharge concept.
22. Landscaping and horticulture for developing a Lush green campus.
23. Individual building locations and grouping, functional zoning. Different building blocks / units should not stand in isolation but should be contiguous with all – weather connectivity to each other. Each block should form integral part of group of blocks.
24. Other common facilities, logistical facilities like security, fire fighting system, compound wall, gate, surveillance etc.
25. Systematic & modern parking facilities for vehicles. Parking on open to sky area are to be covered by tree canopy.
26. Telephone lines and exchanges including incoming facility of service provider.
27. Electrical substations with location and power cable routing including incoming facilities.
28. Internet connectivity, data lines and switches, Wi-Fi.
29. Roof top photo voltaic solar electricity generation system for campus.
30. Solar hot water facility with dedicated pipeline.
31. Perforated pavement to facilitate percolation of rain water.
32. Recycled / Natural material / Product to be preferred if found suitable. Efforts to be made to minimize carbon footprint of campus.

33. Measures to counter the effect of hot weather, particularly for west facing wall and roofs exposed to sunlight / heat.
34. Measures for water conservation / savings
35. Measures for energy conservation / savings
36. Concept for taking advantage of natural light & air in buildings.
37. Vertical gardening
38. Intelligent Building Management System (IBMS)
39. The lay out shall be designed with all the parameters to suit the large area development provisions of GRIHA/ LEED/ rating.
40. The entire campus shall be designed as barrier free as per the guidelines of Supreme Court of India.
41. For the Master Plan, 3D computer image & 3D walkthrough presentation shall be prepared & presented to the committee for approval.
42. While designing this building, it may be seen that exterior view of the design matches with surrounding development and locality. The map of the existing available land for this project are attached with technical document and also in the web site.
43. Feasibility of adopting air cooling system with humidity and noise control for large / general / secondary area of building and it's adoption if decided. To examine & to adopt if found OK, the augmentation of this concept with air conditioning for large area to reduce energy bill.
44. Academic and administrative campus, hostel campus, staff residence campus, sports complex with play grounds are to be separated with controlled interconnectivity.
45. The appropriate drawings required for execution shall have to be made as per project requirements & following good engineering practices.
46. Internal and external finishing details with area chart.

Any other items of work not mentioned specifically in the scope of work but required/felt necessary for the completion of the project as a whole in all respects shall be deemed to be included in the scope as well as in the fee quoted by the tenderer and no extra claim shall be admissible on this account.

D. Procedure for submission & acceptance approval

Upon formal acceptance of the first set of submission to GBU/ TPQA/ supervision consultant and after compliance to comments, Consultants shall submit:

- i) 5 Sets of hard copies of drawings in at least. A3 size or larger duly spiral bound for Authorities use
- ii) One set of Soft Copy in Autocad for Authorities Records & References.

Copyrights: The Authority shall have the sole copyright ownership of the design as an entity and purchased as such. It must be expressed on all designs & drawings as a footnote. All

designs & drawings shall carry Authority's Name Plate (as approved) at the bottom right-hand-side corner of drawing sheets.

APPENDICES

APPENDIX-I: TECHNICAL PROPOSAL
Form-1: Letter of Bid

(See Clause 2.1.3)
(On Bidders's letter head)

(Date and Reference)

To,

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

Sub: Appointment of Design Agency for Design of InCITE and allied works at Gujarat Biotechnology University.

Dear Sir,

1. With reference to your RFP Document dated, I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Consultant for the Project. The proposal is unconditional and unqualified.
2. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
4. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidders, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/We declare that:
 - (a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;
 - (b) I/We do not have any Conflict of Interest in accordance with Clause 2.3 of the RFP Document;

- (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
- (d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Bidders in accordance with Clause 2.8 of the RFP document.
9. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
10. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
11. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.
12. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.
13. The EMD of Rs. (Rupees) in the form of a Bank Guarantee/ FDR is attached, in accordance with the RFP document.
14. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
15. I/We agree to keep this offer valid for 120 (one hundred and twenty) days from the Proposal Due Date specified in the RFP.
16. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith in Form-4.

17. In the event of my/our firm being selected as the Consultant, I/we agree to enter into an Agreement in accordance with the form at Schedule–2 of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
18. I/We have studied RFP and all other documents carefully and also surveyed the Site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Project.
19. The Financial Proposal is being submitted separately on the e-Procurement Portal. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
20. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

(Name and seal of the Bidders)

Form-2 : Particulars of Bidder

1.1	Title of Project: Project
1.2	State the following: Name of Company or Firm: Legal status (e.g. incorporated private company, unincorporated business, partnership etc.): Country of incorporation: Registered address: Year of Incorporation: Year of commencement of business: Principal place of business: Brief description of the Company including details of its main lines of business Name, designation, address and phone numbers of authorised signatory of the Bidder: Name: Designation: Company: Address: Phone No.: E-mail address:

1.4	<p>For the Bidder, state the following information:</p> <p>(i) In case of non-Indian Firm, does the Firm have business presence in India? Yes/No</p> <p>If so, provide the office address(es) in India.</p> <p>(ii) Has the Bidder been penalised by any organization for poor quality of work or breach of contract in the last five years? Yes/No</p> <p>(iii) Has the Bidder ever failed to complete any work awarded to it by any public authority/ entity in last five years? Yes/No</p> <p>(iv) Has the Bidder been blacklisted by any Government department/Public Sector Undertaking in the last five years and the blacklisting exists on the date of the submission of this bid? Yes/No</p> <p>(v) Has the Bidder suffered bankruptcy/insolvency in the last five years? Yes/No</p> <p>(vi) Has the Bidder been expelled from any project or agreement or have any agreement terminated for breach by the bidder during the preceding five (5) years from the date of submission of the RFP offer? Yes/No</p> <p>Note: If answer to any of the questions at (ii) to (vi) is yes, the Bidder is not eligible for this consultancy assignment.</p>
1.5	<p>Does the Bidders firm/company combine functions as a consultant or adviser along with the functions as a contractor and/or a manufacturer? Yes/No</p> <p>If yes, does the Bidder agree to limit the Bidder's role only to that of a consultant/ adviser to the Authority and to disqualify themselves, their Associates/ affiliates, subsidiaries and/or parent organization subsequently from work on this Project in any other capacity? Yes/No</p>
1.6	<p>Does the Bidder intend to borrow or hire temporarily, personnel from contractors, manufacturers or suppliers for performance of the Consulting Services? Yes/No</p> <p>If yes, does the Bidder agree that it will only be acceptable as Consultant, if those contractors, manufacturers and suppliers disqualify themselves from subsequent execution of work on this Project (including tendering relating to any goods or services for any other part of the Project) other than that of the Consultant? Yes/No</p>

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

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

Ref. Date:

To,

.....

.....

.....

Dear Sir,

Sub: RFP for Appointment of Consultant: Project

I/We hereby confirm that we, the Bidder, satisfy the terms and conditions laid down in the RFP document.

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

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of

Form-4 : Solvency Certificate
TO BE ISSUED ON A BANK'S LETTERHEAD

Date:

To the concerned authority

Address of the authority

A/c to (organization name)

Ref no.

Solvency certificate

We, (name of the bank), hereby certify that (name of business) having their registered office at (registered office address) is solvent to the extent of INR *****/- (INR ***** only) as disclosed to us on (date) with the financial records shared with us.

It should also be noted that this certificate is issued at the request of (name of individual requesting certificate) without attaching any responsibility or risk on our part in any respect whatsoever either as a guarantor or otherwise.

For (name of the bank)

Signature and stamp of bank manager

Form-5: Power of Attorney

Know all men by these presents, we, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr / Ms..... son/daughter/wife and presently residing at, who is presently employed with us and holding the position of as our true and lawful attorney (hereinafter referred to as the “**Authorised Representative**”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the Design Agency for providing Design Inputs of INCITE and allied works of GBU as proposed to be developed by the (the “**Authority**”) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

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

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

For

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarised

Accepted

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

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 100 (hundred) and duly notarised by a notary public.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the*

person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.*
- *However, Bidders from countries that have signed the Hague Legislation Convention 1961 need not get their Power of Attorney legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

Form-6 : Financial Capacity of Bidder

(To be submitted on the letterhead of the Statutory Auditor/ Chartered Accountant of the Bidder)

Turnover and Net worth details for participation under the “Request for Proposal for Appointment of Consultant for Architectural & Engineering Design Services for InCITE and Allied Works at Gujarat Biotechnology University.”

S. N.	Financial years	Turnover (INR)	Positive Net worth (Yes/ No)
1.	2021-22		
2.	2022-23		
3.	2023-24		
	Average Annual Turnover		

This is to certify that the average annual turnover of (*name of Bidder*) for the last 3 (three) Financial Years i.e., 2021-22, 2022-23, 2023-24 amounts to *****. Additionally, the Net worth of (*name of Bidder*) is Positive for same period as confirmed by the Audited Financial Statements.

Note:

Provide supporting Audited Financial Statements (Balance Sheets, Profit and Loss Statements, etc.) for the last 3 (three) Financial Years i.e., 2021-22, 2022-23, 2023-24 of the bidding organization/ firm.

Name, Membership number and signature of the Statutory Auditor/ Chartered Accountant:

Name and seal of the firm:

UDIN:

Location, Date:

Authorized Signatory of the Bidder

[In full and initials with Seal]:

Name and Title of Signatory:

Name of Bidder (*Firm/ Organization's name*):

Address:

Telephone:

Email:

(Name and seal of the Bidder)

[Location, Date]

Form-7 : Non Blacklisting Certificate
(On stamp paper of value not less than Rs 100)

Format for Affidavit certifying that the Entity/Promoter/s / Director/s of Bidder are not
blacklisted

Non-Blacklisting Affidavit

I/ We M/s _____ (name of the bidder(s)), (name and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s are not barred by State government/ Central Government/ PSU or blacklisted by any State government/ Central Government/ PSU/ Local Government / agency in India or from abroad from participating in Project(s) as on the _____-(Bid submission Date)

We further confirm that we are aware that our Bid for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of the Bidding Process or thereafter during the agreement period. Dated this ____ day of _____2024.

Name of the Bidder

Signature of the Authorized person

Name of the Authorized Person

Form-8: Proposed Methodology and Work Plan

The proposed methodology and work plan shall be described as follows:

1. Understanding of TOR (not more than two pages)

The Bidder shall clearly state its understanding of the TOR and also highlight its important aspects. The Bidder may supplement various requirements of the TOR and also make precise suggestions if it considers this would bring more clarity and assist in achieving the Objectives laid down in the TOR.

2. Methodology and Work Plan (not more than three pages)

The Bidder will submit its methodology for carrying out this assignment, outlining its approach toward achieving the Objectives laid down in the TOR. The Bidder will submit a brief write up on its proposed team and organisation of personnel explaining how different areas of expertise needed for this assignment have been fully covered by its proposal. The Bidder should specify the sequence and locations of important activities, and provide a quality assurance plan for carrying out the Services.

Form-9: Abstract of Eligible Assignments of the Bidder

(Refer Clause 2.2.2 and 3.2)

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

§ The Bidder should provide details of only those assignments that have been undertaken by it under its own name.

§§ For the purposes of technical evaluation of Bidders, Rs. 83 (Rupees Eighty Three) per US\$ shall be considered as the applicable currency conversion rate. In case of any other currency, the same shall first be converted to US\$ as on the date 60 (sixty) days prior to the Proposal Due Date, and the amount so derived in US\$ shall be converted into INR at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

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

Note: For each of the Eligible Assignments being stated by the Bidder, the Bidder shall in support submit Work Order/LOA/Agreement, and Completion Certificate or Letter from Client/Chartered Accountant (CA)/Statutory Auditor (SA) certificate for such assignment stating clearly the project cost of such assignment and completion details.

Form-10: Eligible Assignments of Bidder

(Refer Clause 2.2.2 and 3.3)

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

Notes:

1. Use separate sheet for each Eligible Assignment.
2. For each Eligible Assignment, the Bidder shall submit a Work Order/LOA/Agreement, and Completion Certificate or Letter from Client/Chartered Accountant (CA)/Statutory Auditor (SA) certificate as supporting document to evidence that the Bidder was involved in such an Eligible Assignment and specifying the project cost of such assignment.
3. ^{\$\$} For the purposes of technical evaluation of Bidders, Rs. 83 (Rupees Eighty Three) per US\$ shall be considered as the applicable currency conversion rate. In case of any other currency, the same shall first be converted to US\$ as on the date 60 (sixty) days prior to the Proposal Due Date, and the amount so derived in US\$ shall be converted into INR at the aforesaid rate. The conversion

rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

Form 11: Financial Identification form

To nominate the bank account into which payments would be made in the event that the tender is successful.

<u>ACCOUNT HOLDER</u>	
NAME	
ADDRESS	
TOWN/CITY	POSTCODE
COUNTRY	GST NO
CONTACT PERSON	
TELEPHONE	FAX
E - MAIL	

<u>BANK</u>	
BANK NAME	
BRANCH ADDRESS	
TOWN/CITY	POSTCODE
COUNTRY	
ACCOUNT NUMBER	
IBAN	

REMARKS :

BANK STAMP + SIGNATURE of BANK REPRESENTATIVE (Both Obligatory)

DATE + SIGNATURE of ACCOUNT HOLDER (Obligatory)

APPENDIX-II: FINANCIAL BID*(See Clause 2.15)*

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

Item No.	Description	Consultancy Fee (in %) (in figures) (Excluding GST)	Consultancy Fee (in %) (in words)
A.	Consultancy Fee		
I	Consultancy Fee as per terms and conditions of the Request for Proposal for Appointment of Consultant for Architectural & Engineering Design Services for INCITE and Allied Works at Gujarat Biotechnology University.	[***] % Percent
	Total Consultancy Fee	[***] %	

Note:

1. The Consultancy Fee arrived through the Financial Bid shall be valid for 3 years extendable for up to 2 years, as mutually agreed by the Authority and the Bidder.
2. The payment of consultancy fees to the Consultant for **IncITE** before the issuance of the LOA to the Construction and Maintenance Agency / Construction Agency (s) will be done on 65 Crore while the payment of consultancy fees after the issuance of the LOA to the Construction and Maintenance Agency / Construction Agency (s) will be done on the Actual Project Cost.
3. The payment of consultancy fees to the Consultant for **Allied Works** before the issuance of the LOA to the Construction and Maintenance Agency / Construction Agency (s) will be done based on the mutually agreed estimated cost under the Work order for Allied Works. However, the payment of consultancy fees after the issuance of the LOA to the Construction and Maintenance Agency / Construction Agency (s) will be done on the Actual Project Cost.
4. The Consultancy Fee shall be exclusive of applicable GST, which shall be paid extra by the Authority as per the Consultant Contract but subject to income tax deduction at source as per applicable laws.
5. Other than GST, any other taxes and duties in view of execution of the services under Consultant Contract shall be the responsibility of the Bidder. The Authority will not be paying any additional amount in this regard.
6. No other incidental expenses during the period of execution of this Contract shall be payable to the bidder by the Authority, which is considered appropriate and technically sound to carry out the assignment as per the requirement.

APPENDIX-III**Form -1: Undertaking of Key Personnel***(See Clause 2.7.1)*

(On Bidder's letter head)

(Date and Reference)

To,

.....

.....

Dear Sir,

Sub: Appointment of Consultant for Architectural & Engineering Design Services for InCITE and Allied Works at Gujarat Biotechnology University.

We, M/s [Insert name of the Bidder] confirm that key personnel named below will be the part of the team for this Project.

S.No	Key Expert	Name	Qualification	Experience (in years)
1	Principal Designer			
2				
3				
4				
5				
6				
7				
8				
9				
10				

Further we, M/s [Insert name of the Bidder] confirm that key personnel named above have authorized us to use their technical experience and submit their name as key personnel for this Bid.

If selected as the Consultant, we undertake that key personnel mentioned above would be part of the Project team during the assignment period and also undertake that these key personnel will be available and will provide their best services for the duration of the Consultant Contract/Agreement, in accordance with the terms of the RFP and the Consultant Contract.

Name of the Bidder

.....

Signature of the Authorised Person

.....

Name & Designation of the Authorised Person

Form -2: Curriculum Vitae

(CV's of key personnel to be submitted in provided format)

1	Proposed Position:			
2	Name of Expert:			
3	Date of Birth:			
4	Nationality:			
5	Educational Qualification:			
	Name of Institution	Degree(s) or Diploma(s) obtained	Year of obtainment	
6	Membership in Professional Association:			
7	Countries of Work Experience:			
8	Languages	Level of Proficiency		
		Read	Write	Speak
	English			
	Hindi			
	Gujarati			
9	Employment Record (Starting with present position, list in reverse order every employment held.)			
Sr. No	From [Year]	To [Year]	Employer	Position held
10	Work Undertaken that Best Illustrates Capacity to Handle the Tasks Assigned			
	Name of assignment or project:			
	Year:			
	Location:			
	Client:			
	Main project features:			
	Activities performed:			
11	Certification:			
	I, the undersigned, certify to the best of my knowledge and belief, this CV correctly describes my qualifications and my experience.			
	Name:			
	Signature:			
	Date:			

*Note: Following documents to be submitted for support,

- A copy of the educational qualifications mentioned in their CVs, + a pp size photo attached on Format
- A copy of the employers' certificates or references providing the professional experience indicated in their CVs

Form -3: Work and Staffing Schedule

Work Schedule

S.No.	Activity	Months												Total Months
		1	2	3	4	5	6	7	8	9	10	11	12	

- 1.
- 2.
- 3.
- 4.

1. Indicate all main activities of the Assignment/job, including delivery of reports (e.g.: inception, interim, draft and final reports), and other benchmarks such as Employer approvals. For phased Assignment/jobs indicate activities, delivery of reports, and benchmarks separately for each phase.
2. Duration of activities shall be indicated in the form of a bar chart.

Staffing Schedule

S.No.	Name of Staff	Staff input (in the form of a bar chart)												Total Months
		1	2	3	4	5	6	7	8	9	10	11	12	

- 1.
- 2.

3. Note:

1. For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).
2. Months are counted from the start of the Assignment/job. For each staff indicate separately staff input for home and field work.