



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



**Draft Tender Paper
Volume I**

**Construction of Animal House Facility at Gujarat Biotechnology University,
Gandhinagar**



Date: 4 September 2024

Gujarat Biotechnology University, Near GIFT City, Gandhinagar- 382355

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GLOSSARY

Addendum	As defined in Clause 2.9.1
Applicable Laws	As defined in the Contract
Associate	As defined in Clause 2.1.13
Authority	As defined in Clause 1.1.1
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 the Project in accordance with this DTP.
Bidding Documents	As defined in Clause 1.1.10
Bid Due Date	As defined in Clause 1.1.10
Bidding Process	As defined in Clause 1.2.1
Bid Security	As defined in Clause 1.2.4
BOQ	Bill of quantities
Companies Act	Shall mean the Act, 2013.
Contract	As defined in Clause 1.1.8
Conflict of Interest	As defined in Clause 2.1.13
Crore	Ten million (10,000,000)
DTP	Draft Tender Paper issued by the Authority for selecting the Selected Bidder for the Project
Estimated Cost	As defined in Clause 2.2.2
Financial Bid	As defined in Clause 1.2.1
Financial Capacity	As defined in Clause 2.2.2
Financial Score	As defined in Clause 3.3.3
Joint Bidding Agreement	As defined in Clause 2.2.3 (g)
Lakh	Hundred thousand (1,00,000)
LOA	As defined in Clause 3.3.6
MEP	Mechanical, electrical, plumbing works
Minimum Eligibility Criteria	As defined in Clause 2.2.2
Net Worth	As defined in Clause 2.2.2
Project	As defined in Clause 1.1.5
Qualified Bidder(s)	As defined in Clause 1.2.2
Re. or R.S. or INR	Indian Rupee
Selected Bidder	As defined in Clause 3.3.3
Site	As defined in Clause 1.2.5
Sole Bidder	Means a single entity that submit their Bids for the Project in accordance with this DTP.
Subject Person	As defined in Clause 2.1.13

Technical Bid	As defined in Clause 1.2.1
Technical Capacity	As defined in Clause 2.2.2
Technical Marks	As defined in Clause 1.2.1

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

DISCLAIMER

1. The information contained in this Draft Tender Papers (hereinafter referred as the “DTP”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this DTP and such other terms and conditions subject to which such information is provided.
2. This DTP is not an arrangement and is neither an offer nor invitation by the Authority to the prospective Bidder(s) or any other person. The purpose of this DTP is to provide interested parties with information that may be useful to them in submitting Bids pursuant to this DTP. This DTP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This DTP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this DTP. The assumptions, assessments, statements and information contained in the Bidding Documents, may not be complete, accurate, adequate or correct. Each Bidder may, therefore, conduct its own investigations and complete analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information mentioned in this DTP and obtain independent advice from appropriate sources.
3. Information provided in this DTP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
4. The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in the DTP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of this DTP and any assessment, assumption, statement or information contained therein or deemed to form part of this DTP or arising in any way for participation in this Bid Stage.
5. The Authority also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Bidder upon the statements contained in this DTP.
6. The Authority may in its absolute discretion, but without being under any obligation to

do so, update, amend or supplement the information, assessment or assumptions contained in this DTP.

7. The issue of this DTP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.
8. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority, or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

DATA SHEET

1.	Name of the project	Construction of Animal House Facility at Gujarat Biotechnology University, Gandhinagar
2.	Tender issued by	Gujarat Biotechnology University (GBU)
3.	Procurement stages	Single Stage
4.	Joint venture/ Consortium	Not Allowed.
5.	Cost of Tender Documents	INR <u>17,700</u> in the form of Demand Draft (DD) or Bankers Cheque in favour of The Registrar, Gujarat Biotechnology University payable at Gandhinagar
6.	Bid Security/EMD	INR 20 Lakhs in the form of FDR / Bank Guarantee as per clause 2.20
7.	Date of issue of DTP document	04/09/2024
8.	Site visit and Pre-bid meeting / webinar	<p>Site visit to Gujarat Biotechnology University on 11/09/2024 at 15:00 hours IST Followed by Pre-bid meeting at 16:00 hours IST at: Conference room, Academic Building, Gujarat Biotechnology University, GIFT City Road, Gandhinagar -382 355</p> <p>(There should also be an option of joining the pre-bid meeting through a virtual meeting. The link shall be published on website and/or shared via e-mail).</p> <p>A second pre-bid meeting may be organized at a later date and information regarding the same in the event that it is organized can be obtained from the website</p>
9.	Place of obtaining Tender Documents	<p>The tender can also be downloaded from the website of the Authority: https://gbu.edu.in and https://tender.nprocure.com</p> <p>For such downloaded document the Bidder has to enclose tender fee and the scanned copy of the same shall be uploaded along with the Technical Proposal on the e-Procurement Portal.</p>
10.	Last date and time of Submission of bids	<p>Last Date for submission Financial Bid and Technical bid (Online): 04/10/2024 Up to 18:00 hours IST</p> <p>Last Date for Submission Technical Bid (Offline): 06/10/2024 Up to 18:00 hours IST through</p>

		RPAD/Speed Post/Courier.
11.	Date and Time for opening of Technical Bids	To be announced later
12.	Opening of Financial Bids.	To be announced later
13.	Authorized Representative	The Registrar, Gujarat Biotechnology University
14.	Email for Correspondence	tender@gbu.edu.in , estate@gbu.edu.in , registrar@gbu.edu.in

***Note:

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

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 is set to establish a culture marked by excellence and innovation, with entrepreneurship serving as its foundational core. GBU offers advanced educational opportunities through Master’s and PhD programs in biotechnology, programmes with a distinguished by a strong translational focus, Our goal is to deliver practical biotechnology solutions for society, actively engaging with the dynamic life science industry in Gujarat and across India.
- 1.1.3. 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
 - 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.
- 1.1.4. To carry forward the academic Activities of the University, the Authority has proposed to initiate the development of Animal House Facility at its campus.

The Project is envisaged to have three components-

- Civil components of Animal House Facility for Small Animals with Storage and Experimentation facility
- Development of basement and surrounding site development with utilities

The facility being advanced experimentation facilities in Biotech, it is to be developed with utmost supervision and precision and in line with applicable national and international guidelines.

- 1.1.5. The Authority proposes to appoint a Construction Agency (hereinafter referred to as “Contractor” or “CMA”) for the construction of Animal House Facility at Gujarat Biotechnology University and would be responsible for carrying out the construction as per the design and specifications provided in the Bidding Documents. The CMA would also support the Specialized agency appointed to carry out the procurement and installation of the equipment (including interiors and specialized components) and maintenance Services of the Animal house Facility for 5 years at Gujarat Biotechnology University (hereinafter referred to as the “Project”)

The indicative cost for the Project has been estimated as **INR 19.57 Crore** (“**Estimated Cost**”) inclusive of GST and all other taxes, duties, labor cess, withholding taxes as applicable as per laws including cost of construction and service for **defect liability period**. The Estimate Contract Price shall include costs towards building the facilities, the complete civil, and finishing works, the costs of water infrastructure/ electricity infrastructure/road/ drainage objects as per BoQ. **The project includes 3-year Defect Liability Period (“DLP”).** The Estimated Cost does not include any land acquisition cost, as access to the land is provided by the Authority for the Project. The Project does not require any land acquisition. The expenditure of this project will be incurred from university funds.

The indicative location for developing Animal House Facility and basement is given below in Figure 1 and the detailed floor plan are attached separately.



Figure 1: Master Plan of Gujarat Biotechnology University

- 1.1.6. The Contractor selected for the development of the Animal house Facility at Gujarat Biotechnology University would be responsible for carrying out the construction as per the design and specifications provided by the Authority. The Contractor would also carry out the procurement and installation of all the, materials, equipment, machineries, landscaping and other specialized components for the project as required. The Contractor would also be responsible to execute Project as per Scope of Project and Specifications provided in DTP.
- 1.1.7. The works shall be further detailed in DTP Volume II (draft contract), Schedule 2, Schedule 3 and Schedule 10. An indicative 3D view for the development of Animal House Facility is given below,



Figure 2: Isometric 3D view of Animal House

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

1.2 Brief description of Bidding Process

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

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

1.2.2 The Financial Bids of only those Bidders who are considered responsive and meet the Minimum Eligibility Criteria (the “**Qualified Bidders**”) which includes Technical and Financial Capacity as set out in Clause 2.2.2 hereof would be opened and evaluated for the purpose of identifying the Selected Bidder. The Selected Bidder shall be selected as per clause 3.3.3 of hereof.

1.2.3 Any addenda issued subsequent to this DTP, but on or before the Bid Due Date, shall be deemed to form part of the Bidding Documents.

1.2.4 The Bid shall be valid for a period of not less than 180 (One Hundred and Eighty) days from the Bid Due Date. In terms of the DTP, a Bidder is required to deposit, along with its Bid, a bid security equivalent to the amount specified in serial number 6 of the Data Sheet as the Bid Security (“**Bid Security**”). The Bid Security will be refundable, not later than 30 (Thirty) days of notice of award of contract except in the case of the Selected

Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Contract. The Bidders will have to provide Bid Security in the form of Demand Draft or Bank Guarantee in format set out in Annexure E in favor of “**Gujarat Biotechnology University**” payable at Gandhinagar acceptable to the Authority, and the validity period of the Bank Guarantee, shall not be less than 180(One Hundred and Eighty) days from the Bid Due Date, inclusive of a claim period of 60 (Sixty) days and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. Where a Demand Draft is provided, it shall (unless uncashed) prior to its expiry be renewed from time to time to keep it valid and enforceable for a period of 180 (one hundred and eighty) days from the Bid Due Date. The Bid shall be summarily rejected if it is not accompanied by the Bid Security or an exemption certificate as per clause 2.20 below.

1.2.5 Site visit and verification of information

Bidders are encouraged to submit their respective Bids after visiting the proposed site for the Project (“**Project Site**”) and ascertaining for themselves at their cost, the site conditions, demand, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them and as may be required for submitting their respective Bids for award of the Project and for carrying out the works and obligations, in accordance with the terms and conditions of the Contract.

1.2.6 Any queries or request for additional information concerning this DTP shall be submitted through e-mail on the email ids mentioned in the Data Sheet.

1.2.7 The pre-bid queries should be submitted to estate@gbu.edu.in; registrar@gbu.edu.in and tenders@gbu.edu.in in the format specified below to be considered for response and they should be submitted in MS-Excel format. Pre-bid queries not submitted in the prescribed format may not be responded to.

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

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

“Queries/Request for Additional Information: Tender for Construction of Animal House Facility at Gujarat Biotechnology University, Gandhinagar”.

- 1.2.8 The Authority shall endeavor to respond to the queries within the period specified in data sheet. The Authority shall endeavor to upload the responses to the queries on the e-Procurement Portal without identifying the source of queries.
- 1.2.9 The Authority shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right to not respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.
- 1.2.10 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority, or its employees or representatives shall not in any way or manner be binding on the Authority.
- 1.2.11 Pre-bid meeting of the Bidders shall be convened at the designated date, time and place provided in data sheet. During the course of pre-bid meeting, the Bidders shall be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, at its sole discretion, consider appropriate for facilitating a fair, transparent, and competitive Bidding Process.
- 1.2.12 At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify this DTP by the issuance of an addendum/amendment/corrigendum (“**Addendum**”). Any Addendum issued hereunder shall be uploaded on the e-Procurement Portal. In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, at its own discretion, extend the Bid Due Date.

1.3 Schedule of Bidding Process

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

The Authority shall endeavor to adhere to the following schedule. However, the

Authority may, at its own discretion, revise or extend any of the timelines set out in this schedule.

Event Description	Date and time
Issue of Bidding Documents	04/09/2024
Date of Pre-Bid Meeting / webinar	11/09/2024 at 16:00 Hours IST
Site visit	11/09/2024 at 15:00 Hours IST
Online submission of Technical Bid and Financial Bid Due Date (Bid Due Date)	04/10/2024
Submission of Tender Fees and EMD Due Date (Hard Copy)	06/10/2024
Opening of Technical Bid	To be announced later
Opening of Financial Bid	To be announced later
Issue of Letter of Award (LOA)	To be intimated to Selected Bidders
Execution of Contract	Within 28 days from issuance of LOA

2. INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1 General terms of Bidding

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

For avoidance of doubt, it is clarified that the Bid shall be submitted on or before the Bid Due Date and time at the address specified in the Data Sheet as per the details set out in [Clause 2.11]. The Bidder shall deposit a non-refundable tender document fee as specified in serial number 5 (five) of the Data Sheet (the “**Document Fee**”) towards purchase of the DTP. The Document Fee shall be in the form of Demand Draft issued in favor of “**Gujarat Biotechnology University**” payable at Gandhinagar. Document Fee is required to be issued by any Nationalized Bank or other bank specified in Government of Gujarat, GR No: FD/MSM/e-file/4/2023/4020/D.M.O dated March 11, 2024 issued by Finance Department (and as amended from time to time) payable at Gandhinagar.

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

ANNEXURE A	:	Letter Comprising the Bid
ANNEXURE B	:	General Information of Bidder
ANNEXURE C	:	Power of Attorney for Signing of Bid
ANNEXURE D	:	Bid Security (Bank Guarantee)
ANNEXURE E	:	Technical Capacity of Bidder
ANNEXURE F	:	Financial Capacity of Bidder (Turnover and Net worth)

ANNEXURE G	:	Bid Capacity of Bidder
ANNEXURE H	:	Form for Liquid assets and / or credit facilities
ANNEXURE I	:	Curriculum Vitae
ANNEXURE J	:	Plants & Equipment's
ANNEXURE K	:	Bid Checklist
ANNEXURE L	:	Non-Blacklisting Certificate (Undertaking)
ANNEXURE M	:	Lab Testing Equipments
ANNEXURE N	:	Affidavit For Appointment of Specialised Agency
APPENDIX – II	:	Format for Financial Bid
APPENDIX – III	:	Floor Plan / Layout
APPENDIX – IV	:	Bill of Quantities

- 2.1.6 The Financial Bid for a Project should be submitted on the <https://nprocure.com>. (“**e-Procurement Portal**”) only as per the format specified therein. The format provided at Appendix-II is for illustrative purposes only. In the event of any difference between figures and words, the amount indicated in words shall be taken into account. Any physical submission of the financial bids shall be summarily rejected.
- 2.1.7 The Bidder shall deposit a Bid Security in accordance with the provisions of this DTP. The Bidder submitting the Bid Security in the form of Bank Guarantee, shall be as per format set forth in Annexure D of Appendix-I.
- 2.1.8 [Intentionally left blank].
- 2.1.9 The Bidder should submit a Power of Attorney as per the format set forth in Annexure C of Appendix-I, duly supported with extracts of the charter document or board resolution, in favour of executant authorising the signatory of the Bid to commit the Bidder.
- 2.1.10 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 2.1.11 All communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
- 2.1.12 The Bidding Documents including this DTP and all attached documents are and shall remain the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.1.12

shall also apply *mutatis mutandis* to Bids and all other documents submitted by the Bidders, and the Authority will not return any Bid or any information provided along therewith.

- 2.1.13 A Bidder shall not have a conflict of interest, as more specifically described below, (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be. The Bidder acknowledges and agrees such forfeiture and appropriation of the Bid Security or Performance Security (as the case may be) is reasonable and represents the mutually agreed genuine pre-estimated loss and damages likely to be suffered and incurred by the Authority and not by way of penalty for, *inter alia*, the time, cost and effort of the Authority, including consideration of such Bidder’s proposal (“**Damages**”). The Bidder acknowledges and agrees that such forfeiture and appropriation of the Bid Security or Performance Security (as the case may be) is without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

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

- a) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this qualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof or any shareholder thereof having a shareholding is not more than 25% (twenty five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be, in the other Bidder(s), its Member or Associate is not more than 25% (twenty five per cent) of the paid up and subscribed equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 2(72) of the Companies Act, 2013. For the purposes of this Clause 2.1.13, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided,

- however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or
- b) a constituent of such Bidder is also a constituent of another Bidder; or
 - c) such Bidder, its member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or Associate; or
 - d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
 - e) such Bidder or any Associate thereof has a relationship with another Bidder or any Associate thereof, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Bid of either or each of the other Bidder; or
 - f) such Bidder has participated as a consultant or sub-consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

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

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

2.1.15 A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Contract. In the event any such adviser

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

2.1.16 This DTP is not transferable.

2.1.17 The Selected Bidder shall conduct a groundbreaking ceremony within 7 days (or any other date as decided by the Authority) from the date of issuance of Letter of Award by the Authority. Cost of such ceremony shall be borne by the Selected Bidder.

2.1.18 [Intentionally left blank].

2.1.19 The following conditions shall be adhered to while submitting a Bid:

- (a) Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexures is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;
- (b) information supplied by a Bidder must apply to the Bidder, member or Associate named in the Bid and not, unless specifically requested, to other associated companies or firms;
- (c) in responding to the DTP submissions, Bidders should demonstrate their capabilities in accordance with Section 3 below; and

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

financial year. For the avoidance of doubt, financial year shall, for the purposes of a Bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business.

- 2.1.21 If case the Contractor does not have the experience of electrical works, the Contractor shall submit an undertaking and a memorandum of understanding to the effect that all the Electrical work in the Project shall be executed by an Electrical Contractor registered at R&B Department, GoG. The Contractor shall submit the MoU as per Schedule 13 in Volume II within 30 days from the date of issuance of Letter of Award. Along with the MoU, the electrical sub-contractor shall submit a declaration / undertaking as per Schedule 14 in Volume II.

2.2 Eligibility of Bidders

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

- (a) The Bidder should be a single legal entity, Any consortium/joint venture is not allowed.
- (b) A Bidder shall be a company registered in India under the Companies Act 1956/2013 or any other entity/ firm/ body-corporate /proprietorship/ society/ trust or institutions incorporated/registered under relevant statutes/laws in India or any country abroad, or any combination of the above (with a formal intent to form a Consortium, meeting the requirements set out in this DTP), provided however that natural persons are not eligible to submit their bids either individually or as member of a Consortium. The Bidder shall submit incorporation documents/charter documents in support along with the Technical Bid.
- (c) While only entities registered/ incorporated in India are permitted to submit bid for the Project. It is clarified that as mandated under the Order (Public Procurement No. 1) dated 23rd July 2020 issued by the Ministry of Finance, Department of Expenditure, Public Procurement Division, the Bidder shall not, unless registered with the Competent Authority under the aforesaid Order, be related to an entity in a country which shares a land border with India, in any of the following ways:
 - a. A subsidiary of an entity incorporated, established or registered in such a country; or
 - b. 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 DTP 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.

- (d) 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

2.2.2 Pre-Qualification for Bidder - Evaluation Criteria

To qualify for the Financial Bids, the Bidder shall need to fulfill the undermentioned minimum eligibility criteria (“**Minimum Eligibility Criteria**”):

- (i) The Bidder should be a single legal entity (“Sole Bidder”). Any consortium/joint venture is not allowed.
- (ii) The Bidder should be registered AA – Class with Special Category -1 (Building) Registration with R&B/WRD, Government of Gujarat or CPWD.

Registration certificate of R & B Registered in AA Class with Special Category I (Building) / Water Resources Department. The contractors, who are registered in appropriate category of C.P.W.D., M.E.S., Railways and Indian State Governments, can also bid provided the bidder produce such registration certificate at the time of bidding and obtain and submit registration in required class & category from the Gujarat State R&BD/W.R.D before issue of work order in case they emerge as L-1 Bidder. Bidder will solely be responsible for obtaining and submitting the certificate before issue of work order.

- (iii) it should have construction experience of at least 1 (one) eligible similar project of Building Infrastructure Assignment having total project cost of INR 10 Crores (Rupees Ten Crores) in the last 5 (Five) years preceding the Bid Due Date; The works may have been executed by the applicant as prime contractor.

*For the purpose of this tender, **Similar Project** shall mean project involving construction of RCC frame structure including Civil including electrical work for any research and development centres, Medical College & Hospital of at least 100 beds or super speciality hospitals, or incubation/ innovation centre which includes wet labs for life science, pharmaceuticals, or biotech research centre for Education Institution/ R&B/ PSU / State Government/ Central Government or other government bodies. It is clarified that building infrastructure project for the purposes of this DTP shall not mean residential, industrial, roads, bridges, dams, and transmission tower projects.*

Experience of only completed projects against in this criterion would be considered and Bidder submits the relevant documentary evidence.

Note:

- *The Bidder shall provide the documentary evidence in support of its credentials such as agreement copy/ work order / Letter of Award / Work Completion Certificate/ Final Bill Copy (mandatory for private projects) / TDS Certificates / client certificate or statutory auditor's certificate or Chartered Accountant's certificate, as the case may be, for demonstrating the Technical Capacity. Such documentary evidence shall be duly signed by the authorized signatory of the Bidder.*
- *For past experience projects, the value of work executed shall be brought to current costing level by enhancing the actual value of work at enhancement factor (given below), calculated from the date of completion to the proposal due date.*

(iv) Bid Capacity

Bidders who meet the Minimum Qualification Criteria will be qualified only if their bid capacity as on Bid Due Date more than the Estimated Cost. The Bidder's bid capacity will be calculated as per the following formula:

Bidder's Bid Capacity = $(A*N*2) - B$, Where

A = Maximum value of work executed in any one year during the last five years (updated to the price level of the year indicated in appendix) taking into account the completed as well as works in progress.

B = Value at current price level of the existing commitments and ongoing works to be completed during the next 1 (one) year; and

N = Number of years prescribed for completion of the works for which the bids are invited which in this case will be 1 (one).

The Bidder shall provide documentary evidence by way of Statutory Auditor's /Chartered Accountant's certificate as per the Annexure G.

(v) Minimum Key Personnels

The bidder must have the following key personnels exclusively for this project

1. Project Manager – 1 Nos.
 - M. Tech or equivalent in Construction Management with min. 12 Years of Experience
2. Sr. Civil Engineer – 1 Nos.
 - B. Tech / B.E in Civil Engineering with min. 7 Years of Experience

3. Jr. Civil Engineer – 1 Nos.
 - B. Tech / B.E (Civil) with min. 5 years' experience
4. Structural Engineer – 1 Nos.
 - M. Tech / M.E (Structural Engineering) with min. 5 years' experience
5. Electrical Engineer – 1 Nos.
 - B. Tech / B.E (Electrical) with min. 7 years' experience or M. Tech / M.E (Electrical) with min. 5 years experience
6. Safety Engineer – 1 Nos.
 - Bachelor's degree in civil engineering
7. Surveyor – 1 Nos.
 - Diploma (Civil) or ITI (Survey) with min. 5 years' experience

For the purpose of evaluating the qualifications of key persons, only work experience accumulated subsequent to the completion of the requisite degree for each respective key person shall be considered relevant and taken into account. Curriculum Vitae of the key personnels to be submitted in the format provided in Annexure I along with their relevant degrees / certificates. The CV's and their relevant documents of the aforementioned key persons should be submitted in the provided format in Annexure I without fail; else the Authority reserves the right to reject the Bids without assigning any reason whatsoever.

(vi) The Bidder must meet the following criteria either individually or by the Lead Member, referred to as "**Financial Capacity**":

- (a) the Bidder must have an average annual Turnover greater **than INR 20 Crore (Rupees Twenty Crore only)** for any 3 (three) of last 5 financial years preceding the Bid Due Date. This must be certified by statutory auditor/Chartered Accountant.
- (b) The Bidder Must have a positive Net Worth must for the financial year ending on 31st March 2024. This must be certified by statutory auditor/CA and also specify that the methodology adopted for calculating such Net Worth conforms to the provisions of Clause 2.2.2 below.
- (c) The Bidder shall have access to or has available, liquid assets (aggregate of working capital, cash in hand and uncommitted bank guarantees) and / or credit facilities of **minimum INR 5 crore.** This must be certified by way of Statutory Auditor's /Chartered Accountant's / Bank's certificate .

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

In case the annual accounts for the latest financial year (FY 2023-24) are not audited and therefore the Bidder cannot make the same available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for 3 (three) years preceding the year for which the Audited Annual Report is not being provided. Similarly, the bidder shall also furnish a CA/ Statutory auditor certified certificate for positive net worth for financial year ending on 31st March 2023.

The Bidder shall provide documentary evidence by way of Statutory Auditor's /Chartered Accountant's certificate for demonstrating the Financial Capacity.

(a), (b) and (c) of (vi) are collectively referred to as "**Financial Capacity**".

For the purposes of this DTP, Net Worth means:

- i. In case of a company, it shall mean the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write back of depreciation and amalgamation.
- ii. For other eligible entities, it shall mean the amount derived by subtracting the liabilities from the corpus and reserve amounts as certified by the chartered accountant/statutory auditor having valid registration.

For the purposes of this DTP, Turn Over means:

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

For the purpose of this DTP, enhancement factor will be used for the average annual turnover and the financial figure in bid security to a common base value for works completed in India.

Year	Financial Year	Enhancement Factor
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Base Year: 2024	2023-2024	1.00
2023	2022-2023	1.10
2022	2021-2022	1.21
2021	2020-2021	1.33
2020	2019-2020	1.46

Bidders should indicate actual figures of costs and amount for the works executed by them without accounting for the above-mentioned factors. In case the financial figures and value of completed works are in foreign currency the above enhanced multiplying factors will not be applied. Instead, the current market exchange rate (State Bank of India BC Selling rate as on the last date of submission of the bid) will be applied for the purpose of conversion of the amount in foreign currency into Indian rupees.

2.2.3 [Intentionally left blank].

2.2.4 Any entity which has been barred by the Central/ State Government, or any other government institution in India, for any reason, from participating in any project, and the bar subsists as on the date of the Bid, would not be eligible to submit the Bid. The bidders shall provide undertaking in the format set forth in Annexure L of Appendix-I.

2.2.5 The Bid must be accompanied by the audited annual reports of the Bidder for the last five financial year preceding the Bid Due Date. The Bidder shall enclose in its Bid, as per the format set forth in Annexure F of Appendix-I, complete with its Annexes, the certificate(s) from its statutory auditors or chartered accountant specifying the Turnover of the Bidder as specified in Clause 2.2.2

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

2.2.6 [Intentionally left blank].

2.3 **Proprietary data**

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

2.4 Cost of Bidding

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

2.5 Sites visit and verification of information.

2.5.1 Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, demand, location, surroundings, state of clinical and para-clinical facilities, climate, availability of power, water & other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them. Bidders are advised to visit the site and familiarise themselves with the Project within the stipulated time of submission of the Bid. No extension of time is likely to be considered for submission of Bids.

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

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

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

2.6 Right to accept and to reject any or all Bids.

2.6.1 The Authority reserves the right to verify all statements, information and documents

submitted by the Bidder in response to the DTP or the Bidding Documents and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

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

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

- (a) to choose the Selected Bidder in accordance with Clause 3.3.3; or
- (b) take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

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

B. DOCUMENTS

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

Invitation for Bids

- Section 1. Introduction
- Section 2. Instructions to Bidders
- Section 3. Evaluation of Bids
- Section 4. Fraud and Corrupt Practices
- Section 5. Pre-Bid Conference
- Section 6. Miscellaneous

Appendices

I. Formats for Technical Bid

- ANNEXURE A : Letter Comprising the Bid
- ANNEXURE B : General Information of Bidder
- ANNEXURE C : Power of Attorney for Signing of Bid
- ANNEXURE D : Bid Security (Bank Guarantee)
- ANNEXURE E : Technical Capacity of Bidder
- ANNEXURE F : Financial Capacity of Bidder (Turnover and Net worth)
- ANNEXURE G : Bid Capacity of Bidder
- ANNEXURE H : Form for Liquid assets and / or credit facilities
- ANNEXURE I : Curriculum Vitae
- ANNEXURE J : Plants & Equipments
- ANNEXURE K : Bid Checklist
- ANNEXURE L : Non-Blacklisting Certificate (Undertaking)
- ANNEXURE M : Lab Testing Equipments
- ANNEXURE N : Affidavit For Appointment of Specialised Agency
- APPENDIX II : Format for Financial Bid
- APPENDIX III : Floor Plan / Layout
- APPENDIX IV : Bill of Quantities

2.8 Clarifications

- 2.8.1 Bidders requiring any clarification on the Bidding Documents including the DTP may notify the Authority in writing or by e-mail in accordance with Clause 1.2.7. They should send in their queries before the date mentioned in the schedule of Bidding Process specified in Clause 1.3. The Authority shall endeavor to respond to the queries within

the period specified therein, but no later than 5(Five) days prior to Bid due date. The responses will be uploaded on e-procurement portal and official website of the authority.

- 2.8.2 The Authority shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.
- 2.8.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority, or its employees or representatives shall not in any way or manner be binding on the Authority.
- 2.8.4 To facilitate evaluation of the Bids, the Authority may, at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) may without prejudice include clarifications with respect to minor deviations found in the Bid and shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 2.8.5 If a Bidder does not provide clarifications sought under Clause 2.8.4 above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

2.9 Amendment of DTP

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

- 2.9.4 The Bidders who have downloaded the Bidding Documents are advised to regularly check for amendments/corrigendum/clarifications, if any issued by the Authority and which shall form part and parcel of the Bidding Documents. Such amendments /corrigendum/clarifications will be posted on the e-Procurement Portal and Authority's website <https://gbu.edu.in> and <https://tender.nprocure.com>. Any ignorance on the part of the Bidder in not checking the e-Procurement Portal will not be an excuse and the Authority shall not be responsible if any Bidder omits to notice any amendments/corrigendum/ clarification.

It shall be mandatory for the Bidders to get their firms registered with the e-Tender Portal, to obtain user ID and password, in order to participate in this Bidding Process. For the avoidance of doubt, it is clarified that all the Bidders to have class-III Digital Signature Certificate (DSC) (in the name of Authorized Signatory / firm or organization / owner of the firm or organisation) from any of the licensed Certifying Agency (Bidders can see the list of licensed CAs from the link www.cca.gov.in) to participate in e-tendering of the Authority. DSC should be in the name of the authorized signatory of the Bidder. It should be in corporate capacity (that is in Bidder capacity, as applicable).

C. PREPARATION AND SUBMISSION OF BIDS

2.10 Format and Signing of Bid

- 2.10.1 The Bidder shall provide all the information sought under this DTP and upload the same on the e-Procurement Portal as a part of its online submission of Bid as well as by way of physical submission of original copy of the Enclosures to Bid to the Authority. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects and which are submitted on the e-procurement portal on or prior to the Bid Due Date. Incomplete and /or conditional Bids or not submitted online on e-procurement portal shall be rejected.

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

2.11 Sealing and Marking of Bids

- 2.11.1 The Bidder shall submit the Technical Bid (original) in the format specified under Appendix -I, and seal it in envelope and envelope and mark the envelope as "TECHNICAL

BID” and also upload the signed copy of all documents of Technical Bid on e-procurement portal. The Technical Bid shall include:

- a. Letter comprising the Bid (Appendix – I - **ANNEXURE A**);
- b. General Information of Bidder and Statement of the Legal Capacity (Appendix – I - **ANNEXURE B**)
- c. Power of Attorney for signing of Bid in the prescribed format (Appendix – I - **ANNEXURE C**) supported with board resolution / charter document in favour of executant;
- d. Bid Security (Appendix – I - **ANNEXURE D**);
- e. Technical Capacity of the Bidder (Appendix – I - **ANNEXURE E**);
- f. Financial Capacity of the Bidder (Appendix – I - **ANNEXURE F**);
- g. Bid Capacity of Bidder (Appendix – I - **ANNEXURE G**)
- h. Form for Liquid assets and / or credit facilities (Appendix – I - **ANNEXURE H**)
- i. Curriculum Vitae (Appendix – I - **ANNEXURE I**);
- j. Plants & Equipments (Appendix – I - **ANNEXURE J**);
- k. Bid Checklist (Appendix – I - **ANNEXURE K**);
- l. Non-Blacklisting Certificate (Appendix – I - **ANNEXURE L**);
- m. Lab Testing Equipments (Appendix – I - **ANNEXURE M**);
- n. Affidavit For Appointment of Specialised Agency (Appendix – I - **ANNEXURE N**);
- o. Document Fee as per clause 2.1.3;
- p. A copy of the Contract with each page initialed by the person signing the Bid in pursuance of the Power of Attorney referred to in Clause (c) hereinabove;
- q. All Addendum, Corrigendum and responses to Pre-Bid Queries published by the Authority with each page initialed by the person signing the Bid in pursuance of the Power of Attorney referred to in Clause (c) hereinabove.

2.11.2 The Bidder shall submit the Financial Bid and Technical Bid through e-Procurement portal only for the Project in the format specified in Appendix – II and is not to be submitted with the hard copy (physical submission) of Tender Fees, EMD and Power of Attorney. **The Bidder shall mandatorily submit the hard copy of the Tender Fees, EMD and Power of Attorney and upload scanned copy of Technical Bid in accordance with the documents as required in this DTP on or prior to the Bid Due Date. If Financial Bid is submitted along with the hardcopy through RPAD/Speed Post/Courier, it will lead to disqualification of the Bidder.**

2.11.3 [Intentionally left blank].

2.11.4 The envelope specified in Clauses 2.11.1 shall be sealed. All the envelopes shall clearly bear the following identification:

“Bid for Appointment of Construction Agency for Animal House Facility at Gujarat Biotechnology University, Gandhinagar” and shall clearly indicate the name, phone number, email address and office address of the Bidder.

2.11.5 The envelope shall be addressed to the following address:

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

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

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

2.12 Bid Due Date and Time

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

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

2.13 Late Bids

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

2.14 Contents of the Bid

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

2.14.2 The Financial Bid shall be submitted through e-procurement portal in the format at Appendix – II. The Bidder shall specify (in INR) the amount payable to the Bidder by the Authority as percentage rate fee above/ below/ equal to the estimated cost of project

for the implementation of the Project in accordance with this DTP and the provisions of the Draft Contract. The Contract Price must be provided in the Financial Bid through e-procurement portal.

2.14.3 Intentionally Left Blank

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

2.15 Modifications/ Substitution/ Withdrawal of Bids

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

2.15.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.11, with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.

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

2.16 Rejection of Bids

2.16.1 If any Bid received by the Authority is found not signed and/or sealed and/or hard bound and/or marked as stipulated in Clauses 2.10 and 2.11, and/or not accompanied by the Bid Security as specified in Clause 1.2.4, it may be summarily rejected.

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

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

2.17 Validity of Bids

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

2.18 Confidentiality

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

2.19 Correspondence with the Bidder

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

2.19.2 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 Project is subsequently awarded to it on the basis of such information.

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

D. BID SECURITY

2.20 Bid Security

2.20.1 The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clauses 1.2.4 in may be in one of the following forms;

- a. Bank Guarantee issued by all Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative Banks (operating in India having branch at Gandhinagar) as per the GR No: FD/MSM/e-file/4/2023/4020/D.M.O dated March 11, 2024 issued by Finance Department or further instruction issued by Finance department time to time, in favour of the Authority in the format set forth in Annexure D of Appendix –I (the “Bank Guarantee”) and having a validity period of not less than 240 (Two hundred and forty) days inclusive of claim period from the Bid Due Date.

- b. Fixed Deposit Receipt issued by any Scheduled Indian Bank or a foreign Bank approved by the Reserve Bank of India.

OR

A Valid Bid Security / EMD Exemption Certificate issued by (1) Road & Building Department or (2) Narmada Water Resources, Water Supply and Kalpsar Department of Govt of Gujarat. Exemption Certificate is applicable only when Registration Certificate of Appropriate Class and Category of Approved Contractors is required as eligible criteria of bidder.

The Bid shall be summarily rejected if it is not accompanied by any of the above.

2.20.2 The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.

2.20.3 Save as provided in Clause 1.2.4 above, the Bid Security of unsuccessful Bidders, will be returned by the Authority, without any interest, as promptly as possible on selection of the Selected Bidder(s) or when the Bidding process is cancelled by the Authority.

2.20.4 The Selected Bidder(s)' Bid Security will be returned, without any interest, upon the Bidder signing the Contract and furnishing the Performance Security in accordance with the provisions thereof.

2.20.5 The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages *inter alia* in any of the events specified in Clause 2.20.6 herein below. The Bidder, by submitting its Bid pursuant to this DTP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the Bid validity period. No relaxation of any kind on Bid Security shall be given to any Bidder.

2.20.6 The Bid Security shall be forfeited and appropriated by the Authority as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or the Contract, or otherwise, under the following conditions:

- (a) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this DTP;
- (b) If a Bidder withdraws its Bid during the period of Bid validity as specified in this DTP and as extended by the Bidder from time to time;

- (c) In the case of Selected Bidder, if it fails within the specified time limit -
 - (i) To sign the Letter of Award;
 - (ii) Sign the Contract; or
 - (iii) To furnish the Performance Security within the period prescribed thereof in the Contract;
- (d) In case the Selected Bidder, having signed the Contract, commits any breach thereof prior to furnishing the Performance Security.

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

2.21. Verification and Disqualification

2.21.1 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the DTP and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

2.21.2 The Authority reserves the right to reject any Bid and appropriate the Bid Security if:

- (a) at any time, a material misrepresentation is made or uncovered, 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.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium and each member of the Consortium may be disqualified/ rejected. If such disqualification/ rejection occurs after the Bids have been opened and the Highest Bidder gets disqualified/ rejected, then subject to Clause 3.8.3 and 3.8.4, the Authority reserves the right to annul the Bidding Process and invites fresh Bids.

2.21.3 In case it is found during the evaluation or at any time before signing of the Contract or after its execution and during the period of subsistence thereof, including the concession thereby granted by the Authority, that one or more of the eligibility and /or qualification requirements have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Contractor either by issue of

the LOA or entering into the Contract, and if the Selected Bidder has already been issued the LOA, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this DTP, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder or the Contractor, as the case may be, without the Authority being liable in any manner whatsoever to the Selected Bidder or the Contractor. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under this DTP, the Bidding Documents, the Contract or otherwise.

3. EVALUATION OF BIDS

3.1 Opening and Evaluation of Bids

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

Registrar,
Academic Building,
Gujarat Biotechnology University (GBU),
GIFT City Road, Gandhinagar-382 355

- 3.1.2 The Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in this Section 3.
- 3.1.3 To facilitate evaluation of Technical Bid, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Technical Bid. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. If a Bidder does not provide clarifications sought under this clause within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.
- 3.1.4 Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.15 shall not be opened.

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 DTP. A Bid shall be considered responsive only if:
- a. it is received as per the format at Appendix – I;
 - b. it is received by the Authority on or before the specified time on the Bid Due Date including any extension thereof pursuant to Clause 2.12.2;
 - c. it is signed as stipulated in Clauses 2.10 and 2.11;
 - d. it is accompanied by the Bid Security as specified in Clause 2.20;
 - e. it is accompanied by the Power(s) of Attorney as specified in Clause 2.1.9 ;
 - f. it does not contain any condition or qualification;

- g. Technical Bid contain all the information (complete in all respects) required in this DTP and/or Bidding Documents (in formats same as those specified);
- h. Technical Bid contains an attested copy of the receipt towards the payment of Tender Fee by Demand Draft/Bankers Cheque, as specified in Clause 2.1.3; and
- i. it is not non-responsive in terms hereof.

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

3.3 Selection of Bidder

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

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

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

Lowest Bidder in the Second Round of Bidding, then the Bidder whose Bid was ranked higher as compared to other Bidder(s) in the First Round of Bidding shall be the Selected Bidder. For example, if the third and fifth ranked Bidders in the First Round of Bidding offer to match the said first ranked Bidder in the Second Round of Bidding, the said third rank Bidder shall be the Selected Bidder.

Subject to Clause 3.5, price bid/ financial bid quote sought by the Bidder for performance of Project shall comprise the Bidder quoting the percentage above/below / equal of the estimated cost Project approx. i.e. **19.57 Crore** for executing the works. For avoidance of doubt, the Bidder shall quote single percentage either higher or lower or equal of the estimated cost of the Project, for example 1% below 1% above the Project Cost. The Price bid / financial bid quoted shall be firm, until overall completion of the work, under contract and there shall not be any price escalation. In this DTP, the term “Lowest Bidder” shall mean the qualified bidder, quoting the lowest percentage with respect to the Total Cost of the Project. The Bidder shall upload the price bid directly in the financial bid section in the nprocure website.

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

3.3.5 Intentionally Left Blank.

3.3.6 After selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 10 (Ten) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. Within 10 (Ten) days of receipt of Letter of Award, the Selected Bidder shall furnish to the Authority an irrevocable and unconditional guarantee from a Bank in the form set forth in the Contract (the “Performance Security”) for an amount equal to 5% (five percent) of its Contract Price. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder(s) to acknowledge the LOA, and the Second Ranked Bidder may be considered and maybe invited for negotiations by the Authority at its sole discretion.

3.3.7 After acknowledgement of the LOA as aforesaid by the Selected Bidder(s), it shall execute the Contract within the period prescribed in Clause 1.3. The Selected Bidder(s) shall not be entitled to seek any deviations in the Contract.

- 3.3.8 The Agreement will incorporate all agreements between the Authority and the successful Bidder. It will be signed by the Authority and to the successful Bidder, within 28 days following the notification of award along with the Letter of Award.

3.4 Contacts during Bid Evaluation

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

3.5 Bid Parameter

- 3.5.1 The Contract shall be for the whole works as described in Sub-Clause 1.1.4, based on the percentage above/ below/ equal submitted by the Bidder to priced Bill of Quantities (BOQ).
- 3.5.2 The bidder shall fill in percentage rate above/ below/ equal (both in figures and words) of the estimated cost.
- 3.5.3 Subject to the terms of Clause 10.7 of the Contract, all rate quoted by contractor as percentage rate above/ below/ equal the estimated price shall be firm and fixed for entire contract period for completion of the works.

4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Contract. Notwithstanding anything to the contrary contained herein, or in the LOA or the Contract, the Authority shall reject a Bid, withdraw the LOA, or terminate the Contract, as the case may be, without being liable in any manner whatsoever to the Bidder or successful Bidder, as the case may be, if it determines that the Bidder or successful Bidder, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Contract, if a Bidder or contractor, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Contract, such Bidder or contractor shall not be eligible to participate in any tender or DTP issued by the Authority during a period of 2 (two) years from the date such Bidder or contractor, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 4.3 For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- a) “**corrupt practice**” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOA or has dealt with matters concerning the Contract or arising therefrom, before or after the execution thereof, at any time prior to the expiry of 1 (one) year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process);

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

5. PRE-BID CONFERENCE

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

6 MISCELLANEOUS

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

APPENDIX – I:
FORMATS FOR TECHNICAL BID
ANNEXURE A- LETTER COMPRISING THE BID

(To be submitted on letterhead of the Bidder)

Date: _____

To,

The Registrar

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

Sub: *Construction of Animal House Facility at Gujarat Biotechnology University, Gandhinagar.*

Dear Sir,

1. With reference to your Tender document dated *****, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the Project. The Bid is unconditional and unqualified.
2. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying such Bid for selection of the Contractor for the aforesaid Project, and we certify that all information provided in the Bid and in Appendix I and Appendix II is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as an Contractor for the development and construction of the aforesaid Project.
4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. We certify that in the last 3 (three) years, we have neither failed to perform on any contract,

as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.

7. I/ We declare that:
 - a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority.
 - b) I/ We do not have any Conflict of Interest in accordance with Clause 2.1.13 of the DTP;
 - 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 DTP, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any Authority, Central or State; and
 - d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the DTP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with the provisions of this DTP.
9. I believe that we satisfy(ies) the Turnover and Net worth criteria and meet(s) all the requirements as specified in this DTP.
10. I declare that we are/ is not disqualified or debarred from participating in this bidding process.
11. I certify that in regard to matters other than security and integrity of the country, I/ we/ any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

12. I further certify that in regard to matters relating to security and integrity of the country, I/ we or any of our Associates have not been charge-sheeted by any agency of the government/Authority or convicted by a Court of Law for any offence committed by us or by any of our Associates.
13. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Officers/ Managers/ employees.
14. I/ We further certify that we are qualified to submit a Bid in accordance with the guidelines for qualification of bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment issued by the GOI vide Department of Disinvestment OM No. 6/4/2001-DD-II dated 13th July 2001 which guidelines apply mutatis mutandis to the Bidding Process.
15. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of provisions of this DTP, we shall intimate the Authority of the same immediately.
16. I/We undertake that the Statement of Legal Capacity as per format provided at Annexure – B of the DTP document, and duly signed, is enclosed. The Power of Attorney for Signing of Bid, as per format provided at Annexure C respectively of the DTP, are also enclosed.
17. I/We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of selection of the Contractor under and in accordance with the DTP, I/We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify us or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Contract, it would, notwithstanding anything to the contrary contained in the Contract, be deemed a breach thereof, and the Contract shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.
18. I/ We understand that the Selected Bidder shall be an existing {Company/ Trust/ Society/Firm/.....} incorporated under relevant laws of India.
19. I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the Project and the terms and implementation thereof.

20. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Contract in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
21. I/We have studied all the Bidding Documents carefully and also surveyed the sites and ascertain the cost, the site conditions, demand, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant as may be required for submitting the respective Bids for award of the Project and for carrying out the works and obligations, in accordance with the terms and conditions of the Contract. I/We understand that except to the extent as expressly set forth in the Contract, I/ we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of it.
22. The rate above/ below/ equal of the estimated cost against the works described in BoQ has been quoted by me/us after taking into consideration all the terms and conditions stated in the DTP, Contract, our own estimates of costs call volumes and after a careful assessment of the Site and all the conditions that may affect the Contract Price and implementation of the Project.
23. The Bid Security in accordance with this DTP and in the form of a Bank Guarantee is attached.
24. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project / contract is not awarded to me/us or our Bid is not opened.
25. We have read the clause regarding restrictions on procurement from countries which share a land border with India and on sub-contracting to Contractors from such countries under the proviso to Clause 2.2.1(d) of the DTP; We certify that this Bidder is not related to any entity from such a country or, if in case it is so related, it has been registered with the Competent Authority as provided in Order (Public Procurement No. 1) dated 23rd July 2020 issued by the Ministry of Finance, Department of Expenditure Public Procurement Division and will not sub-contract any work to a Contractor from such countries unless such Contractor is registered with such Competent Authority. I/We hereby certify that this bidder fulfils all requirements in this regard as mentioned in this DTP and the aforesaid Order and is eligible to be considered. This shall be accompanied by, wherever applicable, evidence of valid registration by the Competent Authority, in the manner provided in the Order (Public Procurement No. 1) dated 23rd July 2020 issued by the Ministry of Finance,

Department of Expenditure Public Procurement Division, which shall be attached along with this Letter Comprising the Bid, in order to demonstrate compliance with Clause 2.2.1 (d) of the DTP

26. I/We agree and undertake to abide by all the terms and conditions of the DTP.

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

Yours faithfully,

Date: (Signature of the Authorized signatory)

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

Name and seal of Bidder

ANNEXURE B
GENERAL INFORMATION OF BIDDER

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

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

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

arbitration in the recent past is given below. (Attach extra sheets, if necessary.)

6. Statement of Legal Capacity

(To be forwarded on the letterhead of the Bidder)

Ref. Date:

To,

Dear Sir,

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

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

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

*Please strike out whichever is not applicable.

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

Know all men by these presents, We, _____(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. _____/ Ms. _____(Name), son/daughter/wife of _____ and presently residing at _____, who is {presently employed with us and holding the position of _____,} as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for **Construction of Animal House Facility at Gujarat Biotechnology University, Gandhinagar** (“Project”) proposed or being developed by the **Gujarat Biotechnology University** (the “Authority”) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders’ meetings and other conferences and providing information /responses to the Authority, representing us in all matters before the Authority, signing and execution of all documents and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the Project and/or upon award thereof to us and/or till the entering into of the Contract with the Authority or any entity representing the Authority.

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

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

For

.....

(Signature)

Witnesses:

(Name, Title and Address)

- 1.
- 2.

[Notarised]

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *Power of Attorney should be executed on a non-judicial stamp paper of appropriate value as relevant to the place of execution (if required under Applicable Laws).*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.*
- *However, in the countries, which are member of Hague convention, the document has to be notarized by the public notary and apostille by the designated competent authority of the issuing country.*

ANNEXURE D: FORMAT FOR BID SECURITY (BANK GUARANTEE)

(Refer Clauses 2.1.7 and 2.20.1)

(To be executed on Stamp paper of appropriate value)

B.G. No.

Dated:

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

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

(c) furnish the Performance Security within the period prescribed thereof in the Contract;

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

3. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents. The decision of the Authority, that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority.

4. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

5. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

6. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

7. We undertake to make the payment on receipt of your notice of claim on us addressed to [*name of Bank along with branch address*] and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.
8. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
9. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
10. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

Signed and Delivered by _____ Bank

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

(Signature of the Authorized Signatory)

(Official Seal)

ANNEXURE E
TECHNICAL CAPACITY OF BIDDER
(Refer to Clause 2.2.2 of the DTP)

Form 1: Summary of Experience

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

Name of Bidder:

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

Signature of Bidder/Lead Member

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

is an entity from outside India then the completion certificate shall be in English duly notarized. Translated copy shall also be notarized.

For conversion of US Dollars to INR, the rate of conversion shall be INR [82] to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Bid Due Date, and the amount so derived in US Dollars shall be converted into INR at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

ANNEXURE F
FINANCIAL CAPACITY OF BIDDER
(to be certified by the statutory auditor of Bidder)

(Refer to Clause 2.2.2 of the DTP)

Name of the Client: Gujarat Biotechnology University

Name of the Project: Construction of Animal House Facility at Gujarat Biotechnology University, Gandhinagar

Turnover and Net worth:

(In INR Crore)

Bidder Type	Annual Turnover			Net worth
	31st March 20_**	31st March 20_**	31st March 20__**	Last financial Year
Single entity Bidder				

It is certified that the calculation of the Turnover and Net worth have been carried out as the formula presented in the Clause 2.2.2 of the DTP.

Name of the audit firm:

Seal of the audit firm

Date:

UDIN Number:

Instructions:

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

1. The Bidder shall attach copies of the balance sheets, financial statements and Annual Reports in accordance with Clause 2.2.5 of the DTP. The financial statements shall:
 - a. reflect the financial situation of the Bidder;
 - b. be audited by a statutory auditor;

- c. be complete, including all notes to the financial statements; and
- d. correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

Note:

** For conversion of US Dollars to INR, the rate of conversion shall be INR [82] to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Bid Due Date, and the amount so derived in US Dollars shall be converted into INR at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.*

ANNEXURE G
FORMAT FOR BID CAPACITY

(to be certified by the statutory auditor of Bidder/ along with the separate certificate of statutory auditor)

(Refer to Clause 2.2.2 of the DTP)

Name of the Client: Gujarat Biotechnology University

Name of the Project: Construction of Animal House Facility at Gujarat Biotechnology University, Gandhinagar

Bid Security:

(In INR Crore)

Bidder's Bid Capacity = $(A*N*2) - B$, Where

A = Maximum value of work executed in any one year during the last five years (updated to the price level of the year indicated in appendix) taking into account the completed as well as works in progress.

B = Value at current price level of the existing commitments and ongoing works to be completed during the next 1 (one) year; and

N = Number of years prescribed for completion of the works for which the bids are invited which in this case will be 1 (one).

It is certified that the calculation of the BID SECURITY has been carried out as the formula presented in the Clause 2.2.2 of the DTP.

Name of the audit firm:

Seal of the audit firm

Date:

UDIN Number:

Instructions:

ANNEXURE H

FORM FOR LIQUID ASSETS AND / OR CREDIT FACILITIES

(to be certified by the statutory auditor of Bidder/ along with the separate certificate of statutory auditor)

(Refer to Clause 2.2.2 of the DTP)

Name of the Client: Gujarat Biotechnology University

Name of the Project: Construction of Animal House Facility at Gujarat Biotechnology University, Gandhinagar

(ADD DETAILS)

Name of the audit firm:

Seal of the audit firm

Date:

UDIN Number:

Instructions:

**ANNEXURE I: 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: CVs to be accompanied by relevant degree and experience certificates.

ANNEXURE J: PLANTS & EQUIPMENTS

Sr. No.	Name of equipment	Min Requirement			Equipment on hand (Owned)			Equipment to be procured			Location of Machinery
		No. of Units for the Projects	Kind and make	Capacity	No of each	year of manufacturing & present condition	Name of Owner	No of each	Capacity	Through purchase / lease	
1	Hopper Mixer	1 No.									
2	Transits Mixer	2 No.									
3	Steel Shuttering (Scaffolding Props)	2500 Sq. mt.									
4	Steel Props (With accessories)	500 No.									
5	Excavator	2 No.									
6	Trucks / Dumpers with capacity not less than 5 Cum	2 No.									
7	Batch Mix Plant (min	1 No.									

	capacity 18 cum per hour)										
8	Concrete mixture machine with integral weigh batching facilities	1 No.									
9	Needle Vibrator	2 No.									
10	Surface Vibrators	1 No.									
11	Laboratory set up List of site Laboratory Testing Machines (Attach Separate List)	1 Set									
12	Air Compressor	1 No.									
13	Concrete breaker	1 No.									

14	Welding Machine	2 No.									
15	Surveying Equipment	1 No.									
16	Construction Tower Cranes	1 No.									
17	Bar Bending and Cutting Machines	1 No.									
18	Good cum lift for minimum capacity of 300 Kg	1 No.									
19	Water Tanker	1 No.									
20	Pump and Motor	1 set									

NOTE:

1. The above information may be furnished for each machinery and equipment listed herewith.
2. The location of machinery should be furnished in detail.
3. The documents regarding ownership of machinery / equipment etc. and self-attested copies of hire purchase agreement if it must be enclosed and for to be procured the copy of work order placed shall be furnished.
If leased indicate the date when the lease shall expire.

4. Describe the fabrication and workshop facilities (a) to be set up at site (b) to be subcontracted locally (c) to be set up any other place with relevant details.
5. The above information shall be supported with necessary documents otherwise, the same shall be treated as null & void.

ANNEXURE K : BID CHECKLIST

S. N	Item	Checked by Bidder	Checked by Authority	Page Number
1	Letter comprising the Bid (Appendix – I - ANNEXURE A);			
2	General Information of Bidder & Statement of the Legal Capacity (Appendix – I - ANNEXURE B)			
3	Power of Attorney for signing of Bid in the prescribed format (Appendix – I - ANNEXURE C) duly supported by a charter document or board resolution in favour of executant;			
4	Bid Security in the prescribed format (Appendix – I - ANNEXURE D);			
5	Technical Capacity of the Bidder (Appendix – I - ANNEXURE E);			
6	Financial Capacity of the Bidder (Appendix – I - ANNEXURE F);			
7	Bid capacity of the Bidder (Appendix – I - ANNEXURE G);			
8	Form for Liquid Asset and/ or Credit Facility (Appendix – I - ANNEXURE H);			
9	Curriculum Vitae (Appendix – I - ANNEXURE I);			
10	Plants & Equipment's (Appendix – I - ANNEXURE J);			
11	Bid Checklist			
12	Non-Blacklisting Certificate (Appendix – I - ANNEXURE J);			
13	Lab Testing Equipments (Appendix – I - ANNEXURE M);			
14	Affidavit For Appointment of Specialised Agency (Appendix – I - ANNEXURE S);			
15	A copy of the Contract with each page initialed by the person signing the Bid in pursuance of the Power of Attorney (along with all addendum, corrigendum and responses to Pre-Bid Queries published by the Authority with each page initialed by the person signing the Bid)			

16	Copy of proof of payment of the Rs. _____ towards cost of the Bid Documents as Bankers Cheque/ DD of Rs. _____ in favour of “Gujarat Biotechnology University” payable at Gandhinagar.			
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ANNEXURE L: 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/ Party 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 Government of Gujarat (GoG) / any other entity of GoG or blacklisted by any state government or central government/ Government Undertaking /department / 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 DTP 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

ANNEXURE M: LAB TESTING EQUIPMENTS

The Bidder Shall provide information for testing equipment and surveying equipment

	Name Of Testing Equipment	Minimum Requirements	Equipment With Agency	
			Equipment In Hand	Equipment To Be Procured
1	A- General Lab Equipment			
	a) Electronic balance 7 Kg. to 10 Kg. capacity semi self-indication type accuracy 1 gm.	2 Nos.		
	b) Pan balance 10 kg capacity accuracy 0.01 gm	12 nos.		
	c) Electronic balance 500 gm capacity accuracy 0.001gm	2 Nos.		
	I) Sieves as per I.S. 460-1962	Full IS Set.		
	II) Stop watches, 1/5 sec. accuracy	2 Nos.		
2	B - For Cement and Cement Concrete			
	I) Moulds			
	a) 150mm dia. x 300mm height cylinder with capping component	As required		
	b) Cubes 150mm	As required		
	iii) High frequency mortar cube Vibrator for cement testing	1 No.		
	iv) Concrete mixer power driven, 0.03 m ³ capacity	1 No.		
	v) Variable frequency and amplitude vibrating table size 1 meter x 1 meter as per the relevant British standard.	1 No.		
	vi) Flow table as per the relevant IS specifications.	4 Nos.		
	vii) a) 2000 Kn (Least count 10 Kn) compression testing machine for concrete cube.	1 No.		
	b) 500 Kn (least count 2 Kn) compression testing machine for cement mortar cube.	1 No.		
	viii) Equipment for slump test	2 Nos.		
	xi) Needle Vibrator	1 No.		
	xii)Cement Testing Equipment	1 No.		
	xiii)Soil Testing Equipment	1 No.		
	xiv)Aggregate Testing Equipment	1 No.		
	Apparatus of Drinking Water: Total Dissolved Solid	1 No.		
	Apparatus of water for construction purpose: Acidity, Alkalinity, Chloride, Inorganic Solid, Organic Solid, pH, Sulphate, Total Suspended Solid	1 No.		

Apparatus of Brick: Compressive Strength, Compressive Strength, Dimension-Height, Dimension-Length, Dimension-width, Efflorescence, Water Absorption	1 No.		
Apparatus of Cement: Compressive Strength, Density, Fineness by Blain's air permeability, Nominal Consistency, Setting time (Final), setting time (Initial), soundness by Le Chatelier	1 No.		
Apparatus of Coarse Aggregate: 10% Fine value, Crushing Value, Elongation Index, Flakiness index, Impact value, Loss Angle Abrasion, Sieve Analysis (sieve size 75 micron to 90 mm), specific Gravity, Water absorption	1 No.		
Apparatus of Concrete: Compressive strength, Slump test	1 No.		
Apparatus of Fine Aggregate: Bulk Density, Material finer than 75u, Sieve Analysis (sieve size 75 micron to 90mm), Specific Gravity, water absorption	1 No.		
Apparatus of Paver block: Compressive Strength, water absorption	1 No.		
Apparatus of Steel HSD Bar/TMT Bar: Yield Strength, Elongation, Section weight per meter, Ultimate Tensile Strength	1 No.		
Apparatus of Soil: Liquid Limit, Plastic Limit, grain Size analysis, Specific Gravity, Unconfined compression strength, Direct Shear (Angle), Direct shear (C), Standard penetration test	1 No.		
Apparatus of Any Reinforced Concrete structure surface: Cover measurement of Reinforcement from top surface of member	1 No.		
Apparatus of Any Reinforced Concrete surface: Half Cell Potential Corrosion Measurement test, Pulse velocity test in concrete specimen, Rebound Hammer test on Concrete surface	1 No.		

	Apparatus of Concrete Element (Core) : Carbonation	1 No.		
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ANNEXURE N: AFFIDAVIT FOR APPOINTMENT OF SPECIALISED AGENCY

on Rs. 100/-nonjudicial stamp paper notarized affidavit

(Electrical)

Date: _____

Subject: Appointment of Specialised Agency for _____ Works

Project:

We Here by Produce affidavit that We _____ having our registered office at _____ is willing to participate in the upcoming project of _____. As per the Pre-Qualification Criteria Clause _____, we hereby submit this affidavit and confirm that if our Techno-Commercial Bid is found successful and LOA / LOI is issued, we shall submit MOU with prospective sub-contractor or manufacturer or authorised dealer who has specific experience qualifying the clause _____ of the tender document before agreement.

We understand that if we fail to submit such MOU within specified time as per the affidavit and tender documents, Client has right to take appropriate action including forfeiting the EMD also.

APPENDIX – II: FORMAT FOR FINANCIAL BID
Financial Proposal

With reference to your DTP document dated****, I / we having examined the bidding documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.

I/ W/ hereby submit our Financial Bid/ Price Bid compromising percentage of Total Project Cost above / below / equal with respect to the estimated project Cost (Including applicable GST and including any other taxes) and offer to perform the Project in respect thereof for the following commercial consideration:

Item of Work	Total amount according to estimated quantities	Tendered Rates in Percentage	Above/ Below	Contract Value (in INR)
As per Bill of Quantities attached in Technical Bid. Note: To be paid as per the actual execution of the work				

The Bidding percentage hereby will be applicable in respect to each BoQ items individually. I/ We agree to keep this offer stays valid till the end of the contract.

Estimated amount

Put to tender Rs _____

Deduct _____% Below Rs _____

Net. Rs _____

In Words _____

Estimated amount

Put to tender Rs _____

Add _____% Above Rs _____

Net. Rs _____

In Words _____

Notes 1- All work shall be carried out as per Public Works Department Handbook and other specifications of Division or as directed.

Notes 2- Rates quoted include clearance of site (prior commencement of work and at its close) in all respects and hold good for work under all conditions, site, moisture, weather etc.

Notes 3- All Above rates are inclusive of all taxes excluding GST. GST will be paid extra over the Contract Amount.

Signature of the Contractor

Registrar, GBU

APPENDIX – III: FLOOR PLAN / LAYOUT

(Attached as Separate document)

APPENDIX – IV: BILL OF QUANTITIES

(Attached as Separate document)