



Department of Science and Technology,
Government of Gujarat



VOLUME I
REQUEST FOR PROPOSAL

for

**Selection of Project Management Consultant (PMC)
For Review, Monitoring, Technical Inputs and Construction
Supervision for InCITE & Allied Works
at Gujarat Biotechnology University**



Gujarat Biotechnology University,
GIFT City,
Gandhinagar- 382355

24 March 2026

CONTENT

CONTENT	2
GLOSSARY	3
DATA SHEET	7
1. INTRODUCTION	9
2. INSTRUCTIONS TO BIDDERS	16
3. EVALUATION OF BIDS	34
4. FRAUD AND CORRUPT PRACTICES	37
5. PRE-BID CONFERENCE	39
6. MISCELLANEOUS	40
APPENDIX - I	41
Formats for Technical BID	41
ANNEXURE A: LETTER COMPRISING THE BID	42
ANNEXURE B: General Information of Bidder	46
ANNEXURE C: Power of Attorney for Signing of Bid	49
ANNEXURE D: Format for Bid Security (Bank Guarantee)	51
ANNEXURE E: Technical Capacity of Bidder	54
ANNEXURE F: Financial Capacity of Bidder	57
ANNEXURE G: Bid Checklist	58
ANNEXURE H: Curriculum Vitae (CV)	59
APPENDIX - II: Format for Financial Bid	60
APPENXDIX - III: Scoring Criteria for proposed Key Personnel	61

GLOSSARY

Addendum	As defined in Clause 2.9.1
Applicable Laws	As defined in the PMC 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 a particular Project in accordance with this RFP
Bidding Documents	As defined in Clause 1.3.1
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 Companies Act, 1956 and / or the Companies Act, 2013. Provided that references to any repealed provision contained in the Companies Act, 1956 shall be read as references to the corresponding provision contained in the Companies Act, 2013
PMC	As defined in Clause 1.1.6
PMC Contract	As defined in Clause 1.1.7
Conflict of Interest	As defined in Clause 2.1.13
Crore	Ten million (10,000,000)
Financial Bid	As defined in Clause 1.2.1
Financial Capacity	As defined in Clause 2.2.2
Key Personnel	shall mean the proposed personnel for the Project by the Bidder.
Lakh	Hundred thousand (100,000)
LOA	As defined in Clause 3.3.6
MEP	Mechanical, electrical, plumbing works
Minimum Eligibility Criteria	As defined in Clause 2.2.2
Minimum Technical Marks	As defined in Clause 2.2.2
Net Worth	As defined in Clause 2.2.2
PMC	Project Management Consultant
Project	As defined in Clause 1.1.3
Qualified Bidder(s)	As defined in Clause 1.2.1
Re. or R.S. or INR	Indian Rupee

RFP	Means the Request for Qualification cum Request for Proposal issued by the Authority for selecting the Selected Bidder for the Project
Selected Bidder	As defined in Clause 3.3.3
Site	As defined in Clause 1.1.5
Scheduled Bank	As defined in Clause 2.20.1
Subject Person	As defined in Clause 2.1.13 (aa)
Technical Bid	As defined in Clause 1.2.1
Technical Capacity	As defined in Clause 2.2.2
Technical Document	As defined in Clause 1.2.1
Technical Marks	As defined in Clause 2.2.2

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

DISCLAIMER

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

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

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

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

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

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

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

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

The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of work and obligations of the Selected Bidder set forth in the PMC 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 this RFP. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP 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.

DATA SHEET

1.	Name of the project	Selection of Project Management Consultant (PMC) for Technical Inputs, and Construction Supervision for InCITE & Allied Works at Gujarat Biotechnology University
2.	Tender issued by	Gujarat Biotechnology University
3.	Procurement stages	Single Stage
4.	Cost of Tender Documents	INR. 15000/- (Rupees Fifteen Thousand Only) in the form of DD of Nationalized Bank - Non-refundable by Demand Draft in favour of “The Registrar, Gujarat Biotechnology University” Payable at Gandhinagar
5.	Bid Security/EMD	INR 2,50,000 (Rupees Two Lakh Fifty Thousand only) in the form of Bank Guarantee(“BG”) or Fixed Deposit Receipt(“FDR”) in favour of “The Registrar, Gujarat Biotechnology University” Payable at Gandhinagar. Any exemptions in Bid Security that are claimed by an entity shall be subject to the applicable policy of the state of Gujarat and furnishing of supporting documents in respect of such claim.
6.	Date of issue of the RFP document	24 March 2026
7.	Pre-bid meeting/webinar	The Pre-Bid meeting will be held on 02 April 2026 at Board room, Academic Building, Gujarat Biotechnology University, GIFT City Road, Gandhinagar -382 355 Pre-Bid Meeting for Selection of PMC for InCITE & Allied Works Tuesday, 02nd April · 12:00 – 1:00pm Time zone: Asia/Kolkata Google Meet joining info Video call link:
8.	Last date and time of Submission of bids Technical (Online and Physical) and Financial Proposal (online)	13th April 2026, 18:00 hours IST online and 13th April 2026, 18:00 hours IST for physical hardcopy submission to The Registrar, Gujarat Biotechnology University, Gandhinagar, Gujarat
9.	Opening of Financial Bids.	To be announced
10.	Place of obtaining Tender Documents	The tender can be downloaded from the website: https://tender.nprocure.com/ & https://gbu.edu.in
11.	Authorized Representative	The Registrar, Gujarat Biotechnology University
12.	Email for Correspondence	registrar@gbu.edu.in estate@gbu.edu.in

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

1. INTRODUCTION

1.1 Background

1.1.1 The Gujarat Biotechnology University (hereinafter referred to as “**GBU**” or “**Authority**”) is functioning as an autonomous body under the aegis of the Department of Science & Technology (“**DST**”), Government of Gujarat. GBU is established through the Gujarat Biotechnology University Act, 2018, by the state assembly.

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

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

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

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

1.1.4 The estimated cost of the Project is INR 80 Crores (excluding GST) (“**Estimated Project Cost**”) comprising 65 Crore for the INCITE building and 15 Crore for Allied works. The actual project cost (“**Actual Project Cost**”) would be finalized upon the selection of the contractor (CMA) and the award of works to the CMA in accordance with terms of relevant tender document. The Actual Project Cost shall be revised to reflect the ‘actual cost’ incurred including any additional costs when the allied construction agency is onboarded for any allied work identified by Authority. The Actual Project Cost will include cost of constructing the facilities, the complete civil works,

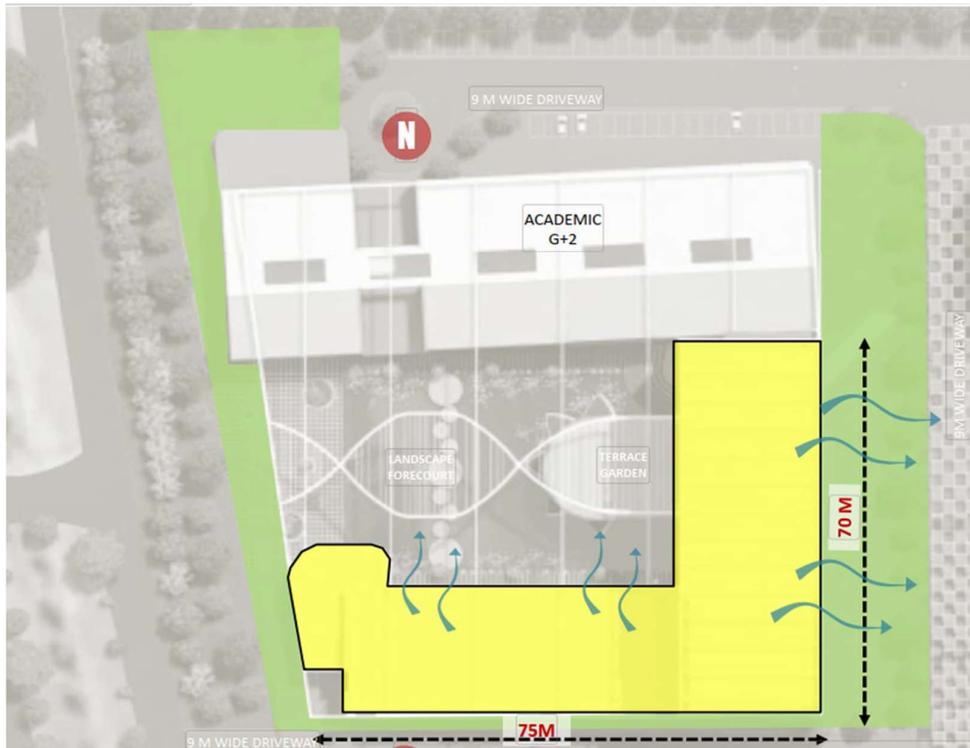


Figure 1: - Proposed Site for INCITE

1.1.6 The Authority proposes to appoint a Project Management Consultant (hereinafter referred to as “PMC”) for technical inputs and construction supervision of the development of **InCITE & Allied works at GBU (“Project”)**.

The PMC’s scope would broadly include but not limited to below mentioned scope:

- ~~review and approval of all the tender documents for the appointment of construction and maintenance agency during the design phase,~~
- review and approval of drawings before the commencement of the construction phase,
- monitoring, technical input, project management and site supervision of the execution at sit during the construction phase, and
- Any additional work within the Vendor’s scope, as instructed by the Client from time to time, shall be deemed included in the scope of work
- post-construction phase support for 1 year after the completion of the Project or as decided by the Authority.

1.1.7 The PMC shall be responsible for discharging its obligations in accordance with the proposed agreement to be signed between the Authority and the PMC (“**PMC Contract**”). The draft PMC Contract has been provided as Volume II of this RFP and the scope of services of the PMC are set out in the draft PMC Contract.

1.1.8 The project site for the development of the InCITE & Allied Works is located at GBU Campus, Gandhinagar.

1.1.9 0.

1.1.10 0. The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of work and obligations of the Selected Bidder set out in detail in the PMC Contract or the Authority's rights to amend, alter, change, supplement or clarify the scope of work or the Project, to be awarded pursuant to the Bidding Documents. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including between this RFP or the PMC 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.

1.1.11 The Authority shall receive Bids pursuant to this RFP and other documents to be provided by the Authority, as modified, altered, amended and clarified from time to time by the Authority (collectively the "**Bidding Documents**"). All Bids shall be prepared and submitted in accordance with such terms on or before the time on the date specified in 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 process (the "**Bidding Process**") for identification of the Selected Bidder.

All bidders (The "**Bidder**", which expression shall, unless repugnant to the context), shall simultaneously submit their relevant qualification details for the purpose of meeting the Eligibility Criteria and Technical Capacity and Financial Capacity; along with the Technical Document (defined later) submission (all foregoing submissions collectively referred to as the "**Technical Bid**"), and the financial proposal with respect to the contract fee ("**Financial Bid**") sought as payable by Authority under the PMC Contract. The Technical Bid and the Financial Bid shall be collectively referred to as bid ("**Bid**").

In the first step, Technical Bids of all Bidders shall be evaluated to determine as to whether they are responsive in terms of Clause 3.2.

In the second step, the minimum eligibility criteria which includes Technical and Financial Capacity as set forth in Clause 2.2.2 of this RFP for undertaking the Project for those bidders who found responsive in the first step.

~~In the third step, the Bidders meeting the minimum Eligibility Criteria as set out in clause 2.2.2 hereof, shall be called upon to make a presentation ("**Technical Presentation**") setting out their proposed methodology and work plan for technical inputs and construction supervision for the project.~~

~~In the fourth step, the Bids shall be evaluated, and Technical Marks will be allocated based on Technical Capacity, Financial Capacity and Technical Presentation as per the allocation set out~~

~~in clause 2.2.2 of this RFP.~~

~~The Technical Presentation along with the Technical Document of the Bidders (i.e. Bidders whose Bids are responsive to requirements hereof and have met the minimum Financial Capacity and Technical Capacity criteria as laid down herein under clause 2.2.2) shall be evaluated by a committee appointed by the Authority on various given parameters such as innovativeness of concepts, items and attractions proposed and shall be allocated marks as per the criteria given in Clause 2.2.2 hereof.~~

~~Only those Bidders (“**Qualified Bidders**”), who score in aggregate at least 65 Marks out of 100 Marks in Technical Marks Scoring (Comprises of Technical Capacity, Financial Capacity and Technical Presentation) as set out clause in 2.2.2 of this RFP, shall be entitled to opening of their Financial Bid. The marks for the Financial Bid shall be allocated with a maximum of 100 marks. The lowest financial quote shall be assigned full marks, and other quotes shall be allocated marks on inversely proportionate basis.~~

~~The Bidder, who pursuant to the evaluation and scoring of Technical Bids, Technical Presentation and Financial Bids, **on weighted average (QCBS) basis of 70 [Technical Bid and Technical Presentation]: 30 [Financial Bid] scores the highest total marks will generally be the Selected Bidder.**~~

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 Bidder will be selected as per clause 3.3.3 of hereof.

The Selected L1 Bidder who is awarded the Project and who executes the PMC Contract subject to and in accordance with terms hereof, will be required to provide services for technical inputs and construction supervision for the project.

- 1.2.2 Intentionally left blank.
- 1.2.3 Any addenda, corrigendum, pre-bid queries or any other document issued subsequent and in reference to this RFP, but on or before the Bid Due Date, will be deemed to form part of the Bidding Documents.
- 1.2.4 The Bid shall be valid for a period of not less than 120 (One Hundred and Twenty) days from the Bid Due Date. In terms of the RFP, a Bidder is required to deposit, along with its Bid, a bid security equivalent to an amount of **INR 2,50,000** (Rupees Two Lakh Fifty Thousand only) as the Bid Security (“**Bid Security**”). The Bid Security will be refundable, not later than 165 (One Hundred and Sixty-Five) days from the Bid Due Date except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the PMC Contract. The Bidders will have to provide Bid Security in the form of a Bank Guarantee signed

by any Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co- Operative Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the circular GR No: FD/MSM/e-file/4/2024/2859/D.M.O dated March 01, 2025 issued by finance department of GOG or further instruction issued by finance department time to time, in the format set out in **Annexure D**. The Bank Guarantee shall be issues in the favor of “The Registrar, Gujarat Biotechnology University” payable at Gandhinagar and the validity period of the Bank Guarantee shall not be less than 165 (One Hundred and Sixty-Five) days from the Bid Due Date, which may be extended as mutually agreed between the Authority and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

The Bidders are invited to examine the proposed site for the InCITE and Allied Works at GBU as outlined in Clause 1.1.5 and Figure 1 to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Project and for providing required services and carrying out obligations, in accordance with the terms and conditions of the RFP and the PMC Contract.

1.2.5 Intentionally left blank.

1.2.6 Any queries or request for additional information concerning this RFP shall be submitted in writing or by fax or e-mail to the officer designated in the Data Sheet via mail to (registrar@gbu.edu.in, Estate@gbu.edu.in)

1.2.7 The pre-bid queries should be submitted in the format specified below to be considered for response and they should be submitted in MS-Excel format & PDF format. Pre-bid queries not submitted in the prescribed format may not be responded to.

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

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

“Queries/Request for Additional Information: RFP for Selection of Project Management Consultant (PMC) For Technical Inputs and Construction Supervision for InCITE & Allied Works at Gujarat Biotechnology University”

1.3 Schedule of Bidding Process

1.3.1 The Authority shall receive Bids for selection of the Selected Bidder(s) pursuant to and in

accordance with the terms set forth in the RFP and other documents to be provided by the Authority pursuant to this RFP, as modified, altered, amended, and clarified from time to time by the Authority (collectively the “**Bidding Documents**”). All Bids shall be prepared and submitted in accordance with such terms as on or before the time on the date specified in this RFP 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
Issue of Bidding Documents	As per Data Sheet
Pre-bid meeting/webinar	As per Data Sheet
Response to Pre-bid meeting queries	As per Data Sheet
Bid Due Date Online in e- Portal (Technical and Financial)	As per Data Sheet
Bid Due Date: Physical Submission, Hardcopy Submission (Technical bid only)	As per Data Sheet
Opening of Technical Bid	To be announced
Technical presentation	To be announced
Opening of Financial Bid	To be announced
Issue of LoA	To be announced
Signing of the PMC Contract	To be announced

2. INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1 General terms of Bidding

- 2.1.1 No Bidder shall submit more than 1 (one) Bid for the Project. A Consortium/joint venture is not allowed in the bid.
- 2.1.2 Unless the context otherwise requires, the terms not defined in this RFP but defined in the PMC Contract shall have the meaning assigned thereto in the PMC Contract.
- 2.1.3 The Bidding Documents can be obtained from the addresses specified herein below. Alternatively, the document can also be downloaded from nprocure website (“**e-Procurement Portal**”)

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

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 Clause 2.1.3 as per the details set out in [Clause 2.11]. The Bidder shall deposit a non-refundable tender document fee of **INR 15,000** (Rupees Fifteen Thousand only) (the “**Document Fee**”) towards purchasing a copy of this RFP. The Document Fee shall be in the form of a demand draft issued by any Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the circular GR No: FD/MSM/e-file/4/2024/2859/D.M.O dated March 01, 2025 issued by finance department or further instruction issued by finance department time to time in favour of “**The Registrar, Gujarat Biotechnology University**”, payable at Gandhinagar. The original copy of the demand draft shall be submitted along with the Bid and the scanned copy of the such demand draft shall be uploaded along with the technical proposal on the e-Procurement portal.

- 2.1.4 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the PMC 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 PMC Contract.

2.1.5 The Bid shall be furnished as per formats provided in Appendix-I of this RFP. The Bid shall include the following:

- ANNEXURE A : Letter Comprising the Bid
- ANNEXURE B : General Information of Bidder & Statement of the Legal Capacity
- 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
- ANNEXURE G : Bid Checklist
- ANNEXURE H : Curriculum Vitae (CV)

2.1.6 The financial Bid shall be submitted on the e-Procurement Portal as per the format specified therein (the “**Financial Bid**”). The format provided in Appendix-II is for illustrative purposes only. The Financial Bid shall be submitted solely by way of online submission and not as hard copy submission clearly indicating a lumpsum amount as fee for providing consultancy services for InCITE and Allied works at GBU (“**Contract Fee**”), in both figures and words, in Indian Rupees, and signed by the Bidder’s Authorized Representative. The Contract Fee shall be paid as per the Schedule in **Article-13** of the PMC Contract (Vol-II of the RFP document). In the event of any difference between figures and words, the amount indicated in words shall prevail. The Financial Proposal and details must only be uploaded on the e-procurement portal of Government of Gujarat and no hard copy of the Financial Proposal must be submitted.

2.1.7 The Bidder shall deposit a Bid Security in accordance with the provisions of this RFP. The Bidder has to provide the Bid Security in the form of a Bank Guarantee, acceptable to the Authority, as per format set forth in Annexure D of Appendix-I.

2.1.8 The validity period of the Bank Guarantee shall not be less than 165 (One Hundred and Sixty-Five) days from the Bid Due Date and may be extended as may be mutually agreed between the Authority and Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable not later than 165 (One Hundred and Sixty-Five) days from the Bid Due Date except in the case of the Selected Bidder (s) whose Bid Security shall be retained till it has provided a Performance Security under the PMC Contract.

2.1.9 The Bidder should submit a Power of Attorney as per the format set forth in Annexure C of Appendix-I, authorizing the signatory of the Bid to commit on behalf of 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 RFP and all attached documents are and shall remain the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Provided however, the intellectual property rights (“IPR”) in respect to design submitted as part of the Bid shall continue to vest with the Bidders who are not entitled to, or do not get paid the honorarium pursuant to non-exercise of or otherwise of the option specified in Clause 3.3.3. 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:

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 disqualification 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 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

- a) a constituent of such Bidder is also a constituent of another Bidder; or
- b) 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
- c) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- d) 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
- e) such Bidder has participated as a consultant or sub-consultant to the Authority in the preparation of any documents, design, or technical specifications of the Project.

Explanation:

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

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 PMC Contract. In the event any such adviser is engaged by the Selected Bidder, as the case may be, after issue of the LOA or execution of the PMC Contract for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the PMC 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 PMC 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 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 completion Project Term.

2.1.16 Intentionally left blank.

2.1.17 Intentionally left blank.

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 shall be a single legal entity & Consortium/Joint venture is not allowed.
- (b) The Bidder shall be a single legal entity. For determining the eligibility of Bidders for their technical qualification hereunder, A Bidder may be a company registered in India under the Companies Act or incorporated outside India under relevant laws of incorporation under country of its origin, or a society registered under Society Registration Act, 1860, or a registered trust under Indian Trusts Act, 1882, or, any other law for registration of public trusts in India, or, a firm incorporated under relevant acts/laws either outside or within India or any combination of the above. The Bidder shall submit incorporate documents in support along with the technical proposal.

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 5 (five) 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.

2.2.2 Minimum Eligibility Requirements to be demonstrated by the bidder is as follows (“Eligibility Criteria”):

- (i) the Bidder must meet the following criteria individually (“**Technical Capacity**”):
 - a) The Bidder shall demonstrate experience having completed at least 1 (one) similar Building Infrastructure Assignment with minimum project cost of each such assignment being 78 Cr in the last 7 (Seven) years immediately preceding Bid Due Date

Or

The Bidder shall demonstrate experience having completed at least 2 (two) similar Building Infrastructure Assignment with minimum project cost of each such assignment being 49 Cr in the last 7 (Seven)

years immediately preceding Bid Due Date

Or

The Bidder shall demonstrate experience having completed at least three (three) similar Building Infrastructure Assignment with minimum project cost of each such assignment being 39 Cr in the last 7 (Seven) years immediately preceding Bid Due Date

AND

- b) The Bidder shall demonstrate experience in successfully implementation of any one building 20,000 sqmt. Built up area of projects with Govt, PSU or Private organizations as a PMC for construction supervision/project management services & commissioning of the system for projects in India in the last 7 years immediately preceding Bid Due Date.

The Bidder shall provide the documentary evidence in support of its credential such as agreement copy/work order / Letter of Award / completion certificate, and/or client certificate or statutory auditor's certificate or Chartered Accountant's certificate, as the case may be, for demonstrating the Technical Capacity. Such documentary evidence shall be duly signed by the authorized signatory of the Bidder.

Note: For the purpose of this RFP

For the purpose of the RFP "**Building Infrastructure /Similar Assignment**" shall mean experience of having completed project management consultancy and/or site supervision and/~~or consultancy~~ works for projects involving civil construction works including MEP and Finishing works for academic/ institutional facilities, corporate & government office buildings, Institutional Buildings, Hospital Building. It is clarified that Building Infrastructure/Similar Assignment Project for the purposes of this RFP shall not mean roads, bridges, dams and transmission tower projects. Experience of completed projects for Building Infrastructure/Similar Assignment would be considered, provided in such projects substantial/partial completion of the project would not be considered.

AND

- c) Financial Capacity: The Bidder shall be required to demonstrate that it has an average annual Turnover of Rs. 2.00 Crore (Rupees Two Crore only) during the last five financial years immediately preceding the Bid Due Date and shall also be required to have positive net worth in the financial year ending 31/03/2025 ("**Financial Capacity**"). In case the date of

constitution/incorporation of the bidder is less than 5 years old, the average annual turnover or actual production in respect of the completed financial years after the date of constitution shall be taken into account for this criterion.

- (ii) The **Govt/PSU/Private** Bidder shall provide the mandatory 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 (~~mandatory for private projects~~), 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.
- (iii) For past experience projects, the value of work executed shall be calculated from the date of completion to the proposal due date and be brought to current costing level by enhancing the actual value of work as per the following table.

Year	Financial Year	Enhancement Factor
Base (Inviting Year)	2025-26	1.00
-1	2024-25	1.10
-2	2023-24	1.21
-3	2022-23	1.33
-4	2021-22	1.46
-5	2020-21	1.61
-6	2019-20	1.77
-7	2018-19	1.95

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 India rupees.

For the purposes of this RFP, "Net Worth" means:

- i. in case the Bidder is a company, Net Worth will mean the aggregate value of the paid-up share capital and all free 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; and
- ii. in case the Bidder is a trust or a society, Net Worth will mean the sum of available corpus and its free reserves.

For the purposes of this RFP, "Turnover" means:

- i. in case the Bidder is a company - the aggregate value of the realization of amount made from design and construction supervision services rendered 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: 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.

Technical Marks: The Bidders shall be provided **Technical Marks** based on their Technical Bid and Technical Presentation. (“Technical Marks”)

The Bidder shall be required to score in aggregate at least 65 marks (“**Minimum Eligibility Criteria**”), pursuant to marks scored basis its Technical Bid submissions and its Technical Presentation, in accordance with terms hereof.

Technical Marks			
S. No.	Criteria	Maximum Marks	Evaluation Criteria
A.	Experience of the Bidder in the Building Infrastructure/ Similar Assignment as mentioned in clause 2.2.2. (II) (a) in the last 7 (Seven) years immediately preceding Bid Due Date.	20	For each Building Infrastructure/Similar Assignment with a total project cost \geq 52 Cr 7 marks , \geq 32.5 Cr 5 marks , \geq 26 Cr 4 marks , Subject to maximum 20 marks in the Category as mentioned in clause 2.2.2. (II)(a).
B.	Experience of the Bidder in the Building Infrastructure/ Similar Assignment as mentioned in clause 2.2.2. (II) (a) in the last 7 (Seven) years immediately preceding Bid Due Date.	15	For each Similar Assignment with minimum built up area for each Similar Project being: \geq 30,000 Sqmt 5 marks , 20,000 > 30,000 Sqmt 3 marks , Subject to maximum 15 marks
C.	Average annual Turnover (minimum average annual turnover requirement for the last 3 (three) financial year preceding the Bid Due Date (subject to Clause 2.2.5)	15	For bidder's annual turnover being: \geq 5 Cr 15 marks , 2.5 > 5 Cr 10 marks , \geq 2.5 Cr 5 marks , Subject to maximum 15 marks
D.	Proposed Key Personnel	20	The Bidder shall submit Annexure-H for each Key Personnel: Team lead – 10 marks Project Manager – 5 marks Quality Control Manager – 5 marks The detailed evaluation criteria for the

			<p>proposed Key Personnel shall be as per Appendix III. Subject to maximum 20 marks</p>
E.	<p>Technical Presentation:- Proposed methodology and work plan to be made and shown at a date and time intimated by Authority</p>	30	<p>The broad criteria's are as follows:</p> <ul style="list-style-type: none"> • Understanding of the project concept and challenges for the InCITE and Allied Works at GBU. • Team Proposed with relevant experience in similar assignments • Approach and methodology towards: <ul style="list-style-type: none"> ○ Reporting framework and methods. Data handover process. ○ Scheduling software based project monitoring approach for document control and site supervision. Demonstration of use of digital tools, reporting tools, Dashboard and sample templets to ensure quantity & quantity checks. ○ Ensuring quality assurance of works at site and certification for National International standards. • Key risks and challenges for timely completion of project, addressing all issues by innovative approach and methodology in a systematic & logically sequential manner • Mitigation measures to address the risks and challenges identified.

Note: ~~A Building Infrastructure Assignment or Similar Assignment submitted by the Bidder shall be considered for evaluation only once against the relevant criteria. To clarify, if a Bidder submits an assignment which qualifies as a Building Infrastructure Assignment as well as a Similar Assignment, in such case the assignment shall be considered for evaluation against for category A, if the Bidder has obtained maximum marks for such category A, the assignment shall be considered for evaluation against category B.~~

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.

2.2.5 The Bid must be accompanied by the audited annual reports of the Bidder for the latest 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/Chartered Accountant specifying the Net Worth of the Bidder at the close of the

financial year preceding the Bid Due Date and also specifying that the methodology adopted for calculating such Net Worth conforms to the provisions of this Clause 2.2.5.

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 auditors/Chartered Accountant 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 For any other form of Bidder, than those specified under Clause 2.2, appropriate calculation methods shall be defined by the Authority prior to commencement of evaluation of Technical and Financial Capacity.

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 Site and ascertaining for themselves the conditions, location, surroundings, Applicable Laws, applicable permits and regulations, and any other matter considered relevant by them for submitting their Bids in response to the RFP.

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 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations 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 PMC Contract; and

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

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

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 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, ~~3.3.4 and 3.3.5~~;
- (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 PMC Contract or after its execution and during the period of subsistence thereof, one or more of the Minimum Eligibility Criteria have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith, notwithstanding anything to the contrary contained therein or in this RFP, in the Bidding Documents and the PMC 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 RFP 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 draft PMC Contract set out in Volume II as part of the Bid Documents shall be deemed to be part of this RFP.

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 & Statement of the Legal Capacity
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
Annexure G:	Bid Checklist
Annexure H:	Curriculum Vitae (CV)

II. Format for Financial Bid

~~III. Scoring Criteria for proposed Key Personnel~~

2.8 Clarifications

- 2.8.1 Bidders requiring any clarification on the Bidding Documents including the RFP may notify the Authority in writing or by fax and 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 the Bid Due Date. The responses will be given on e-mail.
- 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.

2.9 Amendment of RFP

- 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 RFP by the issuance of an addendum (“**Addendum**”) or a corrigendum.
- 2.9.2 Any Addendum issued hereunder shall be uploaded on nprocure.com and it shall be the responsibility of the Bidder to ensure that he has full knowledge to the Bid Documents.
- 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.

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 RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects.
- 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 online on the e-Procurement portal with all scanned pages (in proper resolution) numbered serially and by giving an index of documents. Each page of the documents shall be initialed by the Authorized Representative of the Bidder as per the terms of the RFP. In case the Bid is submitted on the document downloaded from Official Website(n- procure), the Bidder shall be responsible for its accuracy and correctness as per the version uploaded by the Authority and shall ensure that there are no changes caused in the content of the downloaded RFP document. In case of any discrepancy between the downloaded or photocopied version of the RFP and the original RFP issued by the Authority, the latter shall prevail.

The hard copy of the enclosures of proposal shall be placed in a sealed envelope bearing the

subject “**Enclosures of Proposal Selection of Project Management Consultant (PMC) For Review, Monitoring, Technical Inputs and Construction Supervision for InCITE & Allied Works at Gujarat Biotechnology University**” and shall clearly indicate RFP Notice number and the name and address of the Bidder. It shall bear on top, the following:

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

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

The Applicant shall prepare one original set of the Technical Proposal (together with originals/copies of documents required to be submitted along therewith pursuant to this RFP) and clearly marked “ORIGINAL”. In addition, the Applicant shall submit 1 (one) copy of the Technical Proposal, along with Documents, marked “COPY”. Besides the aforesaid hard copy submissions, all the documents of the Proposal under this RFP must also be uploaded to the e-procurement portal of the Government of Gujarat. In the event of any discrepancy between the hard copy original and its copies, the original shall prevail; and in case of any discrepancy between online and hard copy submission, the online submission shall prevail. ~~One set each of Technical Proposal (original and copy) must be submitted as a hard copy at the office of the Authority prior to Bid Due Date as per table in Clause 1.3.~~ Without prejudice to the foregoing requirements in this clause, the Financial Bid shall only be submitted online and not in any event by way of hard copy submission; in which case the Bid shall be summarily rejected as non-responsive.

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**).
- 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 Checklist (Appendix – I - **ANNEXURE G**).
- h. Curriculum Vitae (CV) of the proposed Key Personnel (Appendix – I - **ANNEXURE H**)
- i. A copy of the PMC Contract with each page initialed by the person signing the Bid in pursuance of the Power of Attorney referred to in Clause (c) hereinabove.
- j. 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.
- k. Copy of proof of payment towards cost of the Bid Documents in favour of “The Registrar, Gujarat Biotechnology University” Payable at Gandhinagar.

- 2.11.2 The Bidder shall submit the financial bid on the e-Procurement Portal as per the format specified therein. The format provided at Appendix-II is for illustrative purposes only. The financial bid (the “**FINANCIAL BID**”) shall clearly indicate the total contract fee (“**Contract Fee**”) being

quoted for executing the Project, in both figures and words, signed by the Bidder's Authorized Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail.

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

~~2.11.3 One Copy of the Technical Bid shall be placed in binding and the pages shall be numbered serially. Each page thereof shall be initialed by the authorized signatory. This document shall be placed in a separate envelope and marked "COPY OF DOCUMENTS".~~

2.11.4 The envelopes, specified in Clauses 2.11.1, 2.11.2 and ~~2.11.3~~ shall be placed in an outer envelope, which shall be sealed. All the envelopes shall clearly bear the following identification:

"Bid for Selection of Project Management Consultant (PMC) For Review, Monitoring, Technical Inputs and Construction Supervision for InCITE & Allied Works at Gujarat Biotechnology University" and shall clearly indicate the name and address of the Bidder.

~~2.11.5 Each of the envelopes shall be addressed to the address mentioned in Clause 2.1.3 of the RFP.~~

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

2.11.7 Bids submitted by fax, telex, telegram, 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 provided in Clause 2.1.3 in the manner and form as detailed in this RFP. ~~A receipt thereof should be obtained from the person specified at Clause 2.1.3.~~

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.

2.14.2 The Financial Bid shall be submitted online only on the e-Procurement portal. The Financial

Proposal shall not be submitted physically in hard copy.

- 2.14.3 ~~Generally, the Project shall be awarded to the Bidder with the highest total score as per Clause 3.3.3.~~
- 2.14.4 The opening of Bids and acceptance thereof shall be substantially in accordance with this RFP.

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 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 RFP, the Authority reserves the right to reject any Bid and to annul Bidding Process and to reject all Bids at any time without any liability or any obligation for such acceptance, rejection, or annulment, and without assigning any reason whatsoever. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite fresh Bids here under.
- 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 120 (One Hundred and Twenty) 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

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

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 the form of a bank guarantee issued by a Scheduled Bank in India, 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 165 (One Hundred and Sixty-Five) days from the Bid Due Date, as may be extended by the Bidder from time to time. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalized bank in India is required. For the avoidance of doubt, “**Scheduled Bank**” shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.
- 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 PMC Contract and furnishing the Performance Security in accordance with the provisions thereof. The Authority may, at the Selected Bidder(s)’ option, adjust the amount of Bid Security in the amount of Performance Security to be provided by him in accordance with the provisions of the PMC Contract.
- 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 RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the Bid validity period. No relaxation of any kind on Bid Security shall be given to any Bidder.

- 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 PMC Contract, or otherwise, under the following conditions:
- (a) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice as specified in Section 4 of this RFP.
 - (b) If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by the Bidder from time to time.
 - (c) In the case of Selected Bidder(s) if it fails within the specified time limit -
 - (i) To sign the Letter of Award.
 - (ii) Sign the PMC Contract; or
 - (iii) To furnish the Performance Security within the period prescribed thereof in the PMC Contract.
 - (d) In case the Selected Bidder(s), having signed the PMC 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 Authority to the Bidder.

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 and record the names of the Bidders from whom Bids are received

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

- 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.

3.2 Tests of responsiveness

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

- (a) 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 1.2.4.
- (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) it is not non-responsive in terms hereof; and
- (h) It contains all the information in formats same as those specified in this RFP.

For the avoidance of doubt, the Technical Bid shall only be considered responsive if the Bidder has submitted and uploaded the soft copy of the Technical Bid on the e-procurement website, including all the Annexures and Appendix the scanned copy of the Bid Security in the format mentioned in Annexure D of Appendix I. ~~The Bidder shall also mandatorily submit the two hard copies of the Technical Bid (one original and one copy) in accordance with Clause 2.11.1(a-m) on or prior to the Bid Due Date.~~

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 RFP.

3.3.2 Financial Bids of only Qualified Bidders shall be considered for evaluation.

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, in the **Financial Bid**, quote sought by the Bidder for performance of Project shall comprise the **Bidder quoting the percentage of the estimated cost Project** i.e. **80 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% of the Estimated Project Cost 80 Crore. 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 Estimated Cost of the Project 80 Cr excluding GST. The Bidder shall upload the price bid directly in the financial bid section in the n-procure website.

~~3.3.4 The remaining Qualified Bidders shall be kept in reserve and the second ranked bidder i.e., Qualified Bidder scoring second highest Total Score (“Second Ranked Bidder”) may be declared as the Selected Bidder, in case the Selected Bidder withdraws or is not selected for reasons set out in the RFP. In the event that such Second Ranked Bidder withdraws or is not selected for any reason, the Authority may invite fresh Bids from all Qualified Bidders or annul the Bidding Process.~~

~~3.3.5 In the event that 2 (two) or more Qualified Bidders have the same overall Total Score (the “Tie Bidders”) for the Project, the Qualified Bidder shall be identified as the bidder which has the higher Technical Marks among the bids in the tie. In the event that again 2 (two) or more Qualified Bidders have the same overall total score and Technical Marks, the Selected Bidder shall be identified as the bidder which has higher Financial Capacity.~~

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 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected 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 to acknowledge the LOA, and the next eligible Bidder may be considered.

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

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 1.1.3, based on the percentage above/ below/ equal submitted by the Bidder to priced Estimated Contract value.

3.5.2 The bidder shall fill in percentage rate above/ below/ equal (both in figures and words) of the estimated cost.

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 PMC Contract. Notwithstanding anything to the contrary contained herein, or in the LOA or the PMC Contract, the Authority shall reject a Bid, withdraw the LOA, or terminate the PMC 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 PMC Contract, if a Bidder or service provider, 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 PMC Contract, such Bidder or service provider shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or service provider, 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 PMC Contract or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the 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 /webinar of the Bidders shall be convened at the designated date, time and place provided in the Data Sheet and Clause 1.3 of the RFP. A maximum of 3 (three) representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.
- 5.2 During the course of pre-bid conference / webinar, the Bidders shall be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, at its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.
- 5.3 Applicants are encouraged to submit their respective Bids after visiting the proposed site and after ascertaining of Applicable Laws and regulations or any other matter considered relevant by them. Interested Bidders must send an email to Estate@gbu.edu.in, and registrar@gbu.edu.in requesting the Authority to facilitate the site visit.
- 5.5 Bidders are encouraged to attend the Pre-Bid conferences in person, as a preferred mode over the webinars.

6. MISCELLANEOUS

- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Gandhinagar, Gujarat shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.
- 6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- a) suspend and/or cancel the 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

(From Annexure A to Annexure H)

ANNEXURE – A: LETTER COMPRISING THE BID

Dated:

To

.....
.....
.....Tel:

Fax:

Sub: Bid for Selection of Project Management Consultant (PMC) For Review, Monitoring, Technical Inputs and Construction Supervision for InCITE & Allied Works at Gujarat Biotechnology University, Gandhinagar

Dear Sir,

1. With reference to your RFP 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 acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying such Bid for selection of the Service Provider for the aforesaid Project, and I certify that all information provided in the Bid and in Appendix I & 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 a PMC for undertaking the aforesaid Project.
4. I shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I 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. I certify that in the last 3 (three) years, I 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 declare that:

- a) I have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority.
 - b) I do not have any Conflict of Interest in accordance with Clause 2.1.13 of the RFP.
 - c) I have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice, as defined in Clause 4.3 of the RFP, 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 hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf 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 RFP.
 9. I believe that we satisfy the Net Worth and Turnover criteria and meet(s) all the requirements as specified in this RFP.
 10. I certify that in regard to matters other than security and integrity of the country, I 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.
 11. I further certify that in regard to matters relating to security and integrity of the country, I 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.
 12. I further certify that no investigation by a regulatory authority is pending against our CEO or any of our Directors/ Managers/ employees.
 13. I 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 RFP, we shall intimate the Authority of the same immediately.
 14. I undertake that the Statement of Legal Capacity as per format provided at Annexure – B of the RFP document, and duly signed, is enclosed. The Power of Attorney for Signing of Bid are also enclosed.

15. I 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 PMC under and in accordance with the RFP, I shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify or withdraw the Letter of Award, as the case may be. I further acknowledge and agree that in the event such change in control occurs after signing of the PMC Contract, it would, notwithstanding anything to the contrary contained in the PMC Contract, be deemed a breach thereof, and the PMC shall be liable to be terminated without the Authority/Authority being liable to us in any manner whatsoever.
16. I understand that the Selected Bidder shall be an existing {Company/ Trust/ Society/Firm/.....} incorporated under relevant laws of or from outside India under equivalent law.
17. I 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.
18. In the event of my/ our being declared as the Selected Bidder, I agree to enter into a PMC 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.
19. I have studied all the Bidding Documents carefully and also surveyed the sites. I understand that except to the extent as expressly set forth in the PMC Contract, I 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.
20. The Contract Fee has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, PMC 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 Fee and implementation of the Project.
21. The Bid Security in accordance with this RFP and in the form of a Bank Guarantee is attached.
22. I agree and understand that the Bid is subject to the provisions of the Bidding Documents. Inno case, I shall have any claim or right of whatsoever nature if the Project / service is not awarded to me/us or our Bid is not opened.
23. I agree and undertake to abide by all the terms and conditions of the RFP.

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

Date:
Place:

Yours faithfully,
(Signature of the Authorized signatory)
(Name and designation 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:
2. Brief description of the {Company/Trust/ Society} 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:

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)

(f) Information regarding the role of each Member should be provided as per table below:

S. No.	Name of Member	Role*
1		
2		

* The role of each Member, as may be determined by the Bidder, should be indicated.

(g) The following information shall also be provided for bidder and/or Associate[†]:

Name of Bidder:

No.	Criteria	Yes	No
1.	Has the Bidder/its Associate been barred by the {Central/State} Authority, or any other government institution in India, from participating in any project.		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Bid?		
3.	Has the Bidder /its Associate paid liquidated damages of more than 5% (five percent) of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the last 3 (three) years?		

5. A statement by the Bidder or any of their Associates disclosing material nonperformance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below. (Attach extra sheets, if necessary.)
6. Statement of Legal Capacity

(To be forwarded on the letterhead of the bidder)

Ref. Date:

To,

[†] Provide details of only those Associates whose technical capacity and Net Worth are to be evaluated

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 authorised 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 Selection of Project Management Consultant (PMC) For Review, Monitoring, Technical Inputs and Construction Supervision for InCITE & Allied Works at Gujarat Biotechnology University, Gandhinagar (“Project”) proposed or being developed Gujarat Biotechnology University, Gandhinagar (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 PMC 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.*

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(her einafter referred to as the “Project”) pursuant to the RFP Document dated ***** issued in respect of the Project and other related documents (hereinafter collectively referred to as “Bidding Documents”), we [Name of the Bank] having our registered office at and one of its branches at _____ (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. (Rupeesonly) as bid security (hereinafter referred to as the “Bid Security”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

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 PMC Contract, within the specified time limit.
 - (c) furnish the Performance Security within the period prescribed thereof in the PMC 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..... (Rupeesonly).

3. This Guarantee shall be irrevocable and remain in full force for a period of 165 (One Hundred and Sixty-Five) 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)

Approved Bank: 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 Ahmedabad/ Gandhinagar) as per the GR No: FD/MSM/e-file/4/2024/2859/D.M.O dated March 01, 2025 issued by Finance Department or further instruction issued by Finance department time to time.

ANNEXURE E : Technical Capacity of Bidder

(Refer to Clause 2.2.2 of the RFP)

Form 1: Summary of Experience

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

S.No.	Name of Project	Name of Client	Project Cost (in INR Crore)	Similar works	Completion Date	Status of Project	Category of Project (as per 2.2.2 (II))
1							
2							
3							
4							
5							

Form 2: Project Data sheet

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

Name of Bidder:

Experience: Design / Construction Supervision (Select as applicable)	
Project Name:	Location of Project:
Project Brief (Narrative description of Project)	Current status of the Project:
Description of actual Contract / services provided: Design, and/or Construction supervision	
Name of Client:	Address of Client: Contact phone number and e-mail of Client:
Start date (month/year):	Value of Project:
Completion date (month/year):	Value of Services:

Signature of Bidder

The Project Data Sheets should necessarily be accompanied with notarized certificates from clients for successful completion of Contract, as proof of experience. The proof of the total Project cost, services offered, extent of completion, completion year and description of the services 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.

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 India rupees.

ANNEXURE F : Financial Capacity of Bidder

(to be certified by the statutory auditors/Chartered Accountant of Bidder)

(Refer to Clause 2.2.2 of the RFP)

I.

(In INR Crore)

Bidder Type	Annual Turnover			Net Worth (Close of the preceding financial year)
	31 st March 2025	31 st March 2024	31 st March 2023	31 st March 2025
As on				
Single entity Applicant				
TOTAL				

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

Name & address of Bidder's Bankers:

Instructions:

1. The Bidder shall attach copies of the balance sheets, financial statements and Annual Reports in accordance with Clause 2.2.5 of the RFP. The financial statements shall:
 - a. reflect the financial situation of the Bidder and its/ their Associates where the Bidder is relying on its Associate's financials;
 - 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:

1. * For conversion of US Dollars to INR, 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 India rupees.

ANNEXURE G : Bid Checklist

S. No	Item	Page Number	Checked by Bidder	Checked by Authority
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);			
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 Checklist (Appendix – I - ANNEXURE G)			
8	Curriculum Vitae (CV) of proposed Key Personnel (Appendix – I ANNEXURE H)			
9	A copy of the RFP and PMC Contract with each page initialed by the person signing the Bid in pursuance of the Power of Attorney			
10	Copy of proof of payment of the Rs. 15,000 towards cost of the Bid Documents or DD of Rs. 15,000 in favour of “ The Registrar, Gujarat Biotechnology University” payable at Gandhinagar.			

ANNEXURE H: Curriculum Vitae (CV)
(Refer to Clauses 2.2.2 of the RFP)

Curriculum Vitae (CV) of Key Expert

1. Proposed Position:
2. Name of Personnel:
3. Date of Birth:
4. Nationality:
5. Educational Qualifications:
6. Employment Record:
(Starting with present position, list in reverse order every employment held.)

Certification:

- 1 I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.
- 2 I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes my qualifications, my experience and me.
- 3 I have attached appropriate documentation identifying my relationship with the Bidder with this Curriculum Vitae.

(Signature and name of the Personnel)

Place.....

(Signature and name of the authorised signatory of the Bidder)

Notes:

1. Use separate form for each proposed Key Personnel.
2. The names and chronology of assignments included here should conform to the project wise details.
3. Each page of the CV shall be signed by both digital signature of the key personnel and original signature of the Authorized Representative of the Bidder along with the seal of the firm.
4. Each CV should be accompanied by a self-attested copy of documentary evidence for educational qualification (e.g. degree, certificates, etc.) and work experience.

APPENDIX – II: Format for Financial Bid

Financial Proposal

(Refer Clauses 2.1.6 and 2.1.7)

(For indicative and illustrative purposes only- The Financial Proposal shall only be submitted on the e-Procurement Portal)

Description of services:	Contract Fee as per terms and conditions of the RFP for Selection of Project Management Consultant (PMC) for Review, Monitoring, Technical Inputs and Construction Supervision for InCITE & Allied Works at Gujarat Biotechnology University(GBU)		
S. No.	Project Name:	Consultancy Fees (in % basis of Estimated Project cost) (In figure)	Consultancy Fees (in % basis of Estimated Project cost) (In word)
A.	InCITE & Allied works at GBU		

Note:

- 1. The Consultancy Fee amount shall be specified in both figures and words as stated above.*
- 2. The Consultancy Fee shall be excluding the applicable Goods and Service Tax (GST) and inclusive of all other applicable taxes and duties under the Applicable Laws, which shall be paid in accordance with the PMC Contract.*
- 3. For conversion of US Dollars to Indian Rupees, 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 India rupees.*
- 4. The Total Fees shall be payable based on the value of work executed or the Project Cost or the Estimated Cost, whichever is lower. The consultancy fee shall be calculated on the actual work done/Estimated cost considering excluding GST.**

APPENDIX III : Scoring Criteria for proposed Key Personnel

(in accordance with clause 2.2.2)

Scoring Criteria for proposed Key Personnel by the Bidder is as follows:

S. No.	Position	Scoring Criteria	Maximum Marks
1.	Team leader	Postgraduate in Architecture/Civil Engineering — 5 Marks	5
		Minimum 15 Years of experience after completion of graduation, in Design & Supervision for Infrastructure/Building Sector — 2.5 Marks Experience above 20 years — 5 Marks	5
2.	Project Manager	Postgraduate in Civil Engineering — 2 Marks	2.5
		Minimum 7 years relevant on site experience in handling large scale infrastructure project as a project manager — 1 Marks Maximum 10 years relevant on site experience in handling large scale infrastructure project as a project manager — 2 Marks	2.5
3.	Quality Control Engineer	Graduate in Civil Engineering — 1 Marks Postgraduate in Civil Engineering — 2 Marks	2.5
		Minimum 5 years of experience after completion of graduation in quality assurance of Building/ Urban/ Infrastructure projects — 1 Marks Maximum 7 years of experience after completion of graduation in quality assurance of Building/ Urban/ Infrastructure projects — 2 Marks	2.5
Total score for proposed key personnel			20

Notes: PMC has to submit the below details as a Breakup of cost.

Per month salary of staff

- 1.
- 2.
- 3.

Office Expenses

- 1.

Total expenses on staff deployment.