

**Selection of Master cum Project Management Consultant for Renovation/
furnishings of Space for**

NIDHI-TBI at Savli Technology & Business Incubator, Vadodara

Request for Proposal/Tender

November, 2020

Director,

Savli Technology & Business Incubator [STBI]

Department of Science & Technology, Government of Gujarat

CFC/ EPIP Building, Opp. Netafim – SPARC, Savli GIDC Estate, Manjusar, Savli
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Glossary

Contract Agreement	As defined in Annexure 13
Applicant	As defined in Clause 2.1.1
Authority	As defined in Disclaimer
Bid Security	As defined in Clause 2.20
Conflict of Interest	As defined in Clause 2.1.9
INR, Re, Rs.	Indian Rupee(s)
Key Personnel	As defined in Clause 3.5
Lead Member	As defined in Clause 2.1.1
LOA	Letter of Award
RFP	As defined in Disclaimer
Sole Firm	As defined in Clause 2.1.1
TOR	As defined in Clause 3

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

Disclaimer

The information contained in this Request for Proposal document (hereinafter referred to as "**RFP**") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the **Director, Savli Technology and Business Incubator (STBI)** (hereinafter referred to as the "**Authority**") or any of their 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.

The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers pursuant to this RFP (the "Bid"). 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 this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, 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 depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or 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 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, as the case may be 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.

1. Introduction

1.1. About the Authority and Background of the Project

Savli Technology & Business Incubator [STBI] is set up in close proximity of Savli Biotech Park, within the Savli GIDC Estate of Vadodara with the vision to incubate and thus, nurture start-ups economy by facilitating support to budding entrepreneurs, development of technology-based start-ups thus creating new jobs, investment opportunities and to support infrastructure for the benefit of society thereby contributing towards strengthening the Nation. STBI aims to create a rich eco-system that encourages synergetic development between scientists, technologists, entrepreneurs, investors to spur technology-driven- entrepreneurship, initially in the field of biotechnology, life sciences and related disciplines having socio-economic impact.

Savli Technology & Business Incubator (STBI) was born as Savli BioIncubator [SBInc], a BISS Incubator Project awarded by BIRAC (then, BIRAP of DBT, GoI) to Gujarat State Biotechnology Mission (GSBTM), and hence is a part of the BioNEST Network of Incubators of BIRAC, DBT, Govt. of India. Later, SBInc was also supported by the Industries Commissionerate, Govt. of Gujarat as Nodal Institute. In 2017, the support came from NEB, DST, Govt. of India; and as per the requirement of DST, GoI; STBI has been registered as a separate legal entity as an autonomous institution under the aegis of Dept. of Science & Technology, Govt. of Gujarat; thus, making STBI also a part of network of NEB/ NSTEDB supported Incubators.

STBI strengthens the Innovation Commercialization Ecosystem formed by the DST, Govt. of Gujarat vide its constituent agencies viz. Gujarat State Biotechnology Mission [GSBTM], Gujarat Biotechnology Research Center (GBRC), Gujarat Council on Science & Technology, Gujarat Biotechnology University, etc. as a Nodal agency of Govt. of Gujarat for Technology-based Incubation and Innovation Commercialization; while building close contacts and collaborations with the Universities in Gujarat; Industry Associations; Start-Up Networks; Angel/ Private Investors; Service Industry segments, etc. Start-Up & Innovation Ecosystem Enabling Partners.

STBI has been awarded NIDHI- TBI by NSTEDB of DST, Govt. of India and the current project is essentially about Renovation and Furnishing Works for this NIDHI-TBI.

1.2. Tentative Schedule of the bidding process:

Sr. No.	Event	Date	Time	Venue
1	Floating of RFP/ Tender			On the Website of STBI/ an advt. on STBI Notice Board
2	Last Date of Receiving Queries (RFP) for the Pre-Bid Meeting	11.11.2020	10.00	Through e-mail, and/ or Post
3	Online Pre-Bid Meeting Link: https://gsdcvc.gujarat.gov.in/PreBiddingMeet_05Novbl	11.11.2020	12.30	Only in case of the above link not working, the Pre-Bid meeting shall migrate to: An Alternate Link https://us05web.zoom.us/j/89421969214?pwd=V2FUNGRZcXIzY3ZiYjJiWnY2RS9Rdz09 Meeting ID: 894 2196 9214 Passcode: 9BW2Us
4	Minutes of the Pre-Bid Meeting and/ or Amendment to the RFP/ Tender Document, if any	18.11.2020	18.00	On the Website of STBI/ an advt. on STBI Notice Board
5	Last Date of Submission of RFP	23.11.2020	18.00	o/o STBI, DST, GoG
6	Opening of Technical Bids for Pre-Qualification & Technical Bids Evaluation	24.11.2020	11.30	Conference Room OR O/o Director, Savli Technology and Business Incubator (STBI), CFC/ EPIP Building, Opp. Netafim – SPARC, Savli GIDC Estate, Manjusar, Savli, Vadodara, 391775, Gujarat
8	Opening of Financial Bids	24.11.2020	16.30	
9	Negotiation with L1 & Finalization of Offer	24.11.2020	17.30	
10	Submission of Agreement, Security Deposit & Award of Contract	27.11.2020	17.30	o/o STBI, DST, GoG
10	Inception Meeting	30.11.2020	11.30	o/o STBI, DST, GoG

(Working Days envisaged, Dates are tentative)

2. Instruction to the Consultants

A. General

2.1. General Terms of Bidding

2.1.1. Detailed description of the objectives, scope of services, Deliverables and other requirements relating to this Consultancy are specified in this RFP. In case an applicant firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process individually (the "**Sole Firm**") in response to this invitation. The term applicant (the "**Applicant**") means the Sole Firm, as the case may be. Applications from "**Joint Venture(s)**" OR "**Consortium/a**" would **NOT** be entertained. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.

2.1.2. The Applicants are advised that the selection of Consultant shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority's decisions are without any right of appeal whatsoever. An applicant is eligible to submit only one Bid for entire assignment.

2.1.3. Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Contract Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Contract Agreement.

2.1.4. The Bidder should submit a Power of Attorney as per the format at **Annexure - 2**, authorizing the signatory of the Bid to commit the Bidder.

2.1.5. The Bid should be furnished in the prescribed format, clearly indicating the bid in terms of per cent of Estimated Cost in both figures and words, and signed by the Bidder's authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account. The payment shall be made in Indian Rupees only.

2.1.6. Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.

2.1.7. The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.

2.1.8. The Bidding Documents including this RFP and all attached documents are and shall remain the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Authority will not return any Bid or any information provided along therewith.

2.1.9. A Bidder shall not have a conflict of interest (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, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority including consideration of such Bidder's proposal, 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:

- i. Such Bidder (or any constituent thereof) and any other Bidder (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this qualification shall not apply in cases where the direct or indirect shareholding in a Bidder or a constituent thereof in the other Bidder(s) (or any of its constituents) is less than 1% of its paid up and subscribed capital; or
- ii. A constituent of such Bidder is also a constituent of another Bidder; or
- iii. Such Bidder receives or has received any direct or indirect subsidy from any other Bidder, or has provided any such subsidy to any other Bidder; or
- iv. Such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- v. Such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Bid of either or each of the other Bidder;

2.1.10. 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 in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Contract Agreement. In the event any such adviser is engaged by the Selected Bidder, after issue of the LOA or execution of the Contract Agreement, then notwithstanding anything to the contrary contained herein or in the LOA or the Contract Agreement 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 there under or otherwise, the LOA or the Contract Agreement, 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.

2.1.11. Any award of Contract pursuant to this RFP shall be subject to the terms of Bidding Documents.

2.1.12. Further and other details of the process to be followed at the Bid Stage and the terms thereof are spelt out in this RFP.

2.1.13. Pre-Qualification Criteria:

1. The bidding firm should be more than 1 year old, as evidenced from the Registration Certificate.
2. Annual Turnover (average of last two years) should be at least Rs. 3 lacs, as evidenced from audited Balance Sheet/ Statement of Accounts
3. The team members of the bidding firm should collectively have professional experience of at least five years in designing/ developing Modern Biotechnology/ Molecular Biology/ Cell or Tissue Culture/ Clean-rooms/ Life Science/ Pharmaceutical/ Chemistry based infrastructure like scientific institute/ research facility, preferably, built/ refurbished incubation services (to be marketed/ sub-leased); implemented or under implementation.
4. Each of the Key members of the proposed team should have at least 1 year of professional experience in their respective fields.

2.1.14. Any queries or request for additional information concerning this RFP shall be submitted in writing or by fax and e-mail in the format at **Annexure 10** to the officer designated in Clause 2.11 below. The envelopes/ communication shall clearly bear the following identification/ title/ subject:

"Queries/ Request for Additional Information: RFP-Selection of Master cum Project Management Consultant for development of NIDHI-TBI at STBI"

2.2. Cost of Bidding

The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process. In the event of any contradiction between the details furnished in this RFP and the same obtained through Bidders' own means, the data provided in RFP will prevail.

2.3.1 Bid Processing Fees/Tender Fees

The consultants would be required to pay **Rs. 500/-** (Rupees Five Hundred only) as bid processing fees in the form of demand draft in favour of **"Savli Technology and Incubator (STBI)" payable at Gandhinagar**. The demand draft must be submitted along with the Technical Bid/ Proposal as described in Section 2.10.3. The Demand Draft should invariably, bear the name of the bidding firm in Capital letters, on its reverse side. Proposals not accompanied by bid processing fees shall be rejected outright as non-responsive. The bid processing fees is non-refundable.

2.3.2 Earnest Money Deposit [EMD]

The consultants would be required to pay **Rs. 5000/-** (Rupees Five Thousand only) as Earnest Money Deposit in the form of demand draft in favour of **"Savli Technology and Business Incubator (STBI)" payable at Savli, Vadodara**. The demand draft must be submitted along with the Technical Bid/ Proposal as described in Section 2.10.3. The Demand Draft should invariably, bear the name of the bidding firm in Capital letters, on its reverse side. Proposals not accompanied by EMD shall be rejected outright as non-responsive. The EMD is refundable to un-successful (other than L1, L2 & L3) /non-responsive generally, within 15 days of issue of Letter of Offer and to other

un-successful bidders after receipt of Security Deposit from the selected bidder. Upon acceptance of Offer by L1 & submission of Security Deposit, the EMD of L1 shall be retained while that of L2 & L3 shall be returned. The EMD of L1 is returned upon Completion of works.

2.4. Site visit and verification of Information

2.4.1. Bidders are advised to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water, access to site, weather data, applicable laws and regulations, and any other matter considered relevant by them to facilitate, officers deputed by the authority are generally present on Working Days. Bidders are advised to ensure their presence in advance.

2.4.2. However, 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 in accordance with the Bidding Documents and performance of all of its obligations there under;
- e. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Contract Agreement; and
- f. agreed to be bound by the undertakings provided by it under and in terms hereof.

2.4.3 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 RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

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

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

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

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

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Bids have been opened and the Bidder gets disqualified / rejected, then the Authority reserves the right to take any such measure as may be deemed fit in the sole discretion of the Authority including annulment of the Bidding Process.

2.5.3 In case it is found during the evaluation or at any time before signing of the Contract Agreement or after its execution and during the period of subsistence thereof, that one or more of the pre-qualification conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if the Bidder has already been issued the LOA or has entered into the Contract Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Bidder, without the Authority being liable in any manner whatsoever to the Bidder. In such an event, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority without prejudice to any other right or remedy that may be available to the Authority.

2.5.4 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.

Failure of the Authority to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

B. Documents

2.6. Contents of the RFP

Request For Proposal/ Tender Document		Glossary
		Disclaimer
		Introduction – Background & Tentative Schedule of the Bidding Process
		Instruction to the Consultants
		Terms of Reference
		Evaluation of Bids
		Fraud and Corrupt Practices
		Miscellaneous
Annexure	Annexure 1	Self-Disclosure by the Bidders towards Technical Evaluation
	Annexure 2	Proposal Submission Letter
	Annexure 3	Power of Attorney for signing of Bid
	Annexure 4	Firm's Experience
	Annexure 5	Composition of the Team Personnel, And Task(s) Of Each Team Member
	Annexure 6	Format of Curriculum Vitae (CV) For Proposed Professional Staff
	Annexure 7	Time Schedule for Professional Personnel
	Annexure 8	Activity (Work) Schedule
	Annexure 9	Submission Letter of Financial Proposal
	Annexure 10	Format of Query (s) submission
	Annexure 11	Checklist for Submission
	Annexure 12	Draft Contract Agreement

2.7. Clarifications

2.7.1 Bidders requiring any clarification on the RFP may notify the Authority in writing or by fax and e-mail in accordance with Clause 2.1.14. They should send in their queries before the date mentioned in the Schedule of Bidding Process specified in Clause 1.2. Authority shall endeavour to respond to the queries within the period specified therein, but no later than 3 (three) days prior to the Bid Due Date. The responses will be sent by fax or e-mail. The Authority will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.

2.7.2 The Authority shall endeavour 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.

2.7.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

2.8. Amendment of RFP

2.8.1 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 Addenda.

2.8.2 Any Addendum thus issued will be uploaded on STBI Website. Bidders are advised to keep visiting the STBI Website till the Bid due date. No separate intimations/ advertisements may necessarily be given to this effect.

2.8.3 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 after considering the time required by Bidders to address such amendment.

C. Preparation and Submission of Proposals

2.9. Format and Signing of Bids

2.9.1 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.

2.9.2 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 and put office seal. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid.

2.10. Sealing and Marking of Bids

2.10.1. The Bidder shall submit the Bid in the format specified at Annexure 1 to 13 and seal it in an envelope and mark the envelope as **"Selection of Master cum Project Management Consultant for development of NIDHI-TBI at STBI, Vadodara."**

2.10.2. The bid shall comprise **a single package/ envelope** containing two separate envelopes. Each envelope shall contain separately the technical proposal along with the required fees, Self-disclosure Sheet (as specified in Annexure 1), documents & checklist (as specified in Annexure 11) in one envelope and the financial proposal in the second envelope.

2.10.3. The outer Single package/ envelope should be superscribed with **'BID FOR MPMC for NIDHI-TBI in Savli Technology and Business Incubator (STBI)'** and **'NOT TO BE OPENED BEFORE DEADLINE'**. The inner envelopes should be distinctly marked as **"TECHNICAL PROPOSAL"** and **"FINANCIAL PROPOSAL"** in bold and legible letters to avoid confusion;

The Technical Proposal

The Technical Proposal shall contain two envelopes:

1. **Envelope A:** should be labelled as **'FEES AND SELF-DISCLOSURE SHEET'**
 - a. Bid Processing/ Tender Fees and Earnest Money Deposit (as described in Section 2.3.1 and 2.3.2 respectively) to be enclosed.

- b. Self-Disclosure Sheet in the format prescribed at Annexure 1, while the documents in evidence of the claims, appropriately flagged, shall be part of the Technical Proposal in Envelope B.

2. Envelope B: should be labelled as '**TECHNICAL PROPOSAL**' and should contain the following

- i) Proposal submission Letter in the format of Annexure 2.
- ii) Power of Attorney for signing of bid in the format of Annexure 3.
- iii) Experience of the firm (maximum two pages introducing the firm and associate firm(s) background and general experience, and maximum 20 pages listing completed projects in the format of Annexure 4 illustrating firm and associate firm(s) experience. No promotional material should be included).
- iv) Experts' CVs (no limit but preferably should not exceed five (5) pages for each experts' CV) in the format of Annexure 5 & 6.
- v) Time schedule for professional personnel in the format of Annexure 7.
- vi) Activity (work) schedules in the format of Annexure 8.
- vii) A copy of the Contract Agreement with each page initialled by the person signing the Bid in pursuance of the Power of Attorney referred to in hereinabove.
- viii) Documents in support of the claims made vide Self-Disclosure Sheet (part of Envelope A)

2. Any proposal containing vague and indefinite expressions will be disqualified.

The Technical Proposal shall contain information indicated in the following paragraphs using the Standard Technical Proposal Forms provided in the Annexure 4 to Annexure 8.

- i) A brief description of the organization and outline of recent experience of the Consultant on assignments of a similar nature (as required in Annexure 4). For each assignment, the outline should indicate inter alia, the assignment, estimated project cost and the Consultant's role & project status. Information should be provided only for those assignments for which the Consultant was legally contracted by the client as a corporate entity or as one of the major participating consulting firms within an association. Assignments completed by individual experts working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's Associate(s), but can be claimed by the individuals themselves in their CVs.

- Consultants should be prepared to substantiate the claimed experience if so requested by the Client.
- ii) A concise, complete, and logical description of how the Consultant's team will carry out the services to meet all requirements of the TOR.
 - iii) A work plan showing in graphical format (bar chart) the timing of major activities, anticipated coordination meetings, and deliverables such as reports required under the TOR.
 - iv) A Staffing Schedule indicating clearly the estimated duration and the proposed timing of each input for each nominated expert using the format shown in Annexure 7.
 - v) An organization chart indicating relationships amongst the Consultant and any Associate(s), the Client, and other parties or stakeholders, if any, involved in the assignment.
 - vi) The Technical Proposal shall not include any financial information. Technical Proposals containing financial information may be declared non responsive.
 - vii) The name, age, nationality, background employment record, and professional experience of each professional, with particular reference to the type of experience required for the project, should be presented in the CV format shown in Annexure 6.
 - viii) Higher rating will be given to nominated experts from the consulting firm and associated consulting firms, if any, who are regular full-time employees. The Client defines a regular full-time employee to be a person who has been employed continuously by the Consultant or one of its Associates, for more than twelve (12) months prior to the date of submission of the Proposal.
 - ix) The Client requires that each expert confirm that the content of his/her curriculum vitae (CV) is correct and the experts themselves should sign the certification of the CV. However, in particular cases, the Client may accept a senior officer of the Consultant signing the CVs on behalf of the experts. If, for valid reasons, the experts are unable to do so, and the Consultant's Proposal is ranked first, copy of the CVs signed by the experts concerned must be submitted to the Client prior to commencement of contract negotiations. Note that the need to provide address and fax/e-mail details of experts in the CVs
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of the experts is not considered mandatory. In cases where consulting firms/organizations are prevented from providing such information by prevailing laws in their country, or if Consultants have valid reasons not to comply with the completion of this item, there will be no negative impact on the evaluation of the expert.

2.10.4. A true copy of the technical proposal accompanying the Bid, as specified in Clause 2.10.3 above, shall be placed in hard binding and the pages shall be numbered serially. Each page thereof shall be initialled in blue ink by the authorised signatory and have office seal. This copy of the documents shall be placed in a separate envelope and marked "**Copy of Technical Proposal**".

The Financial Proposal

- i) The financial proposal should be in the form of percentage of Estimated Cost. The Estimated Cost of the Works is Rs. 120 lacs only (i.e. Rupees One Crore Twenty Lacs Only).
- ii) Financial proposals quoting more than 4.15% of Estimated Cost shall not be considered.
- iii) The financial proposal should list the costs associated with the assignment.
- iv) The financial quote should be inclusive all taxes. No additional finance will be provided under any other headings not mentioned in the financial quotation.
- v) All the costs must be expressed in Indian Rupees only.
- vi) All information provided in Consultants' Financial Proposal will be treated as confidential. The Financial Proposal must be submitted in hard copy in a separate envelope using the format shown in Annexure 9.

2.10.5 If the envelope is not sealed and marked as instructed above, Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted. Such bids shall be liable for cancellation.

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

2.11. Address of Communication

2.11.1. Each of the envelopes shall be addressed to:

ATTN. OF: Dr. A. N. Bhadalkar

Designation: Director, Savli Technology and Business Incubator (STBI)

Department of Science & Technology, Government of Gujarat

**Address: CFC/ EPIP Building, Savli GIDC Estate, Manjusar, Savli,
Vadodara – 391775, Gujarat, India**

Phone No: 91-02667-266000-27

E-mail: info-stbi-vdr@gujarat.gov.in, SavliBioincubator@gmail.com

Website: <https://stbi.gujarat.gov.in>

2.12. Bid Due Date

2.12.1 Applications should be submitted before 15:00 hours IST on 11th Nov., 2020. Other details such as the Schedule of Bidding Process, address provided in Clause 2.11, the manner and form as detailed in this RFP Document, may be seen in this document. Applications submitted by facsimile transmission, telex or email will not be accepted.

2.12.2. All applications should be submitted through RPAD speed Post or Courier only. Applications through Hand Delivery shall not be accepted. No applications after the due date shall be considered for the evaluation.

2.12.3 The Authority may, in exceptional circumstances, and at its sole discretion, extend the Application Due Date by issuing an Addendum in accordance with Clause 2.8.3, uniformly for all Applicants.

2.13. Late Bids

2.13.1. 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.

2.14 Rejection of Bids

2.14.1. The Authority reserves the right to accept or reject all or any of the Bids without assigning any reason whatsoever. It is not obligatory for the Authority to accept any Bid or to give any reasons for their decision.

2.14.2. 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.

2.15 Validity of Bids

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

2.16 Confidentiality

2.16.1. 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 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.

2.17. Confirmation of Receipt

2.17.1 The Authority would appreciate you informing by facsimile / Email receipt of letter of invitation.

2.18. Correspondence with the Bidder

2.18.1. The Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

D. Security Deposit

2.19. Security Deposit

2.19.1. The successful Bidder shall furnish as part of its bid a Security Deposit an amount equivalent to **Ten Percent (10%) of the final work order**, in the form of

demand draft of any nationalized/ Scheduled banks in India drawn in favour of **'Savli Technology and Business Incubator (STBI)' payable at Savli, Vadodara**, must be submitted by the successful bidder along with the acceptance of Work Order.

2.19.2. The Earnest Money Deposit of un-successful bidders shall be returned on submission of Security Deposit by the successful bidder.

2.19.3. No interest shall be payable by Authority for the sum deposited as Earnest Money Deposit.

2.19.4. Bank guarantee will be not be accepted as Security Deposit.

2.19.5. The Security Deposit of the successful bidders is generally returned on issue of completion Certificate.

2.19.6. Security Deposit shall be forfeited by Authority in the following circumstances:

- i) If the bid is withdrawn during the bid validity period or any extension thereof.
- ii) If the offer is modified or varied in a manner not acceptable to Authority after opening of the proposals during the bid validity period or any extension thereof.

2.19.7. The Earnest Money Deposited shall be forfeited by Authority if the first ranked bidder withdraws his proposal during negotiations.

3. Terms of Reference

3.1 Techno-preneurship – the way to strengthen Nation’s economy:

Technology-driven entrepreneurship can propel Nation’s earning, much more than the manufacturing and service sectors, in the newer era of knowledge-driven economy. The technology-based businesses, however, have inherent concerns of high capital, longer gestation and such risks. One of the approaches to address these concerns that limit the development of Biotech entrepreneurship is to develop Technology Business Incubators, wherein laboratory spaces equipped with essentials of equipment & consumables are made available to a biotechnopreneur®, so that s/he can focus on the technopreneurial aspects. Such Incubator can also provide much needed sophisticated instrumentation, technology management & business acceleration services, as also necessary mentoring.

3.2 About Project

The Government of Gujarat with support from the BIRAC of the Dept. of Biotechnology, Ministry of Science & Technology, Government of India has set up Bio-Incubation facilities at the CFC/ EPIP Building in the Biotechnology Park at Savli near Vadodara. A brief description of the project is as under:

3.2.1 Vision for the Technology and Business Incubator

STBI envisions developing “a globally competitive technology-driven cluster/an ecosystem, initially centred around the Bio-Incubator & Savli Biotech Park by creating best-in-class infrastructure which catalyses the long term socio-economic growth and development of the sector”.

3.2.2 Project Layout

A Bio-Incubator admeasuring ~1409 sq. m. has been developed in the CFC/EPIP Building in the Savli GIDC Estate near Vadodara/Baroda amidst the emerging Vadodara-Ahmadabad Bio-Industry Corridor. An area of ~7800 sq. ft. is to be developed into Modular Laboratories, Clean Rooms, Common Instrumentation Facilities, Shared Laboratories, Fab Lab./ Tinkering Lab., etc. and the current tender is for the purpose of this ~7800 sq. ft. of shell space having walls & false ceiling in some areas partially. The bio-incubator would provide the much-needed critical

support to the start-up companies by nurturing innovative ideas into successful technology-oriented business proposition.

3.2.3 Components of Bio-Incubator

The key components of the Bio-Incubator spread over three floors in the EPIP/CFC Building are:

- Modular labs & Office Spaces: Dedicated & shared spaces
- Common Instrumentation Facility
- Pilot/ Scale-up Facility
- Plant Tissue Culture Facility
- Bio-Business Accelerator comprising of Knowledge Management Centre and Business Development Centre.

3.3 Scope of Current Work:

3.3.1 Scope of Work of Consultants

From amongst the existing building, **an area of 8700 sq. ft. [750 sq. ft. (1st Floor) + 2550 sq. ft. (2nd Floor) + 5400 sq. ft. (3rd Floor)]** is to be converted into part of Biotech Incubator having specified components – like Dedicated Modular Labs (3900 sq. ft.), Shared Labs (1800 sq. ft.), Common Instruments Facility (1050 sq. ft.), Clean Rooms & associated spaces (1200 sq. ft.) and a Fabrication Lab (750 sq. ft.). **The space has to be developed within 15 weeks** from the date of issue of Work Order to the selected PMC [considering ~7 weeks for the procedure for tendering & selection of contractor(s) and not more than 8 weeks for the refurbishing & refurnishing works of 8700 sq. ft. space].

3.3.1.1 General Scope

The scope of work of the consultant shall include but not limited to the following:

- A. Prepare the detailed designs on the basis of the preliminary concept prepared by the Authority and evaluate the cost and estimates of the designs that would be finalized;
- B. Advise the authority on requirement of subsequent tenders, prepare the BOQs, complete tender document for selecting the agency/agencies, undertake the floating of (e)-tender, its technical and financial evaluation and preparation of

- complete document, pre-bid meeting(s), recording the proceedings and preparation of documents for enabling the final selection of agency/agencies for execution of work;
- C. Undertake entire work of supervision of the implementation of Project;
 - D. Procure the infrastructure, equipment, devices etc. required to carry out any measurement & the cost for the same shall be borne by the Consultant;
 - E. All necessary manpower, machineries, equipment etc. shall be arranged and paid by the consultant only;
1. Keep a Project Coordinator available for Meetings/ Appraisals/ Consultations, etc. in Vadodara;
 2. Shall have his/her supervisor/representative available at the site of the Project at EPIP/ CFC Building, Savli BT Park, Vadodara whenever the situation demands;
 3. Render to the Authority every assistance for all technical services, guidance or advice on any matter concerning the technical, engineering, and financial aspect of the project including periodical interactions with State Govt. or Central Govt., or any other authority as and when required, etc;
 4. Collect necessary data and drawings from concerned authorities as and when required. STBI will recommend the concerned department/agencies to provide help to consultant in this matter;

3.3.1.2 Scope for Project Management Consultancy

- I. The main scope of work for project Management Consultancy for infrastructure works to be carried out in consultation with the Authority;
 - A. Take actual measurements at STBI and accordingly design and evaluate the cost and estimates of the designs that would be finalized by the state Government;
 - B. Prepare the complete tender document for selecting the agency;
 - C. Undertake the floating of tender, its technical and financial evaluation and preparation of complete document;

D. Pre-Bid meeting, recording the proceedings and preparation of documents for enabling the final selection of agency for execution of work;

E. Undertake Project Management tasks needed for execution of the Work

- (1) Checking line of the works fixed by contractors.
- (2) Checking level as and when required of works in progress.
- (3) Quality management & testing of materials.
- (4) Day to day supervision of works.
- (5) Checking measurement of works.
- (6) Checking running bills prepared by the contractor.
- (7) Reporting to STBI for progress and quality etc. of work

II. Consultant shall do PMC consultancy work under consultation of STBI and as per detailed scope of work as under:

1. The consultant shall exercise powers and authority as well as perform all the duties, liabilities, functions and obligations as "Officer in Charge" except for the following for which the officer in Charge shall submit proposals for obtaining specific approval of the competent authority in STBI, before taking any action, in general any matter involving financial liabilities on the employer shall be referred to employer.

2. The Consultant shall obtain prior approval of the STBI in respect of

- i. Approving subletting of the work.
- ii. Granting claims to the agencies.
- iii. Ordering suspension of the work.
- iv. Waiving off the penalty and arranging the repayment of compensation for delay.
- v. Determining an extension of time.
- vi. Issuing a variation order.
- vii. Ordering any works/test beyond the scope of the contract.
- viii. Determining rates for the extra items/extra work.
- ix. Any variation in the contract condition. Approval to designs submitted to the contractors.
- x. Issuing any kind of certificates to the contractor.

3. Immediately on award of work, with in a week's time, the consultants shall set up a site office under the Team Leader who will be in constant charge of the direction and control of the work. The Authority will facilitate in providing site office.

4. The Team Leader shall visit the work site personally from time to time at least thrice a month for ascertaining that the work is being carried out satisfactorily and for studying the problems on the spot and giving necessary clarifications/directions.
 5. The consultant shall engage and retain for this purpose, adequate supervisory staff as agreed upon between the client and the consultant. The supervisory staff shall consist of skilled and experienced technical people and the consultant shall undertake to keep a qualified and experienced technical Resident/Site Engineer who shall always be in charge of the works and be available on the site until the project is completed.
 6. The consultant shall issue Power of Attorney in favour of Resident Engineer authorizing him to raise and accept bills, to give instructions to the contractors, to prepare measurement bills and the payments and to communicate with contractors and STBI. The above authorization should be submitted immediately on execution of agreement with the consultant.
 7.
 - (a) The Supervisor shall be available at the site to receive instructions on behalf of the consultants which may be given from time to time either by the STBI Officer/Engineer or by any Inspecting Officer.
 - (b) The contractor will submit bar/CPM chart of the work to consultant. The Consultant shall study the same in detail if required necessary correction shall be made and contractor shall be asked to submit the revised bar/CPM chart. The same after approval and duly signed shall be submitted to STBI.
 8. The consultant shall ensure that all observations made during the periodic visits by various inspecting officers about the quality of work are attended by the contractor(s).
 9. The consultant shall deploy adequate staff at the site of work for supervision and exercising adequate and constant day-to-day technical supervision over the construction including layout checking, checking requirements of material and their procurement in time, checking their quality conformance to approved specifications and accepted standard.
 10. The consultants shall provide and maintain at their cost, own vehicles required for use in connection with their assignment.
 11. The consultant shall provide an electronic/ soft copy all works done by him, in editable formats, to the authority.
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12. The consultant shall be fully responsible in their capacity as consultants for the soundness and correctness of all works executed assuming responsibility of the conformity of the work to the approved plans, and specifications and conditions of contract applicable to the work in question.

13. Any approval / concurrence by the client to consultant's instructions, preliminary or detailed engineering, design, drawings and estimates shall in no way absolve the consultant from ensuring sound construction and performance as per the specification of the scheme as a whole. The appointment of any engineering staff by the client at the site of the work shall not in any way diminish the responsibility of the consultants in this respect.

14. The consultant shall not have any objection to the client maintaining any civil engineering staff (the office space for whom will be provided separately by the client) at its own cost at the site of works to carry out work and duties allotted to them by the client in respect of works at the site of other areas. In this case during inspection of such authorities the consultant shall produce necessary records drawings, documents etc. to the inspecting officer.

15. The contractor shall submit bill to the client / consultant to check, verification, scrutinize etc.

The consultants shall check, scrutinize and certify that the work measured and recommended for payment are fully consistent with the type, measurement quality and specifications prescribed in the agreement entered into with the contractor(s). In the matter of approving such bills, the consultant shall conform to the rules and instructions issued by the STBI from time to time. The consultants shall be deemed to guarantee the correctness scrutinized, checked or issued by them, as to the quality control of the work concerned. The STBI or its authorized representative (s) may also check a certain percentage of the measurements and bill as felt necessary as per instructions issued by the client from time to time.

The Consultant shall have to submit the measurement sheets of R.A. Bills within 2 days to STBI which have been submitted by the contractor for approval.

16. The consultant shall supervise the work. Also for check measurement of hidden items to be done jointly by the consultant's staff in the presence of the contractor or his authorized representative before execution of such items of work. The consultants shall affix their signature as a token of their check.

17. The consultant shall prepare draft of minutes of meeting of progress review meeting etc. that will be held in the presence of STBI, P.M.C. and the Contractor. The soft and hard copy of the same shall be submitted to STBI within three days. After same being approved by STBI, delivered to the P.M.C. and the contractor. Consultant/ P.M.C. shall see that points mentioned in minutes of meeting are strictly followed & complied.

18. The consultant's special responsibility shall be to scrutinize and approve the Quality Management Plan prepared by the contractor and ensuring compliance with its requirements and the instruction received from the client or its representative from time to time during the execution of the work. Additional actions listed in the following scope for generating such Quality Management realization have been indicated hereunder. Each Quality Control requirement needs to be stitched into the overall Quality Management Plan to realize a total Quality Control Management function. The Quality Management Plan shall include the following points, but is not limited to them:

a. Prepare a manual containing Quality Management Plan including Quality Control procedures and check lists for approved to materials and methods at various stages of construction and a system for maintaining records of work and test results with prior approval from Engineer-in-charge.

b. Following approval to the Quality Management Plan by STBI the consultant will monitor and instruct the contractor in its day-to-day implantation including advising on the organization of laboratory and equipment requirements at site and demonstrate the different work procedures and maintenance of records.

c. Checking on the Contractors construction methods, sequence of operations and temporary works needed for ensuring quality of output and safety during construction.

d. Suggest and approve the system/methodology of temporary works, including staging, shuttering, suggested, adopted by the contractor to ensure the quality and safety during the construction.

e. Monitoring the implementation of the Quality Management System and various other suggestions made by the Officers of the STBI by periodical visits compiling and analysing the test results and advising on necessary remedial / corrective action in time

f. Furnishing weekly reports on monitoring of Quality Control to the STBI covering the above-mentioned aspects and any other important points relevant to quality of work and the extent of his inputs

g. Submitting a final report on quality aspects of the entire job on its completion

h. Some of the subtasks to be included, but not limited to under the above stated scope of the Quality Management plan are:

i. To prepare comprehensive check lists for each item of work and guidelines for quality control/quality assurance operations. The Quality Management Plan to be prepared by the contractors will include the following. The P.M.C. shall prepare checklist for each item before execution. The same shall be verified (levels & dimensions, spacing of bar, cover etc) by P.M.C. and submit copy of the same once in a week to STBI duly signed.

a.	Materials, Equipment, workmanship and end products.	Type of tests and frequency at source and at site as applicable.
b.	Degree of quality control measures	Acceptability criteria as per tender specifications.
c.	Quality Checks	Rectifications/corrective actions, surveillance, review, technical appraisal performance.
d.	Records, reporting & documentation.	Formats for records keeping, reporting, and analysing.

i) To formulate and implement Management Information/ Reporting formats, Approval slips or pour cards prior to commencement of work, Progress reports, Financial forecasts, Data Sheets, Registers etc.

ii) To analyse the various results of laboratory and field tests carried out, prepare and submit reports to the Authority, and suggest remedial measures, if any to mitigate shortcomings.

iii) To check & advise the centering and shuttering and other temporary works proposed to be erected by the contractor. The Consultant shall have to give his suggestions / rectifications if any for that.

iv) To check and approve all items of work before commencement. For all important items of work like concreting operations the consultant's Engineer shall supervise the operation throughout.

v) To advice and approve construction methods, sequence of operations and program for work proposed by the contractor.

vi) To ensure that all the work is in line, level and vertically and the finishing are as per the approved drawings.

vii) To develop a format of "Workmanship Index" in respect of all primary activities carried out for each items of work, so that qualitative assessment of the project can be generated to facilitate acceptance criteria for reference and records.

viii) The team leader shall have to attend site inspections and progress review meetings with the higher officer etc. of the Authority whenever required. The Team Leader shall have to inspect the site at least twice a month till completion of project.

ix) To carry out periodic (at least 4 times) site inspections during the defect liability period and submit the reports for the same as per the format approved by the Authority. In case of any defects found, the consultant shall have to

(a) Provide necessary supervision during entire repairing period at site;

(b) Carry out joint principal inspection (detailed inspection) at the end of defects liability period and advising on remedial measurements for defects, if any, discovered.

x) To submit weekly progress reports to STBI. Covering physical progress against targets, financial forecast, analysing of test results and suggestions for corrective actions, quality aspects compliance with tender specifications/provisions and suggestions for wiping out back-logs if any. The progress reports shall also include the Consultant's inputs on the job for the period of reporting and any other observations.

20. Under the intimation of STBI, Consultant shall have to consult design consultant and arrange that all the detail drawings shall be issued to the contractor from design consultant well in advance. No work shall be held up as a whole or part due to non-availability of detail drawing during execution.

21. To maintain the register for drawings in the format suggested by Engineer-in-charge

22. To maintain the register for Material received and to record the above details at site with necessary copy of bill, royalty pass etc. in mutually agreed format.

23. To maintain Material consumption registers in the mutually agreed format(s) and send the same to the Engineer-in-charge of STBI for approval at the end of every month.

24. To control the Material distribution for the work and daily records for actual consumption of Material and standard consumption of Materials

25. To check the Works Schedule for the work and maintain the record for the same in the mutually agreed format(s)

26. To maintain site visit register and issue the instructions accordingly to the contractor if required and submit the register at the end of every month to the Engineer-in-charge (STBI) for information and necessary action.

27. The consultant would be responsible for checking the materials, workmanship, and soundness of all components of structures keeping in view Q.A. checks and safety standards. Consultants shall submit weekly and monthly progress reports as per the directions of the client and should also submit recommendations in regards to extra items with supporting site records and also supervise field tests on materials structures etc. in accordance with predetermined schedules. The consultant shall also maintain adequate records to ensure proper certification of bills for the work done for payment to contractors, including recommendations of extension applications, extra items variation statements, Quality and quality checks for all bills etc., in forms prescribed by STBI. The consultant should also hold fortnightly review meeting with the STBI and contractors and co-ordinate follow up actions. The consultant should depute adequate and qualified staff for execution of project. The consultant should maintain staff attendance register at site indicating arrival and departure of the staff at site and shall be made available for inspection whenever required by the STBI whenever particular staff of P.M.C. is on leave, P.M.C. shall arrange alternative staff and inform about the same to STBI. So that progress of the work is not hampered. The report about the presence of P.M.C. staff is to be submitted to STBI at the end of every month.

28. The consultant shall not have any objection to the works being inspected by any other agency appointed by the client for inspection of the same.

29. The consultant shall exercise complete day & night supervision during construction period of the assigned work, ensuring quality control in accordance with tender stipulations, specifications, drawings and site conditions. The quality control shall be exercised at all stages of construction, viz. approval of materials thereof in proper proportion including prescribing norms for tests periodically and acceptability criteria and workmanship at all stages of execution of individual items of work.

30. The consultant shall suggest to client modifications, if any, towards compliance of the spaces under development, to applicable authorities for Biological projects.

31. The consultant shall suggest to client modifications if any, due to site conditions and advising regarding cost variations on account of extra items and excess on the contract.

32. The consultant shall ensure regular and timely flow of working drawing, structural drawings and other details/instructions from the design consultants.

33. The consultant shall check and scrutinize the drawings supplied by the Design consultants and sort out the discrepancy if any in the drawings in consultation with the Officer-in-charge and relevant consultant and release the drawings for execution to the Contractor.

34. The consultant shall monitor the progress by using modern methods of control such as computerized CPM and submission of progress reports of work executed weekly. The Consultant shall prepare draft minutes of meeting for the progress review meeting submit the same in soft and hard copy of STBI. Both financial and physical progress reports with reference to prefixed targets will be prepared. Constant review of progress within prescribed time and cost parameters, will have to be done by the Project Manager who will also suggest improvements from time to time.

35. The consultant shall undertake complete administration and management of contract till end of the contract and payment of final dues to the Contractor.

36. The consultant shall check 'As-Built' drawings submitted by contractor stage wise and submit to STBI with the progress of work both in soft and hard copies.

37. The consultant shall undertake preparation of Maintenance Manual in respect of contracted work and further advise the client by periodical (minimum four inspection) inspection during the defects liability period on maintenance requirement, if any.

38. The consultant shall undertake verification of work during execution and on completion and submitting certificate of completion of work along with completion report in 5 copies. The Project Manager will prepare this certificate and furnish the same to the STBI.

39. The consultant shall carryout verification, by taking and recording joint measurements of the final bill to be submitted by the contractor, preparation and

finalization of final bills, as per items and conditions of contract agreement and certificate for release of final payment by the STBI.

40. The consultant shall advise the client with regard to extra claim/disputes if any, till the cases are settled. The consultant will also be required to brief the legal adviser /legal consultant of the client on cases pertaining to the work.

41. The consultant shall render to the client; every assistance, all technical services, guidance or advice on any matter concerning the technical and engineering aspects of the project including periodical interaction and through invited experts on specific subjects with client's prior approval.

3.4 Project Team/ Skill-sets Needed:

- A. The Consultant would be required to form a multi-disciplinary Project Team/ having diverse skill-sets as would be required for such an assignment, consisting (but not limited to) of Architectural expertise, Engineering/ Instrumentations expertise, Electrical & HVAC expertise, all aspects of Clean Rooms, etc.
- B. In addition to the above Project Team, the bidding firm should have either on roll – full time or part time, or as associate/ consultant(s) to advice on HVAC, Plumbing, etc. matters. In addition to Key Personnel, the consultant is required to deploy adequate number of supporting technical staff.
- C. The consultant shall ensure that at all times during the fieldwork the Supervisor, accepted to the client shall take charge of the operations of the Personnel in the field. The Project Manager shall be responsible for liaison in the field between the consultant and the client.

3.5 Progress Milestones and Reports/ Documents

The consultant shall accomplish the following stages of Progress and submit progress reports (5 copies) in the timelines indicated therein OR when, not mentioned therein, once in two weeks that shall include Minutes of site meeting with the contractor, which the consultant has convened, to the STBI commencing from the Work Order to the Execution Agency/ies up to the completion of the works. After the issue of the completion certificate, these reports shall be submitted at quarterly interval, until the end of maintenance period.

Stage I

A. Inception: Inception Meeting with STBI Officials to be accomplished within 01 (one) week from the date of issue of Letter of Offer [Notwithstanding the time needed for accomplishing requirements of Legal Agreement/ work order (M)] — In any case, the Inception Report should be submitted within 1 week from the date of issue of Work Order i.e. within M + 1 week. The Inception report shall include but not limited to the following:

- Mobilization Plan;
- Detailed approach and methodology;
- Time Frame and task allocation;
- Key Personnel and Supporting Staff along with deployment schedule;
- Data requirements;

Stage II

B. Engineering Designs - Within 10 (ten) days from the Work Order — i.e. within M + 10 days. The submission of Engineering Designs subsequent to finalization of design(s) shall include but not limited to the following:

- Prepare a layout including equipment facilities, different types of laboratories, Ancillary support facilities; incorporating the Common Equipment Library; Pilot and scale up Laboratory; etc.
- Study & place the modular labs;
- The final submission will incorporate all revisions deemed relevant following receipt of suggestions and comments from the Authority.
- The report will be submitted within 01 (one) Week from the Acceptance of Draft Design Report after Submission to the Authority.
- The Final Report along with the Layout and plan shall also be submitted in hard copy as well as in a Compact Disc (different formats: editable, easily viewable, etc.).

Stage III

C. Preparation of BOQs, Cost Estimates, undertaking Tendering Process, etc.: Within 03 (three) Weeks from the date of agreement/work order — i.e. within M + 3 weeks.

The preparation of BOQs shall include but not limited to the following:

- Review of the BOQs & the Cost Estimates (M + 2 weeks);
- Submission of revised BOQs & the Cost Estimates [Submissions be in physical/hard copy as well as in a Compact Disc (different formats: editable, easily viewable, etc.)];
- Floating the (e)-tender, should be accomplished within M + 3 weeks

The PMC shall also be required to:

- The Tender should be floated for duration of 21 days unless directed for, by the authority at that stage
- Undertake Pre-Bid Meeting as advised by STBI, solving the queries of the bidders and accepting the bids of the bidders
- Undertake Pre-Qualification, Scrutiny, Selection exercises and recommend the same to STBI
- Help in Selection of executing agency/ies; Ensure timely completion of the project
- Appointment of contractor and mobilization at site, etc.

Stage IV

D. Quality Management Report: The final submission will incorporate all revisions deemed relevant following receipt of suggestions and comments from the Authority. The report will be submitted within 02 (two) days from the Selection of the Execution Agency/ Contractor by the Authority [Notwithstanding the time needed for accomplishing requirements of Legal Agreement/ Work Order]. Elaborate directives have been specified vide 3.3.1.2 No. 18 of this document.

The PMC shall ensure Design Quality Control through Quality Management Report/ Manual.

The Quality Management Report shall include but not limited to the following:

- Manual for Quality Control Procedures;
- Check list for approved materials at various stages of construction;
- Complete quality management plan for the premises;

The PMC shall ensure In-coming Material Quality Control through Quality Management Inspections & Supervision by ensuring that every in-bound/ coming material is from amongst the List of approved materials at respective stage of construction.

The PMC shall ensure Total Quality Management by ensuring TQM Practices in every task/ works.

Stage V

Post Appointment of the Executing Agency/ies i.e. Contractor(s), the PMC shall supervise all aspects during Mobilization of Resources at the site as also every work being undertaken.

E. Civil/Partitioning, Plumbing, Electricals, etc. Works Completion Report:

The Civil/ Partitioning, Plumbing, Electricals, etc. Works Completion Report will report all works executed by the agency as approved by the authority incorporating revisions deemed relevant following receipt of suggestions and comments from the Authority. The report will be submitted within 01 (one) Week from the completion of afore-said works and typically within 2 weeks from mobilization to the site.

F. HVAC, Interiors & Furnishings, etc. Works Completion Report:

The HVAC, Interiors & Furnishings, etc. Works Completion Report will report all works executed by the agency as approved by the authority incorporating revisions deemed relevant following receipt of suggestions and comments from the Authority. The report will be submitted within 01 (one) Week from the completion of afore-said works and typically within 2 weeks from completion of the Civil/ Partitioning, Plumbing, Electricals, etc. Works.

Stage V A and V B would have been accomplished at the stages of completion of 50% and 80% works (of awarded costs) respectively.

Stage VI

H. Final Report: The final submission will report all works executed along the revisions deemed relevant following receipt of suggestions and comments from the Authority, within a period of 7 to 8 weeks from the date of issue of Work Order to the Execution Agency/ies. The report will be submitted after the completion of all works by the execution agency/ies.

3.6 Period & Payment of Assignment

The breakup of the period of Assignment as per the Terms of Reference is as follows:

Sr. No	Output	Payment	Time span for Output
1	Award of Mandate		M
2	Advance on Inception & submission of Bid Security, etc.	5 % of the total fees after Acceptance of offer, agreement and producing bank guarantee – i.e. accomplishing Stage II	M+ 1 Week
3	Finalization of the design		M + 10 days
4 a	Finalization of BOQs & the Cost Estimates (subsequent to review & revision(s)) and Floating of the Tender Documents	10 % of the total fees	M + 3 Weeks
4 b	Encourage more bidders to apply for the Tender, Pre-Bid, etc.	-	M + 4 Weeks
5	Undertake PQ, etc, Opening of Price Bid, etc. exercises leading to Selection of Agencies, Issue of Work Order(s), mobilization of the agency(ies) at the site	10 % of the total fees - - i.e. accomplishing Stage III	M + 6 weeks
6	Quality Management Report(s)	5 % of the total fees i.e. on accomplishing Stage IV	After selection of the agency/ies for execution of work.
7	On Completion of 50% of EPC Works (of awarded costs)	20 % of the total fees i.e. on accomplishing Stage V A	01 Month from the Mobilization at the site
8	On Completion of 80% of EPC Works (of awarded costs)	20 % of the total fees i.e. on accomplishing Stage V B	06 Weeks from the Mobilization at the site
9	On Completion of all works (physical completion at site)	20 % of the total fees i. e. on accomplishing Stage VI	08 Weeks from the Mobilization at the site
10	On completion of defect liability/ Maintenance period of contractor(s)	10 % of the total fees	02Weeks from the completion of defect liability period
Total Payment		100%	

- Progressive payments shall be released by way of amount Proportionate to the final estimate of Running bills based on the value of certified bills of contractors duly accepted by STBI.
- The fees for rendering Project Management and Master Consultancy Services inclusive of interiors, providing (installed) equipment and services as mentioned above will be on absolute basis i.e. fixed amount basis. No variation in the fee shall be considered whatsoever, other than for the one described below. Service tax as applicable will be paid extra.
- The above table does not include the time taken for granting approvals by Government of Gujarat (GoG)/ STBI/ Government of India (GoI). No compensation

will be given to consultant if project gets extended under any reason except as agreed by Authority.

- Acceptance means, after submission of reports and after the Consultant has made presentations to the Government of Gujarat (GoG)/ Authority/ Committee/ Board of Directors /Government of India (GoI), the Authority will issue a letter of acceptance along with comments / suggestions of the Authority on the report;
- The Consultant shall whenever required make presentations before competent authorities from time to time for securing approval from GoG / GoI in connection with the Services and whenever advised by Authority in consultation with the Consultant;
- All invoices will be paid by the client within 2 weeks of the submission of the same to the client by the consultant;
- The Authority intends to form a Steering Committee (SC) for this assignment and all the works and reports prepared by the Consultant will be discussed in the SC and on the basis of the recommendations of the SC, the Authority shall accord approvals to such works and reports with or without modifications.

3.7 Data & Facilities to be provided by the client:

- All the plan layout, plot details, of site, if required;
- All the relevant preliminary & secondary information, relevant documents wherever available with client;
- Act as a facilitator wherever necessary for this project;

3.8 Custody of Drawings/ Reports/ Data etc

- Original drawings/Maps/Atlas/data/charts/photocopies of classified documents and all other documents received from the client shall remain in the custody of the Consultant during the period of assignment only and shall be used exclusively in connection with the Services and shall not be made use of for any other purpose.
- These shall be carefully preserved by the Consultant till the completion of the job and shall be handed over to the client on preparation of final report or on termination of the contract.

3.9 Property of the Client

- All work submitted to the client by or under the authorship and signature of the consultant shall be the professional responsibility of the consultant.
- All data collected, studies, design layout developed for this assignment shall be the property of the client and to be submitted to the client in editable & easily viewable soft copies and in hard copies.

3.10 Responsibilities of the Client

1. The Authority shall inform concerned authorities to support consultant for collection of data required for the activities to be carried out by the Consultant.
2. The Authority shall also inform concerned authorities to provide past records, data to Consultant as and when required.
3. All the details/ information furnished by the Authority shall be verified by the consultant, if any discrepancy is found by the consultant, the same shall be brought to the notice of the Authority along with comments and recommendations.
4. The Authority will provide preliminary drawings, details and data available.

3.11 Penalty in cases of delay and/ or default

1. Subject to operation of Force Majeure, timely delivery of milestones and concurrence to the Quality & Specifications shall be the essence of this assignment. The PMC shall ensure the same within the prescribed period unless extended with penalty.
2. In case of delay in concurrence to any of the timelines, on the part of the PMC, a penalty @ 0.1% per Day, subject to maximum of 10% of Order value will be charged for delayed period.
3. The penalty on per day basis at the rate of 0.1% of the total value of the Order shall be applicable for default in any of the deliverables inclusive of Quality Management, delay in the works of the executing agency/ies due to negligence/ lack of promptness or any such defaults, etc. by the PMC.
4. In case the Consultant shall at any time neglect or refuse to or being unable to perform any of the duties devolving upon him under this Agreement due to his

default or otherwise by breach of any of the provisions or conditions contained in the agreement and which on their part require to be observed and complied with, STBI shall be entitled to terminate the agreement, by giving to the Consultant seven days' notice in writing. In such an event, the Consultant shall deliver to STBI all designs, drawing, data specification and other documents prepared in connection with the work, both in hard form as well as electronic form. STBI will have the right to get the incomplete work executed through any other agency at the cost and risk of Consultant.

- 5.** In case the consultant is proved incompetent for handling such a project for any other reason, STBI shall be entitled to terminate the agreement upon seven days written notice to the Consultant. The decision of STBI, Gandhinagar will be final and binding in such cases.

4. Evaluation of Bids

4.1. Opening of Bids

4.1.1. The Technical proposals shall be opened as per clause 1.2 of this document. If possible consultant may depute their representative to be present at the time of opening of proposals.

4.2. Test of Responsiveness

4.2.1. Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:

- i. it is received as per the format at Appendix 1 to 14;
- ii. it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.13.3;
- iii. it is signed, sealed, bound and marked as stipulated in Clauses 2.10 and 2.11;
- iv. it is accompanied by the Bid Security as specified in Clause 2.21.1 ;
- v. it is accompanied by the Power(s) of Attorney as specified in Clauses 2.1.4 and 2.1.4, as the case may be;
- vi. it contains all the information (complete in all respects) as requested in this RFP and/or Bidding Documents (in formats same as those specified);
- vii. it does not contain any condition or qualification; and
- viii. it is not non-responsive in terms hereof.

4.2.2. 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.

4.3. Evaluation of Bids

4.3.1. The proposals shall be evaluated as per the parameters set below and ranked accordingly.

A. Technical Evaluation:

4.3.2. Both the technical and financial Proposals shall be marked separately. The technical proposal shall be evaluated on the following parameter and the marks shall be given accordingly:

1. Turnover of the bidder is as per the Pre-Qualification Criteria
2. Prior experience of the bidder in carrying out similar and related assignments.
3. Qualification and experience of the key personnel of the proposed team for the study.
4. Prior experience of the proposed team in carrying out similar and related assignments.

4.3.3. Based on the above technical factors, each consultant would be assigned a technical score out of 100. The weightage for technical proposal may be further segregated into 20% - firm's turnover; 40% - firm's experience for similar and related assignments; 15% - qualification & experience of the project team; and 25% - experience for similar and related assignments of the project team.

B. Financial Evaluation:

4.3.4. The price bids of only technically qualified bidders would be opened for further consideration. The consultant (L1) who has quoted the lowest price will be given a score of 100. The consultants will be allotted score relative to the score of L1, which will be as below:

$$sf = 100 \times \mathbf{F_L/F}$$

Where: Sf = The financial score of the Financial Proposal being evaluated

F_L = The price of lowest priced Financial Proposal

F = The price of Financial Proposal under consideration

C. Weightage of Technical and Financial Bid

4.3.5. The score of technical proposals would be given 70% weightage and that of the financial proposals would be given 30% weightage. The weighted total score of both the Technical and Financial proposals shall be used to rank the Consultants. The first ranked consultant may then be called for negotiations.

4.3.6. The detailed contents of each Financial Proposal will be subsequently reviewed by the Client. During the examination of Financial Proposals, the Client's staff and any others involved in the evaluation process will not be permitted to seek clarification or additional information from any Consultant who has submitted a Financial Proposal.

4.3.7. Financial Proposals will be reviewed to ensure that the figures provided therein are consistent with the details of the corresponding Technical Proposal.

4.3.8. Financial Proposals will be checked for computational errors, and prices will be corrected and adjusted as necessary.

4.3.9. The total price for each Financial Proposal will be determined.

4.3.10. The Client reserves the right to reject, at its sole discretion, any or all evaluated Financial Proposals and if necessary, calls for submission of new Financial Proposals.

4.4. Contacts during Bid Evaluation

4.4.1 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.

4.5. Negotiations

4.5.1. Negotiations will be scheduled with the first ranked bidder. Negotiations will commence with a discussion on the proposal, proposed methodology, staffing and any other suggestions on improving the ToR. Agreement must then be reached on the final ToRs, the staffing, Bar Charts, which will indicate activities, staff, and periods in the field and in the office, staff months, logistics and reporting. Then financial negotiations will be carried out.

4.5.2. After successful negotiations with the first ranked bidder, Authority shall issue Letter of Intent/Offer (LOI) to the first ranked bidder for carrying out the assignment. If negotiations do not reach any conclusions and the first ranked bidder withdraws his proposal, Authority may then call the second ranked bidder for negotiations.

4.5.3. No information on the evaluation and ranking of consultants' proposal will be disclosed to any person other than those directly concerned with the selection process. Any consultant who tries to influence the evaluation, ranking or contract, will be liable to be rejected.

4.6. Award of Contract

4.6.1. After completion of negotiations for the consultancy services, the Client shall award the contract to the selected Consultant and promptly notify the other Consultants who were not technically qualified and also the consultants who were technically qualified but were not selected finally, that they were unsuccessful.

5. Fraud and Corrupt Practices

5.1. The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority shall reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant 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.

5.2. Without prejudice to the rights of the Authority under Clause 5.1 hereinabove, if an Applicant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Applicant shall not be eligible to participate in any tender or RFQ issued by the Authority during a period of 2 (two) years from the date such Applicant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

5.3. For the purposes of this Clause 5, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOA or has dealt with matters concerning the Contract Agreement or arising there from, 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); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Contract Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the

- Contract Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
- (b) "Fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the 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 Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

6. Miscellaneous

6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Ahmedabad 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 Applicant in order to receive clarification or further information;
- (c) pre-qualify or not to pre-qualify any Applicant and/ or to consult with any Applicant in order to receive clarification or further information;
- (d) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Applicant; and/ or
- (e) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Applicant.

6.3 It shall be deemed that by submitting the Application, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

Annexures

Master cum Project Management Consultant for Renovation/ Furnishing Works for NIDHI-TBI housed at STBI, DST, GoG and located at CFC/EPIP Building in Savli Biotech Park, Vadodara

Annexure I: SELF DISCLOSURE BY THE BIDDER TOWARDS TECHNICAL EVALUATION PART OF THE TENDER BID FOR PMC FOR THE NIDHI-TBI AT STBI@CFC/EPIP BUILDING, SAVLI GIDC ESTATE, VADODARA

Sr. No.	Bidding Agency: _____	Date of Registration: _____ (Pl. append certificate)					
<i>Detailed Break-up of the points #</i>		Pl. enter values here					
1	Average Turnover (over last 2 years) (Max: 20 Marks)	2018-19	2019-20	Average	2020-21 (if available)	Marks <i>To be filled by Authority</i>	Pl. include documentary evidence towards the claims and also refer the same by tags such as Flag 1 A, 1 B, 1 C, 2 A, ...
	Average Turnover (over last 2 years) of the Bidder - ≤ Rs. 1 lac = 3 marks; > Rs. 1 lacs = 7 Marks; > Rs. 3 lacs = 13 marks; > Rs. 5.0 lacs = 20 Marks;						Pl. append attested copies of Audited Statement of Accounts - Indicate them with Flags such as 1a, 1b, etc. in the Technical Proposal Document
2	Experience of the Bidder (Max: 40 Marks)						
A	Number of Projects[#] (@ 3 Marks/every Cat. A works; @ 1.5 Marks/every Cat. B works and @ 0.5 Marks/every Cat. C works- Max: 20 Marks)	A	B	C	Remarks, if any	Marks <i>To be filled by Authority</i>	Pl. append self-attested evidences in support of your claim *
B	Area of the Work[#] (in Sq. ft.) (@ 1 Marks/every 100 sq. ft. of Cat. A works; @ 0.5 Marks/every 1000 sq. ft. of Cat. B works and @ 0.1 Marks/every 1000 sq. ft. of Cat. C works- Max: 10 Marks)	A	B	C	Remarks, if any	Marks <i>To be filled by Authority</i>	Pl. append self-attested evidences in support of your claim *
C	Nature of the Works undertaken (@ 2 Marks/every Turnkey or MCPMC or Only PMC Works undertaken; @ 0.25 Marks/every Only Designing types of Works undertaken; Pl. give number of works done in the above mentioned categories - Max: 10 Marks)	Turnkey	McPMC	PMC	Only Designing	Marks <i>To be filled by Authority</i>	Pl. append self-attested evidences in support of your claim *
3	Skill-sets of the Team for this assignment (Max: 15 Marks)	Educational Qualification	%	Total Exp. In Industry (yrs.)	Remarks, if any	Marks <i>To be filled by Authority</i>	
A	Specialized Biotechnology Facility Development such as Clean Rooms (or preferably, BSL Facilities) [Range: 0 to 3 Marks] Name: _____						Pl. append self-attested evidences in support of your claim *
B	Engineering/ Instrumentation [Range: 0 to 3 Marks] Name: _____						Pl. append self-attested evidences in support of your claim *
C	Electrical Engineering [Range: 0 to 3 Marks] Name: _____						Pl. append self-attested evidences in support of your claim *
D	Technical / Managerial Staff [Range: 0 to 3 Marks] Names: _____						Pl. append self-attested evidences in support of your claim *
E	Support Staff [Range: 0 to 3 Marks] Names: _____						Pl. append self-attested evidences in support of your claim *
4	Experience[#] of the Team envisaged for this assignment (in terms of No. of projects) (4 Marks for every Cat. A works exp.; 2 Marks for every Cat. B works exp.; 0.25 Marks for every Cat. C works exp.) (Max: 25 Marks)	A	B	C	Remarks, if any	Marks <i>To be filled by Authority</i>	
A	Team Leader / Project Manager [Max.: 5 Marks] Name: _____						Pl. append self-attested evidences in support of your claim *
B	Supervisor [Max.: 5 Marks] Name: _____						Pl. append self-attested evidences in support of your claim *
C	Electrical Engineer [Max.: 5 Marks] Name: _____						Pl. append self-attested evidences in support of your claim *
D	Technical / Managerial Staff [Max.: 5 Marks] Names: _____						Pl. append self-attested evidences in support of your claim *
E	Support Staff Max.: 5 Marks] Names: _____						Pl. append self-attested evidences in support of your claim *
SUB-TOTAL (1+2+3+4)							
#	Pl. refer to Annex. 4 Part B for Category of Works & Nature of Works	In absence of self-attested documentary evidence, the claim may not be entertained/ considered.					

Annexure 2

Proposal Submission Letter

To,

The Director,

Savli Technology and Business Incubator (STBI)

Department of Science & Technology, Government of Gujarat

CFC/ EPIP Building, Opp. Netafim-SPARC, Savli GIDC Estate, Manjusar,
Vadodara – 391775, Gujarat, India

Subject: Selection of Master cum Project Management Consultant for development of NIDHI-TBI at STBI, Vadodara

Sir,

I / We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated 05.11.2020. We are hereby submitting our Proposal as per the prescribed formats in One single sealed & appropriately labelled package containing sealed & appropriately labelled separate envelopes. The envelope containing "Technical Proposal" contains 01 original and 01 copy of the Technical Proposal. The Financial Proposal is submitted in a separate envelope titled "Financial Proposal".

I/ We declare that:

- (a) I/ We have examined and have no reservations to the RFP document, including any Addendum issued by the Authority.
 - (b) I/ We do not have any conflict of interest in accordance with Clauses 2.1.9 and 2.1.10 of the RFP document; and
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 5.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
-

(d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Clause 5 of the RFP document, 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.

If negotiations are held during the period of validity of the Proposal, i.e., before <date>, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:

Full Name: _____

Designation: _____

Name of Firm: _____

Address: _____

Encl: (1) TECHNICAL PROPOSAL - (2 Copies) in separate envelope for each copy.
(2) FINANCIAL PROPOSAL- (1 Copy) in separate envelope for each copy.

Annexure 3

Format for Power of Attorney for Signing of Proposal (On Rs. 300 Stamp paper duly Notarised)

POWER OF ATTORNEY

Know all men by these presents, We _____ (name and address of the registered office¹) do hereby constitute, appoint and authorize Mr./ Ms. _____ (name and residential address) who is presently employed with us and holding the position of _____ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental for **Master cum Project Management Consultant for development of NIDHI-TBI at STBI, Vadodara**, including signing and submission of all documents and providing information/ responses to Authority in all matters in connection with our Proposal.

We hereby declare that all acts, deeds and things done by our said attorney pursuant to this Power of Attorney shall always be deemed to have been ratified by us and done by us.

Dated this the _____ Day of _____ 20__

For

(Name, Designation and Address)

Accepted

_____ Signature)

(Name, Title and Address of the Attorney)

Date: _____

Note:

1. 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.
2. 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.
3. A certified copy of the appropriate resolution/ document conveying authority to the person signing this Power of Attorney shall be enclosed in lieu of the Power of Attorney.

¹ In case of partnership firm : name and address of principal office of the partnership firm to be provided

Annexure 4
Part A

Firm's Experience

Relevant Design Consultancy Services Carried Out in the Last Ten Years That Best Illustrate Qualifications

Part A Summary of Relevant Project Experience of the Firm

Sl. No	Name of the Project	Project Cost	Service Provided by the staff of Consulting Firm	Start Date Duration	Consultancy Fee for the Project (in INR) Incl of all taxes	Status of Consultancy service	Status of Project	Ref Page. No.
1								
2								
3								

Part B Details of Relevant Project Experience of the Firm

Using the format below, provide information on each relevant assignment for which your firm/ entity has been legally contracted to and has implemented/ has the following assignments under implementation:

(i)	Assignment Name	
(ii)a	Name, address and Contact details of the Client	
(ii)b	Location/ Address of Works	
(iii)	Category of Works	
	[From amongst the following Categories: A. Experience in carrying out Project Management Consultancy for developing Clean Rooms/ Cell-culture etc. based infrastructures, such as scientific institute/ research/ manufacturing facilities especially, incubation services (to be marketed/ sub-leased) projects; B. Experience in carrying out Project Management Consultancy for developing modern biotechnology/ Molecular Biology/Plant Tissue Culture, Life Science/ Pharmaceutical infrastructures, such as scientific institute/ research facilities especially, incubation services (to be marketed/ sub-leased) projects; C. Experience in carrying out Project Management Consultancy for developing Chemistry based infrastructures, such as scientific institute/ research/ manufacturing facilities OR Any other than above two categories	
(iv)	Nature of Works*	Turnkey/ McPMC/ Only PMC/ Only Designing/ Other (pl. specify)
(v)	Value of the Works in INR (Give year in parentheses)	
(vi)	Area of the Works (sq. ft.)	
(vii)	Time Duration	
(viii)	Has any member who worked on this project, been considered for this proposed assignment of Authority? If yes, provide name and role.	
(ix)	Narrative Description of the Scope of work of the Project	
(x)	Description of Actual Services provided by your Staff	
(xi)	Status of the Study (If the study is not completed, please mention what stage/s of the study has been completed so far).	

*Nature of works = Turnkey includes Construction and McPMC includes Designing with PMC

IMPORTANT: Please provide a copy of work order and/ or a copy of completion certificate from the client, wherever applicable. The submitted testimonial MUST contain detail description of work (Scope of Work and TOR) carried out by the consultant. Only those assignments would be considered for the evaluation for which the documentary proof, i.e. client certificate or work order, have been provided.

Firm's Name: _____

Annexure 5

Composition of the Team Personnel, And Task(s) Of Each Team Member²

1. Technical/Managerial Staff							
Sr. No	Name of the Member	Proposed Position	Name of Firm	Employment Status (regular / part time / associate/ others – Pl. specify)	Education Qualification	No. of Years relevant experience	

2. Support Staff							
Sr. No	Name of the Member	Proposed Position	Name of Firm	Employment Status (regular / part time/ associate/ others – Pl. specify)	Education Qualification	No. of Years relevant experience	

² Please include CVs of each of the team member in the format prescribed in Annexure 6. Pl. refer to Section 3.4 for details regarding Project Team; Section 4.3.2 for Technical Evaluation that considers Strength & Experience of the Team.

Annexure 6

Format of Curriculum Vitae (CV) For Proposed Professional Staff

- (i) Name of Person :
- (ii) Proposed position for this assignment : (Only one Candidate should be nominated for each Position as sought)
- (iii) Designation :
- (iv) Date of Birth :
- (v) No of Years with present Employer :
- (vi) Education :

Name of Degree (Graduate onwards)	College and University	Specialization	Year of Passing

- (vii) Relevant Experience :

Please provide details of relevant assignments, with respect to task assigned for the proposed study (as mentioned in (ii) above). Kindly provide following information for each assignment:

Name of Assignment	Name of Client	Time period	Description about assignment	Your role (Team/ Project leader, Sector Expert)	Time spent

- (viii) Employment Record :
- (Starting with present position, list in reverse chronological order, for every employment held)

Name of Employer	Position held	Duration	Job Responsibility

(ix) Total No. of Years' Experience :

Total No. Of years in Consultancy Service	
Total no. of Years in services other than Consultancy services	
Total Experience	

(x) Certification

I, the undersigned, certify that to the best of my knowledge and behalf, this Bio data correctly describes myself, my Qualifications and my experience.

Signature of Team Member

Date

Note : The CV must be signed by the person whose CV is given. Only those CVs would be considered, which are signed by the concerned persons (Sign of authorized signatory other than the person whose CV is submitted, would not be considered.)

Annexure 7

Time Schedule for Professional Personnel

- Please provide PERT chart of the work schedule. Provide Completion dates of various milestones.
- Also provide staffing schedule, which should mention, detail schedule of each member of the proposed team, assignment which would be carried out by them, timeframe during which they will work etc.

Sr. No.	Name	Position	Reports Due/Activities	Weeks ³ (in the form of a Bar Chart)											Remarks		
				1	2	3						14		15	
1.																	
2.																	
3.																	
4.																	

Full-time: _____ Part-time: _____
 Reports Due: _____
 Activities Duration: _____

Signature: _____
 (Authorized Representative)
 Full Name: _____
 Title: _____

³ From the date of issue of Work Order to the successful bidder for PMC works

Annexure 8
Activity (Work) Schedule

A. Field Investigation and Study Items:												
		Week⁴ wise Program (in form of Bar Chart) <i>[1st, 2nd, etc. are weeks from the start of assignment]</i>										
Sl. No.	Item of Activity (Work)	1st	2nd	3rd					14th	15th

B. Completion and Submission of Reports	
Reports	Programme: (Date)

⁴ From the date of issue of Work Order to the successful bidder for PMC works

Annexure 9

Submission Letter of Financial Proposal

To,

**Director,
Savli Technology and Business Incubator (STBI)
Department of Science & Technology, Government of Gujarat**
Block No. 11, 9th Floor, Udyog Bhavan, Sector 11,
Gandhinagar – 391775, Gujarat, India

Subject: Selection of Project Management Consultant for development of Bio-Incubator at Vadodara.

Reference ***, Letter no: _____ dt: _____

Sir,

I/ We, the undersigned, offer to provide the consulting services for “**Master cum Project Management Consultant for development of NIDHI-TBI at STBI, Vadodara**” in accordance with your Request for Proposal dated <date> i.e. the date of publication, and our Proposal (Technical and Financial Proposals). The fees of PMC services will be ___% [*Amount in words per cent*] (including Service tax) of total estimate cost of the project, including interiors and services. No variation on this fee shall be sought. **This amount is inclusive of all taxes.**

Please note that the financial proposal does not contain any conditions and is submitted as per the prescribed format. In case of any discrepancy, our firm will be solely responsible for the same. Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. <Date>.

We understand you are not bound to accept any Proposal you receive.
We remain,

Yours faithfully,

Signature_____

Full Name_____

Designation_____

Name of the Firm_____

Address_____

Annexure 10

Format for Query (s) Submission

Queries - Selection of Master cum Project Management Consultant for development of NIDHI-TBI at STBI, Vadodara

Sr.No.	Page No.	Clause No.	Subject	As per Bidding document	Clarification sought	Clarifications to be given by the Authority



Annexure 11

Checklist for Submission

Bidder(s) are requested to organize their Proposals as per the following checklist in the manner set forth in the Article 2 of this document:

Outer Envelope – appropriately super scribed ‘BID FOR Master cum Project Management Consultant for development of NIDHI-TBI at STBI, Vadodara’ and ‘NOT TO BE OPENED BEFORE DEADLINE’	
Technical Bid	
Envelope A - labelled as ‘FEES AND ‘TECHNICAL PROPOSAL’	Tick (✓)
1) Bid Processing/ Tender Fees	
2) Earnest Money Deposit	
3) Self-disclosure Sheet - in the format at Annexure 1, with the documents in evidence of the claims (in prescribed formats, wherever applicable), self-attested and appropriately flagged.	
4) Proposal submission Letter in the format of Annexure 2.	
5) Power of Attorney for signing of bid in the format of Annexure 3.	
6) Experience of the firm in format of Annexure 4.	
7) Experts’ CVs (no limit but preferably should not exceed five (5) pages for each experts’ CV) in the format of Annexure 5 & 6.	
8) Time schedule for professional personnel in the format of Annexure 7.	
9) Activity (work) schedules in the format of Annexure 8.	
10) Documents to substantiate the claims made in Self-Evaluated Disclosure (as per Annexure 1), self-attested and with flags appropriately mentioned	
11) Copy of the ‘Technical Proposal’ containing items 3) to 11)	
Envelope B	Tick (✓)
12) Submission letter of Financial Proposal in the format of Annexure 9 as a SEALED ‘ENVELOPE B’ .	

Both the Envelopes A and B be kept in a third outer ‘Envelope C’ which should be sent to STBI, Savli, Vadodara.

Annexure 12

Draft Contract

This CONTRACT (hereinafter together with the Annexures (1.Terms of Reference, 2.Time Schedule for Professional Personnel, 3.Activity (Work) Schedule) attached hereto called the Contract) is made on the _____ Day of _____ 20___, between Director, Savli Technology and Business Incubator (STBI), Department of Science & Technology, Government of Gujarat having its office at CFC/ EPIP Building, Opp. Netafim-SPARC, Savli GIDC Estate, Manjusar, Savli, Vadodara, on the one part (hereinafter called the **Authority**, which expression shall unless repugnant to the context, include its successors and assignees) and _____ a company / partnership firm incorporated under the Indian Companies Act, 1956 with its corporate office at _____, India (hereinafter called the Consultant, which expression shall unless repugnant to the context, include its successors and assignees).

WHEREAS,

(A) the Client has requested the Consultant to provide consulting services (hereinafter called the Services) necessary for "**Master cum Project Management Consultant for development of NIDHI-TBI at STBI, Vadodara**"

(B) The Consultants has agreed to provide the Services on the terms and conditions set forth in this Contract.

NOW THEREFORE the parties hereto hereby agree as follows:

1.0 Services

The Consultant shall perform the Services under this Contract in accordance with the Terms of Reference as mentioned in Section-3 of this RFP document hereto. The consultant will also be required to take into consideration all the suggestion made by Authority/ Steering Committee during each stage of the study. The consultant will be required to address all such suggestions / queries as long as there is no major deviation from the Scope of Work and detailed TOR.

The Consultant would follow a methodology to carry out the proposed study. The methodology should be such as prescribed in his Technical bid and as finalised in the Inception Report.

Any modifications in the report or in plans and sections as are required due to reasons attributable to consultants or if any additional work relevant to the study (which is within the

scope of the work) is required to be carried out for preparation of reports of high professional quality (as agreed in the terms of reference- Section-3 of RFP document) and acceptable to the approving authorities shall be carried out without any additional compensation.

1.2 Commencement Date

The Consultant will commence the services as soon as possible but not later than 15 days after the Client has given to the Consultant notice to proceed with the Services (Letter of Intent).

1.3 Additional Work

If, in the opinion of the Client, it is necessary to carry out any work outside of the Terms of Reference for the purposes of the Project in addition to the Services, the Consultant shall carry out such additional work and with the prior authorisation of the Client. The charge for the Personnel required for such additional work would be as per the Person-Month quoted by the bidder and mentioned in Annexure-11. Also, if there are any out of pocket expenses, such expenses would be paid as mutually agreed.

In case there is any dispute about determining whether any work proposed is within or outside the Scope of proposed TOR, the decision of client shall be final and binding on the Consultant.

1.4 Other Documents

RFP document including any amendments made to it at the bidding stage, Consultant's bid offer documents, Terms of Reference, Inception Report, Interim Report, Draft final Report, Final Report, Tender document, Bid evaluation reports and shall form part of the Contract.

2.0 Personnel

2.1 Personnel

(a) The Services shall be carried out by the personnel specified in Annexure - 6 hereof (hereinafter called the Personnel) for the respective periods of time indicated therein. The Consultant may, with the prior approval of the Client, make minor adjustments in such periods as may be appropriate to ensure the efficient performance of the Services, provided that such adjustments will not cause payments made under the Contract to exceed the cost estimates referred to in Section 4.1.

- (b) Except as the Client may otherwise agree, no changes shall be made in the Personnel. If for any reason beyond the reasonable control of the Consultant it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience and which is found eligible and acceptable by the client. The consultant must take prior approval of client before the replacement takes place.
- (c) If, any time during the study, it is found that the person, as mentioned in Annexure – 6, not performing the task which they were to perform, instead some other person/s are performing or if the consultant replaces any person without knowledge of the client, in such case the client may accept such a person if such a person is found of equal or more caliber. However, such a replacement would not be binding on the client and the client reserves the right to cancel the contract with a prior notice and after providing an opportunity of being heard to the consultant.
- (d) In the event that any person specified in Annexure - 6 is found by the Client to be incompetent in discharging his assigned duties, the Client may request the Consultant to forthwith provide as a replacement a person with qualifications and experience acceptable to the Client. The decision of the client in this regard shall be final and binding on the consultant.

2.2 Project Manager

The Consultant shall ensure that at all times during the fieldwork a resident Project Manager, acceptable to the Client, shall take charge of the operations of the Personnel in the field. The Project Manager shall be responsible for liaison in the field between the Consultant and the Client. The consultant has to keep a site office in the State for daily coordinating of the project with the Authority.

3.0 Undertakings of the Consultant

3.1 General Standard of Performance by the Consultant

The consultant shall carry out the Services with due diligence and efficiency, and shall exercise such skill and care in the performance of the services as is consistent with recognized professional standards.

The Consultant shall act at all times so as to protect the interests of the Client.

3.2 Records

During the subsistence of this Agreement and two years from the date of completion of the study, the Consultant shall permit the duly authorized representative of the Client, (after reasonable advance notice is served on the Consultant), from time to time to inspect its records and accounts relating to the Services and to make copies thereof and shall permit the Client or any person authorized by the Client, from time to time, to audit such records and accounts during and after the services.

3.3 Information

The Consultant shall furnish the Client such information relating to the Services and the Project as the Client may from time to time reasonably request.

3.4 Assignments / Sub-Contracting

The rights and liabilities of the consultants shall not be assigned or transferred by the consultants, without the consent in writing of the client to any other persons, firm or organisation. The client may allow such assignment/sub-letting at his discretion. Such assignment/sub-letting shall not relieve consultants from any obligation, duty or responsibility under the contract. Any assignment as above without prior written approval of the client shall be void. The client, may, transfer its rights and obligations to any other person, firm or organisation only with the consent of the consultants.

If it is found that the consultant has assigned particular work to some other consultant / sub-contractor, without approval and notice of the client, the client reserves a right to reject any such work carried out. Even if client accepts any such work, client reserves right to not to pay the amount which can be contributed to the amount of work done. The estimate of such amount can be made from Person-Month rate and Person-Months spend on the work and reasonable estimate of out of pocket expenses. The estimate made by the client in such case shall be final and binding on the Consultant.

In the event that any such independent consultant or sub-contractor is found by the Client to be incompetent in discharging his assigned duties; the Client may request the Consultant forthwith either to provide as a replacement, a consultant or sub-contractor with qualifications and experience acceptable to the Client or to resume the performance of the Services itself. The decision of the client in this regard shall be final and binding on the consultant.

3.5 Confidentiality

(a) Except with the prior written consent of the Client, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information disclosed to them for the purposes of the Services, nor shall the Consultant or the Personnel make public or inform any one, directly or indirectly, any such information received by them or any recommendations formulated in the course of or as a result of the Services. Confidential Information for the purposes of this clause means all information that has been marked as confidential at the time of disclosure.

(b) Client agrees with the Consultant that all information including to information relating to Consultant's trade secrets, know-how/technical data, research, products, strategies, internal procedures, employees and business opportunities and other proprietary information of Consultant as described specifically as "confidential information" belongs to the Consultant and shall not disclose or divulge such confidential information to any third parties or make use or allow others to make use thereof. These clauses, (a) and (b), shall survive the termination of this Agreement. However, the reports submitted by the consultants to the client, become property of the client and the client is free to use any / all information mentioned in the report, procedures specified in the report, suggestions / conclusions made in the report and any such other information based on the report.

3.6 Prohibition on Conflicting Activities

The Consultant shall ensure that no member of the Personnel assigned to the Contract shall not engage, directly or indirectly, during the subsistence of this Contract either in his name or in the name of his close relative or through the Consultant, in any other business or professional activities which is likely to be conflict with the performance of his duties or assignment under this Contract.

3.7 Independent Contractor

Nothing contained herein shall be construed as establishing or creating between the Client and the Consultant the relationship of master and servant or principal and agent, it being understood that the position of the Consultant and of anyone else performing the Services is that of an independent contractor.

3.8 Insurance

The Consultant shall at its cost take out and maintain adequate professional liability insurance as well as adequate insurance against third party liability and loss of or damage to equipment purchased in whole or in part with funds provided by the Client.

The Client undertakes no responsibility in respect of any life, health, accident, travel and other insurance which may be necessary or desirable for the Personnel of its own or sub-contractors and specialists associated with the Consultants for the purposes of the Services, nor for any members of any family of any such person.

3.9 Notice of Delay

In the event that the Consultant encounters delay in providing the required services or facilities set forth in Section-3 for the conduct of the Services, the Consultant shall promptly notify in writing the Client of such delay, and may request an appropriate extension of time for completion of the Services. However, the client reserves the right to grant any such extension and the decision of the client in this regard shall be final and binding on the consultant.

4.0 Prices and payment terms

4.1 Prices

The total cost to carry out the study is _____% (_____ *per cent*) inclusive of all Taxes of the total estimate cost of the project, including interiors and services.

No change in the prices will be allowed on any account except for changes in any taxes/duties.

4.2 Payment Terms:

The breakup of the period of Assignment as per the Terms of Reference is as follows:

Sr. No.	Output	Payment	Time span for Output
1	Award of Mandate		M
2	Advance on Inception & submission of Bid Security, etc.	5 % of the total fees after Acceptance of offer, agreement and producing bank guarantee – i.e. accomplishing Stage II	M+ 1 Week
3	Finalization of the design		M + 10 days
4 a	Finalization of BOQs & the Cost Estimates (subsequent to review & revision(s)) and Floating of the Tender Documents	10 % of the total fees	M + 3 Weeks

Sr. No.	Output	Payment	Time span for Output
4 b	Encourage more bidders to apply for the Tender, Pre-Bid, etc.	-	M + 4 Weeks
5	Undertake PQ, etc, Opening of Price Bid, etc. exercises leading to Selection of Agencies, Issue of Work Order(s), mobilization of the agency(ies) at the site	10 % of the total fees - - i.e. accomplishing Stage III	M + 6 weeks
6	Quality Management Report(s)	5 % of the total fees i.e. on accomplishing Stage IV	After selection of the agency/ies for execution of work.
7	On Completion of 50% of EPC Works (of awarded costs)	20 % of the total fees i.e. on accomplishing Stage V A	01 Month from the Mobilization at the site
8	On Completion of 80% of EPC Works (of awarded costs)	20 % of the total fees i.e. on accomplishing Stage V B	06 Weeks from the Mobilization at the site
9	On Completion of all works (physical completion at site)	20 % of the total fees i . e . on accomplishing Stage VI	08 Weeks from the Mobilization at the site
10	On completion of defect liability/ Maintenance period of contractor(s)	10 % of the total fees	02Weeks from the completion of defect liability period
Total Payment		100%	

4.3 Acceptance means, after submission of reports and after the Consultant has made presentations to the client/ Government of Gujarat (GoG)/ STBI/ Committee/ Government of India (GoI), the Authority will issue a letter of acceptance along with comments/ suggestions of the client on the report;

4.4 Above payments shall be made after deduction of tax at source, whichever may be applicable, by the Acts prevailing at the time of making payment. Payment of all other tax and levies would be the responsibility of the consultant. All payments to the consultants would be made in Indian Rupees only.

4.5 In case, the client is not able to communicate the acceptance of report within 30 days of submission of the report, the client will release 50 % of the payment due at particular stage of study. The balance 50% of the payment will be released upon acceptance of the report by the client.

4.6 The Authority may form a Committee for this assignment. The consultant shall make a presentation at the end of each submission and all the works and reports prepared by the Consultant will be discussed before the Committee. On the basis of the recommendations of the Committee, the client shall accord approvals to such works and reports with or without modifications and issue a letter of acceptance along with comments/ suggestions of the client on the submitted report. The consultant shall incorporate the same in the report accordingly and submit the revised report to the client.

4.7 If the report submitted by the consultant is not acceptable to the Client, reasons for such non-acceptance should be recorded in writing; the client shall not release the payment due to the consultant. In such case, the payment will be released to the consultant only after it re-submits the report and which is accepted by the client.

4.8 The above table does not include the time taken for granting approvals by Government of Gujarat (GoG)/ STBI/ Government of India (GoI). No compensation will be given to consultant if project gets extended under any reason except as agreed by the Authority.

4.9 The consultant shall whenever required make presentations before competent authorities from time to time for securing approval from GoG / GoI in connection with the Services and whenever advised by the Authority in consultation with the Consultant.

4.10 The consultant shall submit the final report within 01 (one) week after receiving changes/ modifications as per STBI/ Steering Committee/ State Government suggestions.

4.11 All invoices will be paid by the Authority within 07 (seven) days of the submission of the same to the client by the consultant.

5.0 Time schedule for submission of reports

The total time frame for carrying out the assignment would be **15 weeks** from start i.e. from the date of issue of Work Order. The role of the consultant as an independent consultant during the project implementation period shall be treated separately. The details of work plan, timeframe for each stage of study is put up as per Annexure - 4 & Annexure - 8 of RFP document. Time taken by Client in order to provide feedback/ comments will not be considered while calculating the time taken by consultants.

6.0 Reports

All reports and recommendations and general correspondence from the Consultant to the Client prepared by the Consultant under this Contract shall be in the English language.

The consultant shall submit phase wise reports as per Terms of Reference attached as Annexure.

7.0 Liquidated Damages for late submission

7.1 In case the above reports are not submitted within the period stipulated as above due to reasons attributable to the Consultant, the consultants will be liable to pay at the discretion of the client, a liquidated damage to the client of 0.5% per week on the contract price subject

to maximum of 10% reckoned on the contract value. Fraction of a week will be considered as a full week for the purpose of liquidated damages calculations.

7.2 In case the consultant does not submit the report within two months of due date, the client reserves the right to terminate the contract as per the provisions of Section 8.1.

8.0 Termination of the Contract

8.1 The Client reserves the right to cancel the contract at any time if it is not satisfied with the services of the consultant or there is breach of any of the condition of this contract by the consultant, provided a period of 15 days has lapsed from the date of serving notice on the Consultant requiring it to remedy the breach and if the breach has continued up to the date of the termination. In this event, the work done till then by the consultant shall be taken over by the Client. Client reserves the right to appoint a new consultant and hand over to him the all the documents to complete the assignment. In such an event, the consultant shall not be entitled to receive any payments upon termination of the contract. In such case, upon termination, the client may also impose liquidated damages, up to maximum of 10% of the contract value. The consultant will be required to pay any such liquidated damages to client within 30 days of termination date.

8.2 The Client reserves the right to cancel the contract by giving 15 days' notice, subject to payment of the fees for the actual work done by the consultant for the project up to the date of cancellation of the contract as per Section 8.5.

8.3 The Consultant reserves the right to terminate the Agreement immediately upon situations arising due to non-compliance of the stipulations of this Agreement by the Client. The termination notice will be held valid only if it is preceded by a corresponding non-compliance notice issued at least 15 days prior to the date of the termination notice and if the non-compliance has continued up to the date of the termination notice. The Client shall be liable to pay the Consultant fees for the actual work done by the consultant for the project up to the date of cancellation of the contract as per Section 8.5.

8.4 The parties also reserve a right to terminate this Agreement in the event any voluntary insolvency petition/ IP petition is filed by either party, or if any proceedings are instituted against either party, property or assets under any bankruptcy, insolvency, receivership, debtors relief, winding up rehabilitation, or similar statute or any effective resolution is passed for the winding up of that party or for any remedy under any such statute.

8.5 The payment of the fees will be determined based on the actual work carried out, actual Person-Months spent and Person-Month Rate as specified in Section 4.1 and reasonable amount of out of pocket expenses. In case of failure to decide compensation, Arbitrator as per the terms of the contract shall be appointed to decide the compensation.

9.0 Performance obligations

Consultant shall have to be responsible for the soundness of services rendered. In the event of any deficiency in these services, consultants shall promptly re-do/remedy without any additional cost to the Client and to carry out such modifications and /or rectification as may be required.

10.0 Compliance with laws, statutes, rules and regulations of Government / local authority

Consultants shall comply with all laws, statutes and rules & regulations of Central and State Governments or Local authorities that may be applicable from time to time in respect of any personnel deployed or engaged by consultants or their sub-contractor either directly or indirectly. With respect to their employees or assignees, consultants shall be solely responsible for strictly following all laws, industrial laws, factories act, minimum wages act and other such laws which are applicable from time to time, including but not limited to the modification, amendments or additions which are made to these laws during the period of contract. Consultant will also be responsible for the various levies of State/Central Governments and/or any Statutory Body. Consultants shall have to, at Consultant's expense, comply with labour laws and keep the client indemnified in respect thereof. Consultants shall be fully responsible for all matters arising out of the performance of the contract and shall comply, at their own expenses, with all laws / acts / enactment / orders / regulations / statutory obligations, whatsoever of the Government of India / State Government, Local Self Government or any Statutory Authority.

11.0 Period of Agreement

The agreement to be entered into between the client and the consultant shall be valid from the date of signing the contract till final completion of the works as per the approval of Director, Savli Technology and Business Incubator (STBI) and may be extended beyond as per mutual agreement of both the Client and the Consultant.

12.0 Liability

In no event shall either party be liable for any direct, indirect, incidental, special, consequential, reliance or cover damages, including, but not limited to, loss of profits, revenue, data or use, incurred by the other party. In no event however shall the total liability of the Consultant under this Agreement exceed the amount of fees received by the Consultant from the Client. However this clause will not prevent the client from levying the liquidated damages as per Clause 7 and 8.1.

13.0 Notices

Any notice or request required or permitted to be given or made under this Agreement to either party shall be in writing. Such notice or request shall be deemed to have been duly given or made when it shall be delivered by hand, mail or fax to the party to which it is required or permitted to be given or made at such party's Head Office or Registered Office or Corporate Office or branch office addresses.

14.0 Arbitration

In the event of any dispute or difference at any time arising between the parties relating to the construction, meaning or effect of this agreement or any other clause or any content of the rights and liabilities of the parties or other matters specified herein or with reference to anything arising out of or incidental to this agreement or otherwise in relation to the terms, whether during the continuance of this agreement or thereafter, such disputes or differences shall be endeavoured to be solved by mutual negotiations. If, however, such negotiations are infructuous, they shall be decided by arbitration of two Arbitrators, one to be appointed by each party to the dispute or difference and to an Umpire to be appointed by Arbitrators in writing before taking upon them the burden of arbitration. Such a reference shall be deemed to be a submission to arbitration under the provisions of The Arbitration and Conciliation Act, 1996 and of any modification or re-enactment thereof.

The venue of arbitration shall be Vadodara only, subject to the above, the Civil Courts in Ahmedabad only shall have exclusive jurisdiction in this matter. The expense of the arbitration shall be paid as may be determined by the Arbitrators.

15.0 Force Majeure

15.1 Force Majeure means such of the following factors which substantially affect the performance of the contract, such as:

- a) natural phenomena, including but not limited to floods, draughts, earthquakes and Epidemics;
- b) acts of any Government, domestic or foreign, including but not limited to war, declared or undeclared, quarantines, embargoes;
- c) Illegal strikes and legal lockouts in respect of client's / consultant's scope of work provided;

Either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such causes.

15.2 The Consultants or the client shall not be liable for delays in performing their obligations resulting from any Force Majeure cause as referred to and/or defined above.

15.3 However if such an event lasts for a period of 90 days or more then either party shall have an option to terminate this Agreement forthwith without any liability after intimating the other party of the same. The consultant shall however be entitled to receive payments for all the services rendered by it under this Agreement prior to termination of contract. The payment shall be determined as per Section 8.5.

16.0 Custody of Drawing/ reports/data etc

Original drawings/Maps/Atlas/data/charts/ photocopies of classified documents such as topo-sheets, contour maps etc., and all other documents received from the client, shall remain in the custody of the consultant during the period of assignment only and shall be used exclusively for this job and shall not be made use of for any other purpose. These shall be carefully preserved by the consultant till the completion of the job and shall be handed over to the client on preparation of final report or on termination of the contract.

17.0 Indemnity

Consultant shall indemnify the client and every members, officers and employees of the client, against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of or, in connection with various matters and against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of any negligent act or omission or failure by consultants in the performance of Consultant's obligation under this Agreement.

18.0 General clauses

18.1. Entire Agreement & Amendments

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior written, oral or implied understandings between them on that subject matter. This Agreement may be amended, modified or supplemented only by the Authorized representatives of the parties in writing executed on behalf of both parties hereto.

18.2 Non-Exclusive Agreement

The Consultant shall be free to do similar business either for itself or for any other party or offer similar services to any third parties but without in any way affecting the services agreed to be offered by it under this Agreement and subject to clause 3.7.

18.3 Severability

In the event that any provision or any portion of any provision of this Agreement shall be held invalid, illegal or unenforceable under applicable law, the remainder of this Agreement shall remain valid and enforceable in accordance with its terms.

18.4 Survival

The clauses of this Agreement, which by their very nature ought to survive termination of this Agreement, shall so survive.

Authorized Signatory

On behalf of the Client

In witness of

Authorized Signatory

On behalf of the Consultant

In witness of
