

# **REQUEST FOR PROPOSAL**

(RFP)

for

**Selection of Project Management Consultant**

for

**Consultancy**

on

**Development of Biotechnology Park at  
Mohali**

**Mohali Biotechnology Park,  
Mohali**

**Sept. 2019**

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## Disclaimer

The information contained in this Request for Proposal document (“RFP”) or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the “Corporation” or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement or an offer by the “Corporation” to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the “Corporation” in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the “Corporation”, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

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

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

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

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

The issue of this RFP does not imply that the “Corporation” is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the “Corporation” reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

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

# **INVITATION FOR PROPOSAL**

## INVITATION FOR PROPOSAL

for

### **Selection of Project Management Consultant for Development of Biotechnology Park at Mohali, Punjab**

**Mohali Biotechnology Park** (hereinafter referred to as the “**Corporation**”), Department of Science, Technology and Environment, Punjab invites Technical and Financial Proposals from **Project Management Consultants** (hereinafter referred to as the “**Consultant**”) of National and International repute to support the Government of Punjab for Development of Biotechnology Park at Mohali.

The document can be downloaded from the website [www.pbttilabs.com](http://www.pbttilabs.com)

Response to this RFP shall be deemed to have been done after careful study and examination of this document with full understanding of its implications. This section provides general information about the Issuer, important dates and addresses and the overall eligibility criteria for the parties. The RFP/tender document cost of INR 5,000/- (Rupees Five thousand only) is to be submitted vide crossed demand draft on any Nationalized Bank/ Scheduled Bank in favour of **Mohali Biotechnology Park**.

Issuer:

**Director,  
Mohali Biotechnology Park  
Mohali, Punjab, India**

## 1. Fact Sheet

Sr. no.	Particulars	Details
1	RFP/ Tender Availability	<b>05.09.2019</b>
2	Last date for receiving queries	<b>12.09.2019</b>
3	Date of Pre-Bid Meeting	<b>13.09.2019 at 3:00 PM</b>
4	Response to queries	<b>16.09.2019</b>
5	Proposal Due Date	<b>26.09.2019 at 3:00 PM</b>
6	Technical Proposal Opening	<b>26.09.2019 at 3:30 PM</b>
7	Financial Bid Opening	To be notified
8	Letter of Award	To be intimated
9	Start Date	To be intimated to Selected Bidder
10	Cost of RFP document (Demand Draft or through RTGS)	<b>INR 5,000</b> (Rupees Five Thousand Only)
11	Earnest Money Deposit (EMD) in the form of Demand Draft or through RTGS or Bank Guarantee	<b>INR 5,00,000</b> (Rupees Five lakhs Only)
12	Performance Bank Guarantee	10% of the Total Professional Fee
13	Website for Tender Documents	<a href="http://www.pbttilabs.com">http://www.pbttilabs.com</a>
14	Method of Selection	QCBS 75:25
15	Contact Details	<b>Mohali Biotechnology Park</b> Camp Office: Punjab Biotechnology Incubator SCO 7-8, Phase V, Mohali - 160059 Email:biotechparkmohali@gmail.com

### Note:

- i. The "Corporation" reserves the right to change any schedule of bidding process. Please visit website <http://www.pbttilabs.com> regularly for the same.
- ii. Proposals must be received not later than time, date and venue mentioned in the Fact Sheet. Proposals that are received after the deadline will not be considered in this bidding process.
- iii. The RFP Document Fee and Bid Security will also be accepted through electronic mode of payment like RTGS/NEFT/Inter Bank Transfer. The details of the bank account for payment of RFP Document Fee and EMD through electronic mode of payment are as under:

(a) Account Name	Mohali Biotechnology Park
(b) Account No.	031901601000488 (CBCA/01/000488)
(c) IFSC Code	CORP0000319
(d) Name of Bank and Address	Corporation bank Sector 8-C , Chandigarh

- iv. The Applicant should specifically mention UTR (Unique Transaction Reference) number in their Technical Proposal and should also furnish self-attested copy of the bank statement towards proof of payment of RFP Document Fee and Bid Security on date(s), time and venue as given in the document.

## 2. Introduction

### Selection of Project Management Consultant for Selection of Developer for Development of Biotechnology Park at Mohali

#### 2.1 Background Information

- 2.1.1 Govt. of Punjab has identified Life Sciences and Biotechnology as potential sectors for socio-economic development of the State. Punjab with a vision to develop Knowledge based economy has taken several initiatives to create world class infrastructure and enabling environment for growth of this sector. The setting up of state-of-the-art institutional cluster, spread over approximately 400 acres in Knowledge City, Sector 81, Mohali with presence of National Agri-Food Biotechnology Institute (NABI), Centre of Innovative & Applied Bioprocessing (CIAB), Indian Institute of Science Education & Research (IISER), Institute of Nano Science & Technology (INST) and Indian School of Business (ISB) bears testimony to this vision.
- 2.1.2 The Deptt. of Science, Technology & Environment, Punjab and Deptt. of Biotechnology, Govt. of India had jointly envisioned the development of India's first Agri-Food Biotechnology Cluster in Mohali, Punjab comprising NABI (focused on cutting-edge research), CIAB (for scale-up of technologies), Punjab Biotechnology Incubator (for providing Incubation, Analytical & Contract Research services) and Biotechnology Park (for supporting start-ups/innovation led enterprises). All the components of Agri-Food Bio-cluster have been made operational except for that of Biotechnology Park.
- 2.1.3 The proposed Park is strategically co-located in Knowledge City, Mohali so as to enable the industry to derive synergies from other components of Agri-food Biotechnology Cluster as well as the institutions and industry in & around Knowledge City. The Government of Punjab has earmarked 80 acres (approx) land that is just 12 km from airport and has proximity to largest Pharma manufacturing hub of Asia i.e. Baddi for the purpose.
- 2.1.4 The Mohali Biotechnology Park (hereinafter referred to as the "**Corporation**") is interested in conceptualizing & developing Biotechnology Park in Knowledge City, Mohali on this 80 Acres of land in phased manner, 1<sup>st</sup> phase being approx. 25 acres for which it has been proposed to engage a Project Management Consultant (hereinafter referred to as the "**Consultant**"). The "**Consultant**" would be responsible for selection of the Developer for the Development of Biotechnology Park at Mohali.
- 2.1.5 The objective of this RFP is to engage a Project Management Consultant for selection of the Developer for the **Development of Biotechnology Park at Mohali**. The RFP document provides the Scope of Work, pre-qualification criteria, terms and conditions including evaluation criteria, EMD, application fee and suggested response formats.

#### 2.2 Communications

- 2.2.1 All communications, unless specified otherwise, should be addressed to:



**Director,  
Mohali Biotechnology Park**

Registered office: Knowledge City, Sector 81, Mohali-1600 55

**Camp Office: Punjab Biotechnology Incubator**

SCO- 7 & 8, Phase-5,

SAS Nagar (Mohali)- 160059

**Phone: 0172 – 5020896, 5020895**

**Email: biotechparkmohali@gmail.com**

**Website: www.pbtilabs.com**

2.2.2 All communications, should contain the following subject/title:

**RFP Notice No.: MBP/2019-20/01**

### **2.3 Currency conversion rate and payment**

2.3.1 For the purposes of technical/financial evaluation of Applicants, the Bills selling market rate of exchange established by any Nationalized Bank of Chandigarh/Mohali for similar transactions as on the date of opening of financial Proposal shall be used to convert foreign currencies to the Indian Rupees.

2.3.2 All payments to the Consultant shall be made in INR in accordance with the provisions of this RFP. The Consultant may convert INR into any foreign currency as per Applicable Laws and the exchange risk, if any, shall be borne by the Consultant.

## **3. Eligibility Criteria**

### **3.1. Eligibility requirements for the Consultant**

The Bidder must possess the requisite experience, strength and capability in providing the services necessary to meet the requirements as described in the RFP/ Tender documents. The Bidder must also possess the technical know-how and the financial wherewithal that would be required to successfully provide the Services as the “Consultant” for Development of Biotechnology Park at Mohali. The bids must be complete in all respect and should cover the entire scope of work as stipulated in the Tender document.

The invitation to Proposal is open to all Bidders who qualify the eligibility criteria as given below:

S.No.	Criteria	Requirements	Documentary Evidence
<b>Qualification Criteria</b>			
1.	Legal Entity	The Bidder should be a Business entity and Legal entity. For the purpose of this Invitation for RFP document, a Business Entity shall mean a company registered in India under the Companies Act 2013 and as amended thereof or a partnership firm registered under the Limited Liability Partnership Act of 2008, with an experience for the last 10 years operating as management consultant as of March 31, 2018	Certificates of Registration/ Incorporation
2.	Financial Capacity	The Bidder should have a minimum average annual turnover of <b>INR 300</b> crore from Indian operations in consulting/ advisory services in each of the previous three financial years reported (FY 15-16, 16-17 and 17-18)	Certificate from Statutory auditor/ audited financial statements for the three previous financial years
3.	Turnover from services given to Government	The Bidder should have a minimum average annual turnover of INR 100 Crore from advisory/ consulting services for Government/ Public Sector in India in each of the last 3 financial years reported (FY 15-16, 16-17 and 17-18)	Certificate from Statutory auditor/ audited financial statements for the three previous financial years
4.	Bidder Experience	The Bidder should have prepared detailed project report for development of at least two industrial parks/ SEZ of 100 acres or more in the last ten (10) years in India	Work Order/ Agreement with scope of work
5.	Bidder Experience	The Bidder should have provided advisory support for at least one project in Biotechnology or related sector in India	Work Order/ Agreement with scope of work
6.	Blacklisting	The Bidder should not have been blacklisted/ banned/ debarred/ under investigation by any State Government or Central Government entity/ PSU in the last 5 years	Self-certification (as per Annexure-VIII). False certification and/ or nondisclosure will lead to forfeiture of the EMD and disqualification from the evaluation process and blacklisting by the State of Punjab
7.	Consortia/ Tie-ups/ JVs	Not permitted	

## 4. Instruction to the Bidders

### 4.1. General Conditions of Contract

- 4.1.1. All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the Department on the basis of this RFP.
- 4.1.2. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the "Corporation". Any notification of preferred Bidder status by the "Corporation" shall not give rise to any enforceable rights by the Bidder. The "Corporation" may cancel this award of work at any time prior to a formal written contract being executed by or on behalf of the "Corporation".
- 4.1.3. This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

### 4.2. Definitions

Unless the context otherwise requires, the following terms whenever used in this RFP and Contract have the following meanings:

- i. **"Project Management Consultant"** (the "Consultant") agency that provides services from Inception to Completion of Project (Development of Biotechnology Park at Mohali)
- ii. **"Bidder"** means firm/ company who submits proposal in response to this Request for Proposal document.
- iii. **"Successful bidder"** means the firm/ company, selected through competitive tendering in pursuance of this RFP, for providing the services under the Contract.
- iv. **The "Corporation"** means Mohali Biotechnology Park
- v. **"Contract"** means the Contract entered into by the parties for providing the Project management services.
- vi. **"Personnel"** means professional and support staff provided by the Consultant to perform Services to execute an assignment and any part thereof.
- vii. **"Proposal"** means proposal submitted by Bidders in response to the RFP issued by the **Mohali Biotechnology Park, for selection of Project Management Consultant.**
- viii. **"Services"** means the work to be performed by the "Consultant" to this RFP and to the Contract to be signed by the parties in **pursuance of any specific assignment awarded by the "Corporation"**.

### 4.3. Compliant Tenders/ Completeness of Response

- 4.3.1. **Bidders are advised to study all instructions, forms, terms, requirements appendices** and other information in the RFP documents carefully. Submission of the bid/ Proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

- 4.3.2. Failure to comply with the requirements of this paragraph may render the Proposal noncompliant and the Proposal may be rejected. Bidders must:
- i. Comply with all requirements as set out within this RFP.
  - ii. Submit the forms as specified in this RFP and respond to each element in the order as set out in this RFP.
  - iii. Include all supporting documentations specified in this RFP.
- 4.3.3. The Proposals must be complete in all respects, Indexed and Hard Bound. The page numbers must be clearly marked on each page and cross reference be indicated on the Index Page.
- 4.3.4. Each page of the proposal be **stamped and signed** by the authorized representative of the bidding company.

#### **4.4. Pre-bid meeting & Clarifications**

##### **4.4.1. Bidders Queries**

- i. The “Corporation” shall invite queries from Bidders as per the details mentioned in the Fact Sheet of this document
- ii. The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to the “Corporation” by email (Word File Only) on or before last date for sending pre-bid queries mentioned in Fact Sheet of this document through the e-mail of only authorized representative of the Bidder. The queries should necessarily be submitted in the following format:

<b>Clause/ Page No.</b>	<b>Content of RFP requiring clarifications</b>	<b>Change/ Clarification Requested</b>	<b>Remarks</b>

- iii. The “Corporation” shall not be responsible for ensuring that the Bidder’s queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the “Corporation”.
- iv. The purpose of query clarification is to provide the Bidders with information regarding the RFP, project requirements, and opportunity to seek clarification regarding any aspect of the RFP and the project. However, the “Corporation” reserves the right to hold or re-schedule the Pre-Bid meeting.

##### **4.4.2. Responses to Pre-bid Queries and Issue of Corrigendum**

- i. The Officer notified by the Director, Mohali Biotechnology Park, will endeavour to provide timely response to the queries. However, the “Corporation” makes no representation or warranty as to the completeness or accuracy of any response

made in good faith, nor does the “Corporation” undertake to answer all the queries that have been posed by the Bidders.

- ii. At any time prior to the last date for receipt of bids, the “Corporation” may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- iii. The Corrigendum (if any) & clarifications to the queries from all Bidders will be uploaded on the “Corporation” website [www.pbttilabs.com](http://www.pbttilabs.com)
- iv. Any such corrigendum shall be deemed to be incorporated into this RFP.
- v. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, the “Corporation” may, at its discretion, extend the last date for the receipt of Proposals.

#### **4.5. Key Requirements of the Bid**

##### **4.5.1. Rights to terminate the process**

- i. The “Corporation” may terminate the RFP process at any time and without assigning any reason. The “Corporation” make no commitments, express or implied, that this process will result in a business transaction with anyone.
- ii. This RFP does not constitute an offer by the “Corporation”. The Bidder’s participation in this process may result in the “Corporation” selecting the Bidder to engage towards execution of the Contract.

##### **4.5.2. RFP Document Fees**

- i. RFP document can be downloaded from the website <http://www.pbttilabs.com>. Online bid submission fee can be submitted in form of bank demand draft of INR 5,000/- drawn in favor of Mohali Biotechnology Park payable at Chandigarh from any nationalized bank/ scheduled bank.
- ii. The demand draft of RFP document fees should be submitted along with Proposal. Proposals received without or with inadequate RFP Document fees shall be rejected.

##### **4.5.3. Earnest Money Deposit (EMD)**

- i. Bidders shall submit, along with their Bids, EMD of INR 5,00,000/- (Rupees Five Lakhs Only), in the form of a Demand Draft issued in favour of Mohali Biotechnology Park payable at Chandigarh, and should be valid for **90** Days from the due date of the RFP/Tender or through RTGS or in the form of Bank Guarantee.
- ii. EMD of all unsuccessful Bidders would be refunded by the “Corporation” within 60 Days of the Bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful Bidder would be returned without any interest upon submission of Performance Bank Guarantee (PBG) as per the format provided in **Annexure IV**.

- iii. EMD amount is interest free and will be refundable to the unsuccessful Bidders without any accrued interest on it.
- iv. The bid/ Proposal submitted without EMD, mentioned above, will be summarily rejected.
- v. The EMD may be forfeited:
  - a. If a Bidder withdraws its bid during the period of bid validity.
  - b. In case of a successful Bidder, if the Bidder fails to sign the Contract in accordance with this RFP.

#### 4.5.4. **Submission of Proposal**

Sealed Proposals should be submitted in separate parts super scribed separately for Earnest Money Deposit (EMD), Technical Proposal and Financial Proposal and all the three put together in single envelop super scribed as “**Selection of Project Management Consultant for Development of Biotechnology Park at Mohali, Punjab**” with Time & Due date of Submission.

- i. Technical Cover (containing)
  - a. EMD, Power of Attorney (as per format at **Annexure II**) and Bid Document Fees (in a separate sealed envelope)
  - b. Proposal Covering letter (as per format at **Annexure I**) and Eligibility Criteria mentioned in Clause 3 (in a separate sealed envelope)
  - c. Technical Proposal (in a separate sealed envelope)
- ii. Financial Proposal (containing)
  - a. Proposal Covering letter
  - b. Financial Proposal (As per Format at **Annexure – III**)

#### 4.5.5. **Authentication of Bids**

The Proposal should be accompanied by a Power of Attorney in the name of the signatory of the Proposal as per **Annexure II** mentioned in this RFP.

### 4.6. **Preparation and Submission of Proposal**

#### 4.6.1. **Proposal Preparation Costs**

The Bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/ discussions/ presentations, preparation of Proposal, in providing any additional information required by the “Corporation” to facilitate the evaluation process, and in negotiating a definitive Contract or all such activities related to the bid process. The “Corporation” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

#### **4.6.2. Language**

The Proposal should be filled by the Bidders in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the documents, the English translation shall govern.

#### **4.6.3. Late Bids**

- i. Original hard copy of Tender fees and EMD received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.
- ii. The bids submitted by fax/ e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- iii. The “Corporation” shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.
- iv. The “Corporation” reserve the right to modify and amend any of the above-stipulated condition/ criterion depending upon project priorities vis-à-vis urgent commitments.

### **4.7. Evaluation Process**

#### **4.7.1. Proposal Evaluation Committee.**

- i. The “Corporation” will constitute a Proposal Evaluation Committee etc to evaluate the responses of the Bidders.
- ii. The Proposal Evaluation Committee constituted by the “Corporation” shall evaluate the responses to the RFP and all supporting documents/ documentary evidence. Inability to submit requisite supporting documents/ documentary evidence, may lead to rejection.
- iii. The decision of the Proposal Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.
- iv. The Proposal Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their Proposals.
- v. The Proposal Evaluation Committee reserves the right to reject any or all Proposals on the basis of any deviations.
- vi. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP under the ‘Evaluation and Selection’ Clause.

#### **4.7.2. Tender Opening**

The Proposals submitted up to date and time mentioned in this RFP document will be opened, by Proposal Evaluation Committee authorized by the “Corporation”, in

the presence of such of those Bidders or their representatives who may be present at the time of opening. The representatives of the Bidders should be advised to carry the identity card or a letter of authority from the tendering firms to identify their bonafide for attending the opening of the Proposal.

#### **4.7.3. Tender Validity**

The offer submitted by the Bidders should be valid for minimum period of **180 days** from the date of submission of Tender.

#### **4.7.4. Tender Evaluation**

Tender evaluation and Bidder Selection will be carried out as per the specifications mentioned in the Clause 8 on 'Evaluation and Selection'.

### **4.8. Modification and withdrawal of Bids**

- 4.8.1. The Bidder is allowed to modify or withdraw its submitted Proposal any time prior to the last date prescribed for receipt of bids, by giving a written notice to the "Corporation".
- 4.8.2. Subsequent to the last date for receipt of bids, no modification of bids shall be allowed.
- 4.8.3. The Bidders cannot withdraw the Proposal in the interval between the last date for receipt of bids and the expiry of the Proposal validity period specified in the Proposal. Such withdrawal will result in the forfeiture of its EMD from the Bidder.

### **4.9. Proposal Forms**

Wherever a specific form is prescribed in the Proposal document, the Bidder shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the required information. For all other cases, the Bidder shall design a form to submit the required information.

### **4.10. Local Conditions**

- 4.10.1. Each Bidder is expected to become fully acquainted with the local conditions and factors, which may affect the performance of the Contract and/ or the cost.
- 4.10.2. The Bidder is expected to know all conditions and factors, which may have any effect on the execution of the Contract after issue of letter of Award as described in the bidding document. The "Corporation" shall not entertain any request for clarification from the Bidder regarding such local conditions.
- 4.10.3. It is the Bidder's responsibility that such factors have been properly investigated and considered before submitting the Proposal. No claim, what-so-ever, including that for financial adjustment to the Contract awarded under the bidding document will be entertained by the "Corporation". Neither any change in the time schedule of the Contract nor any financial adjustments arising there-of shall be permitted by the "Corporation" on account of failure of the Bidder to know the local laws/ conditions.



The Bidder is expected to visit and examine and study the location of Govt. offices and its surroundings and obtain all information that may be necessary for preparing the Proposal at its own interest and cost.

#### **4.11. Contacting the “Corporation”**

Any effort by a Bidder to influence the Proposal evaluation, Proposal comparison or Contract award decisions may result in the rejection of the Proposal.

Bidder shall not approach the “Corporation” officers after office hours and/ or outside the “Corporation” office premises, from the time of the Proposal opening till the time the Contract is awarded.

#### **4.12. Eligibility Criteria**

The Bidder shall meet the criteria for eligibility mentioned in the Tender document. The Bidder must have registration certificate, registration under Labour Laws Contract Act, valid GST registration certificate, whichever is applicable, for this Tender. Any kind of consortium will not be permitted.

#### **4.13. Tentative Schedule of Events**

Tentative schedule of events regarding this tender shall be as per the dates and time given in the **Fact Sheet** or next working day in event of date happens to be a holiday.

#### **4.14. Opening of Proposal**

First, The Technical cover will be opened. The Financial Proposal may be opened in presence of technically short-listed Bidders. The Evaluation Committee or its authorized representative will open the tenders. Sequence of opening is as follows:

- i. Technical Cover containing documents as detailed at **4.5.4**
- ii. Financial Cover

#### **4.15. Deciding Award of Contract**

4.15.1. The “Corporation” reserves the right to ask for a technical elaboration/clarification in the form of a technical presentation from the Bidder on the already submitted Technical Proposal at any point of time before opening the Financial Proposal. The Bidder shall furnish the required information to the “Corporation” and its appointed representative on the date asked for, at no cost to the “Corporation”. The “Corporation” may at its discretion, visit the office of the Bidder any-time before the signing of Agreement.

4.15.2. The “Corporation” shall inform those Bidders whose Proposals did not meet the eligibility criteria or were considered non-responsive, informing that their Financial Proposals will not be opened. The “Corporation” shall simultaneously notify those Bidders who qualify for the Evaluation process as described in this Tender

Document, informing the date and time set for opening of Financial Proposals. The notification may be sent by mail.

4.15.3. The Bidder's name, the Proposal Price, the total amount of each Proposal and other such details as the "Corporation" may consider appropriate, will be announced and recorded by the "Corporation" at the time of opening of bid.

4.15.4. After acceptance of Letter of Award (LoA), Performance Security shall be deposited as specified in this document for signing an Agreement with the "Corporation".

4.15.5. Special Condition for Awarding the Agreement:

- i. The "Corporation" will sign the Agreement with Successful Bidder for a period as mentioned in Clause 6 of the document
- ii. The "Corporation" may extend the Agreement for a time period beyond what has been specified in 'Duration of Contract' in the document.
- iii. The "Corporation" will also have the right to provide extension/ increase in the scope of work as per the mutually agreed terms and conditions between both the parties.
- iv. The "Corporation" will have the right to ask for additional Team members beyond what has been specified in this RFP.

#### **4.16. Confidentiality**

4.16.1. As used herein, the term "Confidential Information" means any information, including information created by or for the other party, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either party or any of its affiliates, or any client of either party, except such information which is in the public domain at the time of its disclosure or thereafter enters the public domain other than as a result of a breach of duty on the part of the party receiving such information. It is the express intent of the parties that all the business process and methods used by the Bidder in rendering the Services hereunder are the Confidential Information of the Bidder.

4.16.2. The Bidder shall keep confidential, any information related to this RFP/tender, with the same degree of care as it would treat its own confidential information. The Bidders shall note that the confidential information will be used only for the purposes of this RFP/tender and shall not be disclosed to any third party for any reason what-so-ever.

4.16.3. At all-time of the performance of the Services, the Bidder shall abide by all applicable security rules, policies, standards, guidelines and procedures. The Bidder should note that before any of its employees or assignees is given access to the Confidential Information, each such employee and assignees shall agree to be bound by the terms no less onerous than those contained under this RFP/tender and such rules, policies, standards, guidelines and procedures by its employees or agents.

4.16.4. The Bidder should not disclose to any other party and keep confidential the terms and conditions of this Contract agreement, any amendment hereof, and any Attachment or Annexure hereof.

4.16.5. The obligations of confidentiality under this Clause shall survive rejection of the Contract.

#### **4.17. Publicity**

Any publicity by the Bidder containing the name of the “Corporation” should be done only with the explicit written permission from the “Corporation”.

#### **4.18. Execution of the Agreement**

After acknowledgement of the LoA by the selected Bidder, a performance guarantee of 10% of Total Professional Fee has to be deposited in the form of FDR/TDR/DD/BG of any nationalized/ scheduled bank in the name of **Mohali Biotechnology Park**, the performance guarantee shall be valid for a period of 6 months beyond the duration of agreement as specified in the RFP document. The Consultant shall sign the Contract/Agreement as specified in the RFP document. The Project Management Consultant shall sign the agreement within Twenty one (21) days from the issue of LoA. Agreement is mutually extendable post the completion of the initial term.

#### **4.19. Performance Guarantee**

The successful Consultant/ Advisor/ Company/ firm shall furnish the Performance Guarantee as stipulated in ‘Contract Performance Guarantee (Clause 4.22)’ in this document.

#### **4.20. Duration of Contract**

The duration of contract shall be till completion of 90 days after the date of signing of PDA with selected Developer as per Clause 6.

#### **4.21. Terms and Conditions: Applicable Post Award of Contract**

##### **4.21.1. Termination Clause**

The “Corporation” or the “Consultant” may, without prejudice to any other remedy for breach of contract, by a written notice may terminate the contract as per the reasons mentioned under the following five categories. The process and timelines are also detailed in respective category.

##### **i. Termination for Default**

- a. The “Corporation” may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 60 days sent to the selected Bidder, terminate the Contract in whole or in part (provided a cure period of not less than 90 days is given to the selected Bidder to rectify the breach):

- b. If the selected Bidder fails to deliver any or all quantities of the Service within the time period specified in the Contract, or any extension thereof granted by the "Corporation"; or
- c. If the selected Bidder fails to perform any other obligation under the Contract within the specified period of delivery of Service or any extension granted thereof; or
- d. If the selected Bidder, in the judgment of the "Corporation", is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.
- e. If the selected Bidder commits breach of any condition of the Contract
- f. If the "Corporation" terminates the Contract in whole or in part, amount of Performance Guarantee shall be forfeited.

**ii. Termination for Insolvency**

The "Corporation" may at any time terminate the Contract by giving a written notice of at least 60 days to the selected Bidder, if the selected Bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the selected Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the "Corporation".

**iii. Termination for Convenience**

- a. The "Corporation", by a written notice of at least 60 days sent to the selected Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the "Corporation's" convenience, the extent to which performance of the selected Bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- b. In such case, the "Corporation" will pay for all the pending invoices as well as the work done till that date by the Consultant.
- c. Limitation of Liability- In no event shall either party be liable for consequential, incidental, indirect, or punitive loss, damage or expenses (including lost profits). The selected Bidder shall not be liable to the "Corporation" hereunder or in relation hereto (whether in contract or otherwise) for more than the value of the fees to be paid (including any amounts invoiced but not yet paid) under this Agreement.

**iv. Termination by the "Corporation"**

- a. The "Corporation" may, by not less than 60 days written notice of termination to the "Consultant", such notice to be given after the occurrence of any of the events, terminate this Agreement if:
  - o The "Consultant" fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension, within thirty (30) days of receipt of such notice of suspension

- or within such further period as the “Corporation” may have subsequently granted in writing;
- The “Consultant” becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
  - The “Consultant” fails to comply with any final decision reached as a result of the Dispute Resolution mechanism/proceedings.
  - The “Consultant” submits to the “Corporation” a statement which has a material effect on the rights, obligations or interests of the “Corporation” and which the selected Bidder knows to be false;
- b. Any document, information, data or statement submitted by the bidder in its Proposals, based on which the “Consultant” was considered eligible or successful, is found to be false, incorrect or misleading; or As the result of Force Majeure, the “Consultant” is unable to perform a material portion of the Services for a period of not less than sixty (60) days
- c. If the “Corporation” would like to terminate the Contract for reasons not attributable to the “Consultant’s” performance, they will need to clear all invoices for the Services up to the date of their notice along with 1 month fee pro-rata fee out of the total fee.
- d. If the “Corporation” would like to terminate the Contract for reasons attributable related to the “Consultant’s” performance, the “Corporation” will give a rectification notice for 3 months to the “Consultant” in writing with specific observations and instructions.
- v. **Termination by the selected Bidder**
- a. The “Consultant” may, by not less than 60 days written notice to the “Corporation”, such notice to be given after the occurrence of any of the events, terminate this Agreement if:
- The “Corporation” is in material breach of its obligations pursuant to this Agreement and has not remedied the same within forty-five (45) days (or such longer period as the Technical Consultant may have subsequently agreed in writing) following the receipt by the “Corporation” of the “Consultant’s” notice specifying such breach.
  - If there are more than 2 unpaid invoices and the “Corporation” fails to remedy the same within 45 days of the submission of the last unpaid invoice.
  - As the result of Force Majeure, the “Consultant” is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
  - The “Corporation” fails to comply with any final decision reached as a result of the Dispute Resolution mechanism/proceedings.

- Upon termination of this Agreement all pending payments due till the date of the termination of the Contract will be made by the “Corporation” to the “Consultant” within 30 days of the Contract termination

**vi. Consequences of Termination**

- a. In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], the “Corporation” shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/ breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/ continued execution of the scope of the Contract.
- b. Nothing herein shall restrict the right of the “Corporation” to invoke the bidder’s Performance Bank Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/ or remedies that may be available to the “Corporation” under law or otherwise.
- c. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

**4.21.2. Liquidated Damages**

- i. Notwithstanding the “Corporation” ‘s right to cancel the order, Liquidated Damages (LD) for late delivery at 1% (One percent) of the undelivered portion of order value per week will be charged for every week’s delay in the specified delivery schedule subject to a maximum of 10% of the value of the contract. No Damage will be charged in case of force majeure beyond control of the Bidder.
- ii. The “Corporation” reserve its right to recover these amounts by any mode such as adjusting from any payments to be made by the “Corporation” to the Bidder. Liquidated damages will be calculated on per week basis.

**4.21.3. Dispute Resolution Mechanism**

- i. The “Corporation” and the supplier shall make every effort to resolve amicably by direct negotiations, any disagreement or dispute, arising between them under supply order.
- ii. If after 30 days from the commencement of such direct negotiations, the dispute is not resolved it shall be referred to Principal Secretary/Secretary, Department of Science, Technology and Environment, Government of Punjab.

- iii. Pending the submission of and/or decision on a dispute, difference or claim or until the matter is decided by Principal Secretary/Secretary, Department of Science, Technology and Environment, Government of Punjab, the bidder shall continue to perform all its obligations under this agreement without prejudice of final adjustment in accordance with such award.
- iv. Any dispute which is not resolved amicably by conciliation as provided above, shall be finally decided by reference to Arbitration by an Arbitrator. Such arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the Arbitration and Conciliation (Amendment) Act, 2015 (the "Act"). The place of such arbitration shall be Chandigarh/Mohali and the language of arbitration proceedings shall be English.
  - a. There shall be a sole arbitrator whose appointment shall be made in accordance with the Act.
  - b. The arbitrator shall make a reasoned award (the "Award"). Any Award made in any arbitration held pursuant to this Clause shall be final and binding on the Parties as from the date it is made, and the Consultant and the Corporation agree and undertake to carry out such Award without delay.
  - c. The Consultant and the Corporation agree that an Award may be enforced against the Consultant and/or the Corporation, as the case may be, and their respective assets wherever situated.
  - d. This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

#### **4.21.4. Notices**

Notice or other communications given or required to be given under the Contract shall be in writing and shall be e-mailed followed by hand-delivery with acknowledgement thereof, or transmitted by pre-paid registered post or courier. Any notice or other communication shall be deemed to have been validly given on date of delivery if hand delivered & if sent by registered post, then on expiry of seven days from the date of posting.

#### **4.21.5. Force Majeure**

Force Majeure is herein defined as any cause, which is beyond the control of the selected Bidder or the "Corporation" as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the Contract, such as:

- i. Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics.
- ii. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos.
- iii. Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notifies the other in writing of such

causes. The Bidder or the "Corporation" shall not be liable for delay in performing his/ her obligations resulting from any force majeure cause as referred to and/ or defined above. Any delay beyond 30 days shall lead to termination of Contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the Contract.

Force Majeure shall not include any events caused due to acts/ omissions of such Party or result from a breach/ contravention of any of the terms of the Contract, Proposal and/ or the Tender. It shall also not include any default on the part of a party due to its negligence or failure to implement the stipulated/ proposed precautions, as were required to be taken under the Contract. The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen, or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. The "Corporation" will make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the "Consultant" in performing any obligation as is necessary and proper, to negate the damage due to projected force majeure events or to mitigate the damage that may be caused due to the above mentioned events or the failure to provide adequate disaster management/ recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.

In case of a Force Majeure, all Parties will endeavour to agree on an alternate mode of performance in order to ensure the continuity of Service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure.

#### **4.21.6. Failure to agree with Terms and Conditions of the RFP**

Failure of the successful Bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event the "Corporation" may award the contract to the next best value Bidder or call for new Proposals from the interested Bidders and invoke the PBG of the consultant/ or successful bidder.

#### **4.22. Contract Performance Guarantee**

- 4.22.1. Within 21 days after the receipt of notification of award of the Contract from the "Corporation", the successful Bidder shall furnish Contract Performance Guarantee to the "Corporation", Chandigarh, which shall be equal to 10% of Total Professional Fee and shall be in the form of a Bank Guarantee Bond from any Nationalized Bank/ Scheduled bank in the Performa given here-in-after in this document valid for period of 6 months beyond the duration of Contract as specified in the document.



4.22.2. The proceeds of the performance guarantees shall be payable to the “Corporation” as compensation for any loss/ penalties resulting from the bidder’s failure to complete its obligations under the Contract.

4.22.3. The performance guarantee will be discharged by the “Corporation” and returned to the bidder within 6 months following the date of completion of the bidder’s performance obligations.

#### **4.23. Statutory Requirements**

During the tenure of this Contract, nothing shall be done by the “Consultant” in contravention of any law, act and/ or rules/ regulations, there-under or any amendment thereof governing inter-alia customs, stowaways, foreign exchange etc. and shall keep the “Corporation” indemnified in this regard.

#### **4.24. Contract administration**

4.24.1. Either party may appoint any individual/ organization as its authorized representative through a written notice to the other party. Each Representative shall have the authority to:

- i. Exercise all of the powers and functions of his/ her Party under this Contract, other than the power to amend this Contract and ensure proper administration and performance of the terms hereof; and
- ii. Bind his or her Party in relation to any matter arising out of or in connection with this Contract.
- iii. The “Consultant” shall be bound by all undertakings and representations made by the authorized representative of the “Consultant” and any covenants stipulated hereunder, with respect to this Contract, for and on their behalf.
- iv. For the purpose of execution or performance of the obligations under this Contract, the “Corporation” representative would act as an interface with the nominated representative of the “Consultant”. The “Consultant” shall comply with any instructions that are given by the “Corporation” representative during the course of this Contract in relation to the performance of its obligations under the terms of this Contract and the Tender.
- iv. A committee comprising of representatives from the “Corporation” and the “Consultant” shall meet on a quarterly basis to discuss any issues/ bottlenecks being encountered. The “Consultant” shall draw the minutes of these meetings and circulate to the “Corporation”.

#### **4.25. Right of Monitoring, Inspection and Periodic Audit**

The “Corporation” reserves the right to inspect and monitor/ assess the progress/ performance at any time during the course of the Contract, after providing due notice to the “Consultant”. The “Corporation” may demand, and upon such demand being made, the selected Bidder shall provide with any document, data, material or any

other information required to assess the progress of the project. The "Corporation" shall also have the right to conduct, either itself or through any another consultant as it may deem fit, an audit to monitor the performance by the "Consultant" of its obligations/ functions in accordance with the standards committed to or required by the "Corporation" and the "Consultant" undertakes to cooperate with and provide to the "Corporation" any other Consultant/ Advisor/ Agency appointed by the "Corporation", all documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/ assessment would need to be rectified by the "Consultant" failing which the "Corporation" may, without prejudice to any other rights that it may have, issue a notice of default.

#### **4.26. "Corporation's" Obligations**

The "Corporation" representative shall interface with the "Consultant", to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract.

The "Corporation" shall ensure that timely approval is provided to the selected Bidder, where deemed necessary, which should include diagram/ plans and all specifications related to Services required to be provided as part of the Scope of Work.

The "Corporation" shall provide functional office space to the Project Team. The "Consultant" should arrange themselves all supporting necessary things such as computers, printers and stationery which is required for day-to-day work.

#### **4.27. Information Security**

The "Consultant" shall not carry and/ or transmit any material, information, layouts, diagrams, storage media or any other goods/ material in physical or electronic form, which are proprietary to or owned by the "Corporation", out of premises, without prior written permission from the "Corporation".

The "Consultant" shall, upon termination of this agreement for any reason, or upon demand by the "Corporation", whichever is earliest, return any and all information provided to the "Consultant" by the "Corporation", including any copies or reproductions, both hard copy and electronic.

#### **4.28. Indemnity**

The "Consultant" shall indemnify the "Corporation" from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind how-so-ever suffered including patent, copyright, trademark and trade secret, arising or incurred inter-alia during and after the Contract period out of:

- 4.28.1. Negligence or wrongful act or omission by the "Consultant" or it's team or any Agency/ Third Party in connection with or incidental to this Contract; or
- 4.28.2. Any breach of any of the terms the "Consultant's Proposal as agreed, the Tender and this Contract by the "Consultant", its Team or any Agency/ Third Party.
- 4.28.3. The indemnity shall be to the extent of Total Professional Fee in favour of the "Corporation".

#### **4.29. Professional Fees**

**Fees** quoted must be firm and shall not be subject to any upward revision on any account what-so-ever throughout the period of the engagement.

#### **4.30. Special Conditions of Contract**

Amendments of, and Supplements to, Clauses in the General Conditions of Contract.

#### **4.31. Payment Schedule**

The **“Corporation”** and the **“Selected Developer”** shall make payments to the Consultant in accordance with the provisions mentioned in Clause 6 of this document.

#### **4.32. Continuance of the Contract:**

Notwithstanding the fact that settlement of dispute(s) (if any) may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under the Scope of Work to ensure continuity of operations.

#### **4.33. Conflict of interest**

The Bidder shall disclose to the **“Corporation”** in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor the Bidders team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

#### **4.34. Severance**

In the event any provision of the Contract is held to be invalid or unenforceable under the applicable law, the remaining provisions of this Contract shall remain in full force and effect.

#### **4.35. Governing Language**

The Agreement shall be written in English language. Subject to below Clause, such language versions of the Agreement shall govern its interpretation. All correspondence and other documents pertaining to the Contract that are exchanged by parties shall be written in English language only.

#### **4.36. “No Claim” Certificate**

The **“Consultant”** shall not be entitled to make any claim, whatsoever against the **“Corporation”**, under or by virtue of or arising out of, the Contract, nor shall the **“Corporation”** entertain or consider any such claim, if made by the **“Consultant”** after it has signed a **“No claim”** certificate in favour of the **“Corporation”** in such form as shall be required by it after the work is finally accepted.

#### **4.37. Publicity**

The "Consultant" shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the "Corporation" first gives its written consent to the selected Bidder.

#### **4.38. General**

##### **4.38.1. Relationship between the Parties**

Nothing in the Contract constitutes any fiduciary relationship between the "Corporation" and the "Consultant" /Team or any relationship of employer employee, principal and agent, or partnership, between the "Corporation" and the "Consultant".

No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of the Contract.

The "Corporation" will not be under any obligation to the Implementation Consultant's Team except as agreed under the terms of the Contract.

##### **4.38.2. No Assignment**

The "Consultant" shall not transfer any interest, right, benefit or obligation under the Contract without the prior written consent of the "Corporation".

##### **4.38.3. Survival**

The provisions of the clauses of the Contract in relation to documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of this Contract and in relation to confidentiality, the obligations continue to apply unless the "Corporation" notifies the "Consultant" of its release from those obligations.

##### **4.38.4. Entire Contract**

The terms and conditions laid down in the Tender and all annexure thereto as also the Proposal and any attachments/ annexes thereto shall be read in consonance with and formal integral part of the Contract. The Contract supersedes any prior contract, understanding or representation of the Parties on the subject matter.

##### **4.38.5. Governing Law**

This Contract shall be governed in accordance with the laws of India.

##### **4.38.6. Jurisdiction of Courts**

The Punjab & Haryana High Court at Chandigarh has exclusive jurisdiction to determine any proceeding in relation to the Contract.

#### 4.38.7. **Compliance with Laws**

The “Consultant” shall comply with the laws in force in India in the course of performing the Contract.

#### 4.38.8. **Notices**

A “notice” means:

- i. A Notice; or
- ii. A consent, approval or other communication required to be in writing under the Contract.

All notices, requests or consent provided for or permitted to be given under this Contract shall be in writing and shall be deemed effectively given when personally delivered or mailed by prepaid certified/ registered mail, return receipt requested, addressed as follows and shall be deemed received two days after mailing or on the date of delivery if personally delivered:

To

**Director,**  
**Mohali Biotechnology Park,**  
Registered office: Knowledge City, Sector 81, Mohali-1600 55  
**Camp Office:** Punjab Biotechnology Incubator,  
SCO- 7 & 8, Phase-5,  
SAS Nagar (Mohali) – 160059  
Phone: 0172 – 5020896, 5020895  
Email: biotechparkmohali@gmail.com  
Website: <http://www.pbtilabs.com>

Any Party may change the address to which notices are to be directed, by giving a notice to the other party in the manner specified above. A notice served on a Representative is taken to be notice to that Representative’s Party.

#### 4.38.9. **Waiver**

Any waiver of any provision of this Contract is ineffective unless it is in writing and signed by the Party waiving its rights.

A waiver by either Party in respect of a breach of a provision of this Contract by the other Party is not a waiver in respect of any other breach of that or any other provision.

The failure of either Party to enforce at any time any of the provisions of this Contract shall not be interpreted as a waiver of such provision.

#### 4.38.10. **Modification**

Any modification of the Contract shall be in writing and signed by an authorized representative of each Party.

#### 4.38.11. Taxes

The Bidder shall pay applicable taxes, if any, imposed on the Services under this Contract.

#### 4.38.12. Application

These General Conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them.

#### 4.39. Fraud and Corrupt Practices

- i. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the "Corporation" shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the "Corporation" shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD or Performance Security, as the case maybe, as mutually agreed genuine pre-estimated compensation and damages payable to the "Corporation" for, inter alia, time, cost and effort of the "Corporation", in regard to the RFP, including consideration and evaluation of such Bidder s Proposal.
- ii. Without prejudice to the rights of the "Corporation" under Clause above and the rights and remedies which the "Corporation" may have under the LoA or the Agreement, if an Bidder or Systems Implementation Agency, as the case may be, is found by the "Corporation" to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LoA or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by the "Corporation" during a period of <period, suggested 2 (two) > years from the date such Bidder, as the case may be, is found by the "Corporation" to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- iii. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
  - a. "Corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the "Corporation" who is or has been associated in any manner, directly or indirectly with the Selection Process or the LoA or has dealt with matters concerning the Agreement or arising 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 “Corporation”, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LoA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LoA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the “Corporation” in relation to any matter concerning the Project;

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

## **5. Scope of Work/Services**

- 5.1 Review of the available Request for Proposal (RFP) document including draft agreement already prepared for selection of developer in light of current scenario.
- 5.2 Finalisation of RFP for selection of developer.
- 5.3 Steer the bid process management including marketing efforts, floating of RFP, pre-qualification conference(s), pre-bid meeting(s), formulation of responses to applicant/bidder queries, applicants/bid evaluation as per criteria in the bid documents, recommend a preferred bidder
- 5.4 Signing of Project Development Agreement (PDA) with Selected Bidder.
- 5.5 Engaging with the Selected Developer and monitoring of project development for a period of Three (03) Months after the execution of the PDA with Selected Developer.

## **6. Time and Payment Schedule**

- 6.1 The time schedule for important Milestones of the consultancy and the payment schedule linked to the specified milestones in the table as follow:

S. no.	Milestone	Time line	Payment as % of Professional fee	
1.	Signing of the Contract	X Date	5% of total professional fee	To be paid by the "Corporation"
2.	Review of documents and submission of draft RFP	X+ 30 days	10% of total professional fee	
3.	Identification of Project Developer through bid process	X+ 90 days	10% of total professional fee	
4.	Signing of Project Development Agreement (PDA) with Developer	Y Date	25% of total professional fee	To be paid by "Selected Developer" as success fees
5.	Monitoring of Project Development	Y+ 90 days	50% of total professional fee	

- 6.2 The above timeline is indicative. The payment shall be linked with achievement of milestones.
- 6.3 The payment as specified in financial format **Annexure-III** shall be made in respect of each milestone upon completion thereof.
- 6.4 For avoidance of doubt it is clarified that if the "Consultant" completes the bid process but is not able to get the developer and Project Development Agreement (PDA) is not signed, payment of only 25% of the professional fee as per Clause 6 shall be made by the "Corporation".

## 7. Team Composition

- 7.1 The team for the engagement should comprise of three core team members. The core team should be supported by the other team members for the timely completion of the activities and deliverables finalized in consultation with the "Corporation". Following should be the composition of the core team:

S. no.	Position	Number	Qualification & Experience
1	Biotech and Life Sciences Expert	1	<ul style="list-style-type: none"> <li>• Post Graduate with minimum 15 years of professional experience.</li> <li>• Should have been associated with development and operationalization of at least 2 Biotech or Life Sciences Parks</li> </ul>
2	Public Private Partnership (PPP) Expert	1	<ul style="list-style-type: none"> <li>• Graduate Engineer / MBA with minimum 8 years of professional experience.</li> <li>• Should have handled at least 2 Public Private Partnership deals</li> </ul>
3	Industrial Park Development Expert	1	<ul style="list-style-type: none"> <li>• Graduate Engineer / MBA with minimum 8 years of professional experience.</li> <li>• Should have handled at least 2 consulting projects in Industrial Park Development</li> </ul>



- 7.2 The consultant will designate one of the team member as Project Manager who will be the single point contact for the “Corporation”.
- 7.3 The Curriculum Vitae of key team members to be provided as per format at **Annexure VI** and team composition & tasks of team members to be provided in the format as per **Annexure VII**.
- 7.4 If at any point of time, the “Corporation” feels that a resource is not up to the mark, a replacement will be demanded in written, and will need to be obliged within 2 weeks. The Consultant is not expected to change the team from what is proposed as a part of the response to this RFP. However if a resource needs to be changed due to unforeseen circumstances, the Consultant need to give it in written to the “Corporation” and only upon agreement, the replacement may be carried out.
- 7.5 The consultant shall make available the resources/ team members for meetings with department or any other government officials in Punjab.
- 7.6 The proposed team members should be on rolls of the consultant.

## **8. Evaluation & Selection Criteria**

The Bidder shall be selected on the basis of Quality cum Cost Based System (QCBS), whereby Technical Proposal will be allotted weightage of 75% and Financial Proposal will be allotted weightage of 25%.

### **8.1 Technical Evaluation**

- 8.1.1 Initial Bid scrutiny will be held and incomplete details as given below will be treated as non-responsive. If Proposals;
  - i. Are not submitted in as specified in the RFP document
  - ii. Received without the Letter of Authorization (Power of Attorney)
  - iii. Are found with suppression of details
  - iv. With incomplete information, subjective, conditional offers and partial offers submitted
  - v. Submitted without the documents requested in the checklist
  - vi. Have non-compliance of any of the clauses stipulated in the RFP
  - vii. Have a lesser validity period
- 8.1.2 All responsive Bids will be considered for further processing as below.
  - i. Proposal Evaluation Committee will prepare a list of responsive Bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by the Committee according to the Evaluation process defined in this RFP document. The decision of the Committee will be final in this regard.
  - ii. Evaluation committee will examine the bids to determine whether they are complete, whether any computational errors have been made, and whether the bids are generally in order.

- iii. The “Corporation” may conduct clarification meetings with each or any Bidder to discuss any matters, technical or otherwise.
- iv. Further the scope of evaluation committee also covers taking any decision with regard to the Tender document, execution/ implementation of the project including management period.
- v. Proposal shall be opened in the presence of Bidders representatives who intend to attend at their cost. The Bidder’s representatives who are present shall sign a register/ attendance sheet giving evidence of their attendance.
- vi. Proposal document shall be evaluated as per the following steps.
  - a. Preliminary examination of pre-qualification/ eligibility criteria documents: The prequalification document will be examined to determine whether the Bidder meets the eligibility criteria, whether the Proposal is complete in all respects, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be non-responsive for any reason or not meeting the minimum levels of the performance or eligibility criteria specified in various sections of this RFP document will be rejected and will not be considered further.
  - b. Evaluation of document: A detailed evaluation of the bids shall be carried out in order to determine whether the Bidders are competent enough and whether the technical aspects are substantially responsive to the requirements set forth in the RFP document. Bids received would be assigned scores based on the parameters defined in the table below. All supporting document submitted in support of Eligibility and Technical Evaluation matrix should comply the following:
    - Supporting document is to be submitted in Technical Cover.
    - Supporting document should clearly indicate value of the completed/ on-going project and scope of work/ services should be clearly highlighted.
    - In case of Bidder is having Non-Disclosure Agreement (NDA) with their client, no such experience will be counted (if agreement copy not submitted).
    - Bidders failing to comply any of the above then the Bid will be summarily rejected.

#### Technical Proposal Evaluation Criteria

S. no.	Technical Proposal Evaluation Parameter	Max Score	Supporting Documents
<b>A</b>	<b>Turnover of the firm</b>	<b>20</b>	
A-1	Average annual turnover from consulting/ advisory services for the applicant for the last three years(FY 15-16, 16-17 and 17-18) Less than 300 Crore : 0 Marks 300 (equal to) to 400 Crore : 5 Marks 400 (equal to) to 500 Crore : 10 Marks 500 (equal to) to 600 Crore : 15 Marks Above 600 (equal to) Crores: 20 Marks	20	Certificate from Statutory auditor/ audited financial statements for the three previous financial years

<b>B</b>	<b>Similar Previous Experience</b>	<b>50</b>	
B-1	<b>Industrial Park Development Experience</b> The Bidder should have experience of preparation of Detailed Project Report/ Feasibility Study for development of industrial park/ SEZ in India for area of 100 acres or more. Each eligible assignments should be for a value of INR 50 Lacs and more. Each eligible assignment: 5 marks Maximum of 25 marks	25	Letter of award/ Agreement/ Certificate from the client time period and contract value
B-2	<b>Biotech/ Life Science Sector Experience</b> The Bidder should have experience of preparation of Detailed Project Report/ Feasibility Study for development of Biotech/ Pharma/ or similar Park or consulting Biotech sector in India Each eligible assignment : 5 Marks Maximum of 25 Marks	25	Letter of award/ Agreement/ Certificate from the client
<b>C</b>	<b>Experience of the Core Team</b>	<b>30</b>	
C-1	<b>Biotech and Life Sciences Expert</b> <ul style="list-style-type: none"> <li>• Post Graduate with minimum 15 years of professional experience <ul style="list-style-type: none"> <li>15 years experience : 8 Marks</li> <li>16 years experience : 9 Marks</li> <li>17 years experience : 10 Marks</li> </ul> </li> <li>• Should have been associated with development and operationalization of at least 2 Biotech or Life Sciences Parks <ul style="list-style-type: none"> <li>Association with 2 parks : 4 Marks</li> <li>Association with 3 parks : 6 Marks</li> </ul> </li> </ul>	16	Enclose CV as per format defined in the RFP with consent from the Proposed personnel
C-2	<b>Public Private Partnership (PPP) Expert</b> <ul style="list-style-type: none"> <li>• MBA with 8 years of professional experience <ul style="list-style-type: none"> <li>8 years experience : 3 Marks</li> <li>9 years experience : 4 Marks</li> </ul> </li> <li>• Should have handled at least 2 Public Private Partnership deals <ul style="list-style-type: none"> <li>Handling of 2 PPP deals : 2 Marks</li> <li>Handling of 3 PPP deals : 3 Marks</li> </ul> </li> </ul>	7	
C-3	<b>Industrial Park Development Expert</b> <ul style="list-style-type: none"> <li>• Graduate Engineer / MBA with minimum 8 years of professional experience <ul style="list-style-type: none"> <li>8 years experience : 3 Marks</li> <li>9 years experience : 4 Marks</li> </ul> </li> <li>• Should have handled at least 2 consulting projects in Industrial Park Development (2 Marks) <ul style="list-style-type: none"> <li>Handling of 2 Projects : 2 Marks</li> <li>Handling of 3 Projects : 3 Marks</li> </ul> </li> </ul>	7	
	<b>Total</b>	<b>100</b>	

8.1.3 The applicants who score at least 75% marks in Technical Proposal evaluation shall be considered eligible for financial bid opening and evaluation as per financial evaluation criteria.

8.1.4 Technical Score ( $T_e$ ) = Score obtained as per Technical Evaluation Criteria

## 8.2 Financial Evaluation

8.2.1 The Bidder shall be selected on the basis of Quality cum Cost Based System (QCBS), whereby Technical Proposal will be allotted weightage of 75% and Financial Proposal will be allotted weightage of 25%.

8.2.2 The Proposal with the lowest bid shall be given a financial score of 100 and the other proposals shall be given financial scores that are inversely proportionate to lowest Financial Proposal as stated below. The total score, both technical and financial, shall be obtained by weighing the quality and cost score and adding them up.

8.2.3 Financial Proposals of only those Applicants who scores at least 75% marks in Technical Proposal evaluation shall be opened and evaluated as per financial evaluation criteria.

8.2.4 The Financial Proposals shall be given scores as follows:

Financial Score  $S_f = 100 \times F_m /$  Financial Proposal of Applicant under consideration

$F_m$ : Lowest Financial Proposal

## 8.3 Combined and Financial Evaluation

8.3.1 For selection of Consultant, final ranking will be determined based on the combined total score for each Bidder separately. This will be done by applying a weightage of 0.75 (or 75 %) and 0.25 (or 25%) respectively to the technical and financial scores of each qualifying Proposal.

The Total Score of Technical Proposal and Financial Proposal shall be computed as follows:

8.3.2 Total Score =  $(T_e \times 0.75) + (S_f \times 0.25)$

8.3.3 The Bidder scoring the highest Total Score shall be declared as the **“Selected Consultant”**.

# **ANNEXURES**

## Annexure I: Proposal Covering Letter

Date: .....

To,  
**Director,**  
**Mohali Biotechnology Park,**  
Punjab, India

Dear Sir,

We ..... (Name of the Bidder) hereby submit our Proposal in response to notice inviting tender date ..... and tender document no. .... and confirm that :

1. All information provided in this Proposal and in the attachments is true and correct to the best of our knowledge and belief.
2. We shall make available any additional information if required to verify the correctness of the above statement.
3. Certified that the period of validity of bids is 180 days from the last date of submission of Proposal, and
4. We are quoting for all the services mentioned in the Scope of Work of the RFP.
5. We the Bidders are not under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted by any of the Government agencies.
6. The Mohali Biotechnology Park, Department of Science and Technology, Government of Punjab, Chandigarh may contact the following person for further information regarding this tender:

a. Name and full address of office, Contact No., Email ID, Company Name

7. We are submitting our Eligibility criteria, Proposal bid documents and technical bid documents along with original documents of both EMD and Tender Document Fee.

Yours sincerely,  
Signature  
Full name of signatory  
Designation  
Name of the Bidder (firm etc.)

## Annexure II: FORMAT FOR POWER OF ATTORNEY

(To be provided in original as part of Technical Proposal (Envelope – 2) on stamp paper of value required under law duly signed by 'Bidder' for the tender)

Dated: \_\_\_\_\_

### POWER OF ATTORNEY To Whomsoever It May Concern

Know all men by these presents, we \_\_\_\_\_ (name and registered office address of the Bidder) do hereby constitute, appoint and authorize Mr. \_\_\_\_\_ (Name of the person(s)), domiciled at \_\_\_\_\_ (Address), acting as \_\_\_\_\_ (Designation and the name of the firm), as Authorized Signatory and whose signature is attested below, as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for award of Agreement, for Selection of Project Management Consultant for the selection of developer for the development of Biotechnology Park at Mohali, Punjab with **Mohali Biotechnology Park**, DSTE, GoP, vide Request of Proposal (Tender Document) Document dated \_\_\_\_\_, issued by Director, Mohali Biotechnology Park, DSTE, including signing and submission of all documents and providing information and responses to clarifications/ enquiries etc. as may be required by Department of Science and Technology, Government of Punjab, Chandigarh or any governmental authority, representing us in all matters before Department of Science and Technology, Government of Punjab, Chandigarh, and generally dealing with Department of Science and Technology in all matters in connection with our Proposal for the said Project. We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For -----

(Signature)

(Name, Title and Address)

Accept

(Attested signature of Mr. \_\_\_\_\_)

(Name, Title and Address of the Attorney)

Notes:

- ✓ To be executed by the Bidder
- ✓ 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 executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- ✓ Also, wherever required, the executants(s) should submit for verification the extract of the charter documents and documents such as a board resolution / power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the executants(s).

### Annexure III: Financial Proposal Format

To be returned in original along with the Proposals in company's Letter Head (Envelope C)

To  
**Director,**  
**Mohali Biotechnology Park,**  
**Mohali**

**Subject: Selection of Project Management Consultant for the selection of developer for the development of Biotechnology Park at Mohali, Punjab.**

Sir/Madam,

We, the undersigned, offer to your Request for Proposal dated [Insert Date] and our Technical Proposal. Our Financial Proposal is as below:

Professional Fee:

<b>S. no.</b>	<b>Details</b>	<b>Fee</b>
1.	Professional Fee for scope of work (to be paid as per payment schedule mentioned in Clause 4.31)	

#### Notes

- a. The above fee includes all travel, lodging and other out of pocket expenses for any kind of travel related to the contract.
- b. The above excludes any applicable taxes

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.

We solemnly affirm that we will strictly adhere to the laws against fraud, corruption and unethical practices, including but not limited to "Prevention of Corruption Act, 1988", during the bidding process and execution of the Contract, in case we are awarded the work. We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,  
Authorized Signature {In full and initials}:  
Name and Title of Signatory:



## Annexure IV: Draft Performance Bank Guarantee

(To be issued by a Bank)

This Deed of Guarantee executed at \_\_\_\_\_ by \_\_\_\_\_ (Name of the Bank) having its Head/ Registered office at \_\_\_\_\_ (hereinafter referred to as "the Guarantor") which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns;

In favour of Director, Mohali Biotechnology Park, Punjab, India (hereinafter called **Director**, Mohali Biotechnology Park, Department of Science and Technology, Government of Punjab, which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns);

Whereas M/s \_\_\_\_\_ a company/ firm formed under \_\_\_\_\_ (specify the applicable law) and having its registered office at \_\_\_\_\_ has been, consequent to conduct and completion of a competitive bidding process in accordance with the letter of requirements document No. \_\_\_\_\_ dated \_\_/\_\_/2019 issued by Director, Mohali Biotechnology Park, Department of Science and Technology, Government of Punjab, and selected M/s \_\_\_\_\_ (hereinafter referred to as the Bidder) for the Agreement by Director, Mohali Biotechnology Park, Department of Science and Technology, Government of Punjab as more specifically defined in the aforementioned Document including statement of work and the Agreement executed between the Director, Mohali Biotechnology Park, Department of Science and Technology, Government of Punjab, and Bidder. The Agreement requires the Bidder to furnish an unconditional and irrevocable Bank Guarantee for an amount of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ only) by way of security for guaranteeing the due and faithful compliance of its obligations under the Agreement.

Whereas, the Bidder approached the Guarantor and the Guarantor has agreed to provide a Guarantee being these presents:

Now this Deed witnessed that in consideration of the premises, we, \_\_\_\_\_ Bank hereby guarantee as follows:

1. The Bidder shall implement the Project, in accordance with the terms and subject to the conditions of the Agreement, and fulfill its obligations there under
2. We, the Guarantor, shall, without demur, pay to Director, Mohali Biotechnology Park, Department of Science and Technology, Government of Punjab an amount not exceeding INR \_\_\_\_\_ (Rupees \_\_\_\_\_ only) within 7 (seven) days of receipt of a written demand therefore from Director, Mohali Biotechnology Park, Department of Science and Technology, Government of Punjab, stating that the Bidder has failed to fulfill its obligations as stated in Clause 1 above.
3. The above payment shall be made by us without any reference to the Bidder or any other person and irrespective of whether the claim of the Director, Mohali Biotechnology Park,

Department of Science and Technology, Government of Punjab is disputed by the Bidder or not.

4. The Guarantee shall come into effect from \_\_\_\_\_ (Start Date) and shall continue to be in full force and effect till the earlier of its expiry at 1700 hours Indian Standard Time on \_\_\_\_\_ (Expiry Date) (both dates inclusive) or till the receipt of a claim, from the Department of Science and Technology, Government of Punjab under this Guarantee, which is one month after the expiry of performance guarantee, whichever is earlier. Any demand received by the Guarantor from Director, Mohali Biotechnology Park, Department of Science and Technology, Government of Punjab prior to the Expiry Date shall survive the expiry of this Guarantee till such time that all the moneys payable under this Guarantee by the Guarantor to Director, Mohali Biotechnology Park, Department of Science and Technology, Government of Punjab.

5. In order to give effect to this Guarantee, Director, Mohali Biotechnology Park, Department of Science and Technology, Government of Punjab shall be entitled to treat the Guarantor as the principal debtor and the obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Agreement or other documents by Director, Mohali Biotechnology Park, Department of Science and Technology, Government of Punjab or by the extension of time of performance granted to the Bidder or any postponement for any time of the power exercisable by Director, Mohali Biotechnology Park, Department of Science and Technology, Government of Punjab against the Bidder or forebear or enforce any of the terms and conditions of the Agreement and we shall not be relieved from our obligations under this Guarantee on account of any such variation, extension, forbearance or omission on the part of Director, Mohali Biotechnology Park, Department of Science and Technology, Government of Punjab or any indulgence by Director, Mohali Biotechnology Park, Department of Science and Technology, Government of Punjab to the Bidder to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

6. This Guarantee shall be irrevocable and shall remain in full force and effect until all our obligations under this guarantee are duly discharged.

7. The Guarantor has power to issue this guarantee and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under \_\_\_\_\_.

In witness, whereof the Guarantor has set its hands hereunto on the day, month and year first here-in above written.

Signed and Delivered by \_\_\_\_\_ Bank by the hand of Shri \_\_\_\_\_ its \_\_\_\_\_ and authorized office.

Authorized Signatory \_\_\_\_\_ Bank

**Annexure V: Format for Professional Experience Citations**

<b>Assignment Name</b>		<b>Country</b>
Project Location within the Country		Professional Staff provided by your Firm/ Company
Name of Client		No. of Staff
		No. of Person Months
Start Date	Completion Date	Approx. Value of Services
Name of Associated Firms (s)if any		No. of Professional Staff Months provided by Associated Firms(s)
Name of Senior Staff(Project Director/ Coordinator, Team Leader)involved and functions Performed		
Detailed Narrative Description of Project		
Detailed Description of Actual Services Provided by your Firm		

**Annexure VI: Format for Curriculum Vitae (CV) of Key Staff**

Photo	1. Name:			
	2. Position:			
	3. Date of Birth:			
	4. Education:			
5. Employment Record	From	To	Company	Position Held
6. Brief Profile				
7. Countries of Work Experience				
8. Languages				
9. Representative Projects				
<p>Nature of Work:</p> <p>Year:</p> <p>Location:</p> <p>Company:</p> <p>Position Held:</p> <p>Main Features:</p> <p>Activities Performed:</p>				
<p>Nature of Work:</p> <p>Year:</p> <p>Location:</p> <p>Company:</p> <p>Position Held:</p> <p>Main Features:</p> <p>Activities Performed:</p>				
Signature:			Name:	

**Annexure VII: Format for Composition of Team and Tasks of Team Members**

<b>Sr. No.</b>	<b>Name</b>	<b>Qualification &amp; Experience Required (in Years)</b>	<b>Proposed Position</b>	<b>Task Assigned</b>
<b>1</b>				
<b>2</b>				

**Note:** Attach CV of all experts who will be supporting core team members as mentioned above

## Annexure VIII: Format for Self-declaration

### Self Declaration

**Director,  
Mohali Biotechnology Park,**

In response to Request for Proposal (RFP) for Selection of Project Management Consultant for Development of Biotechnology Park at Mohali dated -----, as an Authorised Representative of .....(name of Applicant), I/We hereby declare that the ---  
----- (name of Applicant), at the time of submission of the Proposal:

- a) competent to get into a contract as per the provisions of Indian Contract Act, 1872;
- b) possess the necessary professional, technical, financial and managerial resources and competence required by the RFP issued by the Mohali Biotechnology Park;
- c) have fulfilled our obligation to pay such of the taxes payable to the Government of India and the Government of Punjab or any local authority as specified in the RFP Document;
- d) is having unblemished record and is not declared ineligible for corrupt and fraudulent practices and barred either indefinitely or for a particular period of time by any State/ Central Government/ Union Territory (UT)/ Public Sector Undertaking (PSU);
- e) does not have any previous transgressions with any entity in India or any other country during the last 3 (three) years;
- f) does not have any debarment by any other procuring entity in India
- g) is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons;
- h) does not have, and our directors/officers/office bearers (wherever applicable) not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of 3 (three) years preceding the commencement of the Selection Process, or not have been otherwise disqualified pursuant to debarment proceedings;
- j) does not have a conflict of interest as mentioned in the RFP which materially affect the fair competition; and
- k) will comply with the code of integrity as specified in the RFP

If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed by GoP, our security maybe forfeited in full and our Application, to the extent accepted, may be rejected.

Date:  
Place

For and on behalf of  
(Authorised Signatory)  
Name & Designation of the Person with Seal