



Department of Science and Technology, Government of
Gujarat



Request for proposal

Volume 1: Instructions to Bidders

**RFP for Supply, Installation, Commissioning, Operation, and Maintenance of IMAX 3D GT
laser projection system at Gujarat Science City on PPP mode**



Gujarat Council of Science City
Department of Science & Technology, Govt. of Gujarat
Science City Road, Ahmedabad – 380 060
Gujarat, India

December 14, 2020

RFP No. GCSC/IMAX/2020-21/145

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GLOSSARY

| | |
|------------------------------|--|
| Addendum | As defined in Clause 2.9.1 |
| Applicable Laws | As defined in the Agreement |
| Associate | As defined in Clause 2.1.14 |
| Authority | As defined in Clause 1.1.7 |
| Bank Guarantee | As defined in Clause 2.20.1 |
| Bid(s) | The Technical Bid and Financial Bid together shall be referred to as the Bid(s). |
| Bidder(s) | Parties that submit their Bids for the Project in accordance with this RFP. |
| Bidding Documents | As defined in Clause 1.1.13 |
| Bid Due Date | As defined in Clause 1.1.13 |
| Bidding Process | As defined in Clause 1.2.1 |
| Bid Security | As defined in Clause 1.2.3 |
| ECP | As defined in Clause 1.1.11 |
| Agreement | As defined in Clause 1.1.11 |
| Developer | As defined in Clause 1.1.8 |
| Conflict of Interest | As defined in Clause 2.1.14 |
| Crore | Ten million (10,000,000) |
| Control | As defined in Clause 2.1.14 |
| Estimated Contract Price | As defined in Clause 1.1.11 |
| Financial Bid | As defined in Clause 1.2.1 |
| Financial Capacity | As defined in Clause 2.2.2.1 (B) |
| GOG | Government of Gujarat |
| GCSC | As defined in Clause 1.1.1 |
| DST | As defined in Clause 1.1.1 |
| Lakh | Hundred thousand (1,00,000) |
| LOA | As defined in Clause 3.3.5 |
| Minimum Eligibility Criteria | As defined in Clause 2.2.2 |
| Net Worth | As defined in Clause 2.2.2.2 |
| Project | As defined in Clause 1.1.8 |
| Lowest cost Selection | Means a method of selection which is with the lowest financial bid among those who passed the technical evaluation |
| Qualified Bidder(s) | As defined in Clause 1.2.2 |
| Re. or Rs. or INR | Indian Rupee |
| RFP | The Request for Qualification cum Request for Proposal issued by the Authority for selecting the Selected Bidder for the Project |
| Selected Bidder | As defined in Clause 3.3.1 |
| Site | As defined in Clause 1.2.4 |

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| | |
|--------------------|----------------------------------|
| Scheduled Bank | As defined in Clause 2.20.1 |
| Subject Person | As defined in Clause 2.1.14 (a) |
| Technical Bid | As defined in Clause 1.2.1 |
| Technical Capacity | As defined in Clause 2.2.2.1 (A) |
| Turnover | As defined in Clause 2.2.2.2 |

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

DISCLAIMER

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

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

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

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

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

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

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

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any

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

DATA SHEET

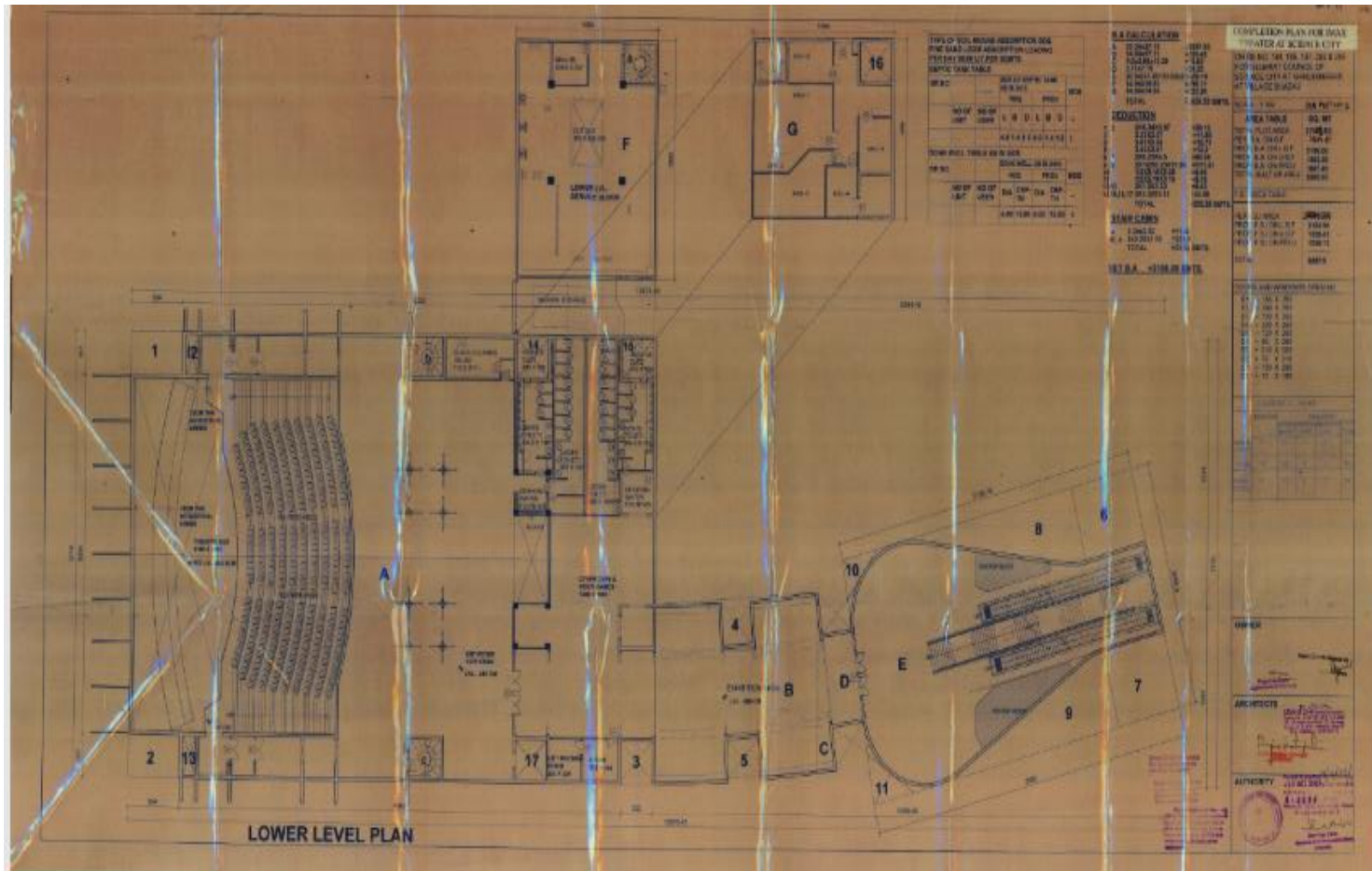
| | | |
|-----|---|--|
| 1. | Name of the Project | RFP for Supply, Installation, Commissioning, Operation, and Maintenance of IMAX 3D GT laser projection system at Gujarat Science City on PPP mode |
| 2. | Bid issued by | Gujarat Council of Science City |
| 3. | Procurement stages | Single Stage |
| 4. | Cost of Bidding Documents | INR 15,000/- (Rupees Fifteen Thousand) in the form of Demand Draft |
| 5. | Bid Security | INR 54,00,000/- (Rupees Fifty Four Lakhs) in the form of Bank Guarantee |
| 6. | Date of issue of RFP document | December 14, 2020 |
| 7. | Site visit and pre-bid meeting | <p>Site visit to the location at Ahmedabad, Gujarat is scheduled at 10:00 AM on December 24, 2020 which will be followed by pre-bid meeting at 3:00 PM on December 24, 2020.</p> <p>Bidders interested in visiting the Site are required to send an e-mail to ed-gcsc@gujarat.gov.in</p> <p>There will also be an option of joining the pre-bid meeting through a webinar and the joining details will be updated on the website of the Authority.</p> |
| 8. | Last date and time for submission of Bids | On or before 3:00 PM on January 2, 2021 |
| 9. | Opening of Financial Bids | Financial Bids will be opened in the office of the Authority. The date of opening of Financial Bids will be notified to the Qualified Bidders |
| 10. | Place of obtaining Bidding Documents | The tender can also be downloaded from: https://www.nprocure.com OR from the Authority's website: https://gujcost.gujarat.gov.in ; https://scity.gujarat.gov.in ; or https://dst.gujarat.gov.in ; |
| 11. | Authorized Representative | Executive Director, Gujarat Council of Science City |
| 12. | Email for correspondence | ed-gcsc@gujarat.gov.in |

1. INTRODUCTION

1.1 Background

- 1.1.1 The Gujarat Council of Science City (“GCSC” or “Authority”) is functioning as an autonomous body under the aegis of the Department of Science & Technology (“DST”), Government of Gujarat (“GOG”). GCSC has emerged as an effective and large-scale science, education and popularisation platform in the State of Gujarat and in the country to promote innovation through hands-on activities and minds-on exposure.
- 1.1.2 Based on the principle of ‘edutainment’ - education through entertainment, GCSC is envisioned to be an impact making science appreciation and entertainment experience for the common citizen. The objectives of the GCSC are:
- Develop scientific temper;
 - Nurture and stimulate scientific faculties;
 - Promote innovative and experimental activities
 - Showcase breakthroughs in science and technology;
 - Establish a country-wide network.
- 1.1.3 GCSC is registered under the Societies of Registration Act, 1860. The Chief Secretary to the GOG is the Chairman and the Secretary, DST, GOG is the Member Secretary of GCSC respectively. The Governing Council of GCSC includes many senior level bureaucrats of the GOG, eminent scientists, academics, architects and planners.
- 1.1.4 GCSC has been focused on informal community-based learning which is different from the formal mode of education. All the programmes are intended to enliven the imagination, foster creativity and develop a spirit of inquiry, especially in young minds. School children, during their visit, discover the wonders of science and technology and get access to the most exciting and contemporary form of entertainment regardless of their social stratum, education or age group and create a culture of learning.
- 1.1.5 GCSC has in the existing development of the Science City, conceptualized and implemented projects, including *inter alia* India’s First IMAX 3D Theatre, Hall of Space, Hall of Science, Energy Education Park, Children Activity Centre, Musical Fountain, Amphitheatre, LED Screen, Life Science Park, Planet Earth Simulator, Auditorium and basic amenities like parking and cafeteria amid the beautiful landscape of the campus. It attracts an annual footfall of over 8 lakhs. An overview of the Science City is set out in Figure 1 below.
- 1.1.6 The next phase of development of the Science City with applied and cutting-edge themes has been initiated by GCSC. GCSC is currently developing an Aquatics Gallery and Robotics Gallery as part of the next phase development, and the construction works are in progress for the same. Robotics Gallery shall house robots and related attractions from multi-dimensional fields. The Aquatics Gallery is expected to be of a level comparable to the leading public aquariums in the world.

Figure 1: Layout of the Theatre



- 1.1.7 The GOG has through GCSC (hereinafter referred to as the “**Authority**”) proposed to initiate the Supply, Installation, Commissioning, Operation, and Maintenance of IMAX 3D GT laser projection system at Gujarat Science City on PPP mode
- 1.1.8 The Authority proposes to appoint an agency (hereinafter referred to as “**Developer**”) for the Supply, Installation, Commissioning, Operation, and Maintenance of IMAX 3D GT laser projection system at Gujarat Science City on PPP mode (hereinafter referred to as the “**Project**”) as per the provisions of this RFP and the Agreement at Volume II. An overview of the proposed site for the Project is set out in Schedule 1 of the Agreement at Volume II.
- 1.1.9 The new upgradation of the theatre and digitalisation of the laser projection system would include purchase and installation of projection equipment, sound system and speakers, auditorium improvements, 3D system, which, shall give visitors a real- life experience of the desired contents through 3D imagery and special effects. Through this medium visitor shall get a feel of the stunning visual effects that it creates on the screen. However, the Bidder shall do its own due diligence, using its technical knowledge and experience, to include additional intended effects which shall be included in their Financial Bid. Collectively, all the above shall be referred to as “**Project Facilities**”.
- 1.1.10 The Developer will be responsible for development of the Project Facilities and operate, maintain, provide requisite manpower, housekeep, etc. for the period of 16 (sixteen) years including construction period of 12 months (hereinafter referred to as the “**Agreement Period**”), which may be extended for a further period as per the terms and conditions stipulated in the Agreement. The Bidders are requested to refer to the Project Development and Management Agreement - Volume II for the detailed Scope of Work.
- 1.1.11 The Developer shall be responsible for discharging its obligations in accordance with the proposed Project Development and Management Agreement to be signed between the Authority and the Developer (“**Development Agreement/Agreement**”). The draft Development Agreement has been provided as Volume II of this RFP and the Scope of Project of the Developer along with the Specifications and Standards are set out in the Agreement.

The estimated cost of the Project is **INR 18 crores only (Rupees Eighteen Crore only)** (“**Estimated Contract Price**” or “**ECP**”). This cost includes the cost of procurement of materials, installation of various parts along with their interiors, of the Project Facilities within the specified timelines. The ECP does not include any land acquisition cost and does not require any land acquisition by the Developer. The ECP is exclusive of the operation and maintenance expenses of the Project. For avoidance of doubt, it is hereby clarified that cost estimate is indicative in nature, and the Bidders are required to carry out independent evaluation, verification, assessment prior to quoting the Financial Bid. The Bidders further acknowledges and accepts the risk of inadequacy, mistake or error in or relating to the cost estimate and hereby acknowledges and agrees that the Authority shall not be liable for the same in any manner whatsoever to the Bidders or any person claiming through or under any of them. Operations and maintenance along with any other civil works required of the Project Facilities is in the scope of the Bidder, however the same has not been considered in the ECP.

- 1.1.12 The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of work and obligations of the Selected Bidder set out in detail in the Agreement or the Authority's rights to amend, alter, change, supplement or clarify the Scope of Work of the Project to be awarded pursuant to the Bidding Documents. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including between this RFP or the Agreement are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.
- 1.1.13 The Authority shall receive Bids pursuant to this RFP and other documents to be provided by the Authority, as modified, altered, amended and clarified from time to time by the Authority (collectively the "**Bidding Documents**"). Any addenda issued subsequent to the issuance of this RFP, but before the Bid Due Date, will be deemed to form part of the Bidding Documents. All Bids shall be prepared and submitted in accordance with such terms on or before the time on the date specified in this RFP for submission of Bids (the "**Bid Due Date**").

1.2 Brief description of Bidding Process

- 1.2.1 The Authority has adopted an online single-stage two step system . Online bidding process consisting of submission of a technical bid and a financial bid (both terms are defined hereafter) (the "Bidding Process") for selection of the Bidder for award of the Project. All Bidders shall simultaneously submit their relevant qualification details for the purpose of meeting the Minimum Eligibility Criteria ("**Technical Bid**") and financial proposal ("**Financial Bid**") shall be invited under the RFP based on the capital grant required for execution of the Project ("**Capital Grant**") payable by Authority under the Agreement. In the first step, the Technical Bids of all Bidders shall be evaluated as to whether they are responsive in terms of Clause 3.2.1 and whether they meet the Minimum Eligibility Criteria set forth in Clause 2.2.2 of this RFP for undertaking the Project. Once it is determined that the Bid is responsive and Bidder fulfils the Minimum Eligibility Criteria. The Agreement Period is pre-determined, as indicated in the Development Agreement. The Lowest Capital Grant shall constitute the sole criteria for shortlisting the qualified and responsive Bidder. Subject to Clause 2.16, the Project will be awarded to the Bidder quoting the Lowest Capital Grant. In this RFP, the term "**Lowest Bidder**" shall mean the Bidder who is offering the Lowest Capital Grant.
- 1.2.2 Only those Bidders whose Technical Bids are responsive, fulfils the Minimum Eligibility Criteria in accordance with Clause 2.2.2 hereof (the "**Qualified Bidders**"), shall be entitled to opening of their Financial Bid subject to and in accordance with provisions set out under this RFP. Generally, the Lowest Bidder shall be the Selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in Section 3 of this RFP, be invited to match the Bid submitted by the Lowest Bidder in case such Lowest Bidder withdraws before issuance of LOI or is not selected for any reason. In the event that none of the other Bidders

match the Bid of the Lowest Bidder, the Authority may, in its discretion, either invite fresh Bids from the all Bidders or annul the Bidding Process.

- 1.2.3 The Bid shall be valid for a period of not less than 120 (One Hundred and Twenty) days from the Bid Due Date. In terms of this RFP, a Bidder shall be required to deposit, along with its Bid, a bid security equivalent to the amount specified in serial number 5 of the Data Sheet (“**Bid Security**”). The Bid Security shall be refundable, not later than 60 (Sixty) days from the Bid Due Date except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Agreement. The Bidders shall have to provide Bid Security in the form of a Bank Guarantee issued by a Nationalised Bank or any other bank specified in the Government of Gujarat, GR No: EMD/10/2019/50/DMO dated November 1, 2019 (and as amended from time to time) in the format set out in Annexure D in favor of “**Gujarat Council of Science City**” payable at Ahmedabad, which is acceptable to the Authority, and the validity period of the Bank Guarantee, shall not be less than 180 (One Hundred and Eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. For the avoidance of doubt, the original Bid Security (in the form of Bank Guarantee as per the format prescribed in this RFP) shall be submitted along with the hard copy submission of the Enclosures of Bid and a scanned copy of the Bid Security shall be uploaded as part of the online submission of the Bid on the e-Procurement Portal.
- 1.2.4 The Bidders are invited to examine the proposed site for the Project at Gujarat Science City, Ahmedabad (“**Site**”) and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Project and for carrying out the works and obligations, in accordance with the terms and conditions of this RFP and the Agreement.
- 1.2.5 The Bidding Documents in its entirety will be available for download from the website <https://www.nprocure.com> (“**e-Procurement Portal**”) or from the Authority’s websites - <https://scity.gujarat.gov.in> from the date mentioned in Clause 1.3. To participate in the Bidding Process, the Bidder should complete download of the Bidding Documents from the e-Procurement Portal and submit final Bid through the e-Procurement Portal. Bidders are required to familiarize themselves with the instructions available on the e-Procurement Portal in relation to online submission of their Bids. Bids which are submitted on the e-Procurement Portal alone shall be accepted by the Authority. The Bidders are advised to download the Bidding Documents at least 1 (one) day prior to the Bid Due Date so as to safeguard their participation and avoid any delay. The Bidders are advised to upload the Bid sufficiently before the specified time on the Bid Due Date to avoid any technical issues or malfunction in the network caused by heavy internet traffic on the Bid Due Date. The Authority shall not be responsible for any failure, malfunction or breakdown of the e-Procurement Portal during the Bidding Process.
- 1.2.6 Any queries or request for additional information concerning this RFP shall be submitted by e-mail to the officer designated in the Data Sheet.

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

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

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

“Queries/Request for Additional Information: RFP for Supply, Installation, Commissioning, Operation, and Maintenance of IMAX 3D GT laser projection system at Gujarat Science City on PPP mode”

- 1.2.8 Any Addenda issued subsequent to this RFP, but on or before the Bid Due Date, will be deemed to form part of the Bidding Documents.

1.3 Schedule of Bidding Process

- 1.3.1 The Authority shall endeavor to adhere to the following schedule for the Bidding Process. However, the Authority may, at its own discretion, revise or extend any of the timelines set out in this schedule.

Volume I - Instructions to Bidders

| Event Description | Date |
|---|--------------------------------------|
| Issue of Bidding Documents | December 14, 2020 |
| Last Date for receiving pre-bid queries for the pre-bid meeting | December 24, 2020 |
| Pre-bid meeting | December 24, 2020 at 3:00 PM |
| Response to pre-bid meeting queries | December 28, 2020 |
| Bid Due Date | January 2, 2021 at 03:00 PM |
| Opening of Technical Bid | January 2, 2021 at 4:30 PM |
| Opening of Financial Bid | To be intimated to Qualified Bidders |
| Issue of LOA | To be intimated to Selected Bidder |
| Execution of Agreement | To be intimated to Selected Bidder |

2. INSTRUCTION TO BIDDERS

A. GENERAL

2.1 General terms of Bidding

- 2.1.1 No Bidder shall submit more than 1 (one) Bid for the Project. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another Bid either individually or as a member of any Consortium, as the case may be.
- 2.1.2 Unless the context otherwise requires, the terms not defined in this RFP, but defined in the Development Agreement shall have the meaning assigned thereto in the Agreement.
- 2.1.3 The Bidding Documents shall be available for download from the e-Procurement Portal. Any modifications/Addendum/responses to queries shall be updated on the e-Procurement Portal and the Bidders are requested to check the e-Procurement Portal regularly for updates. The Authority shall not undertake any responsibility if any Bidder fails to regularly check the e-Procurement Portal for Addenda.

It shall be mandatory for the Bidders to get themselves registered with the e-Procurement Portal to obtain user ID and password, so as to participate in this Bidding Process. Furthermore, for the purpose of submission of the Bid, the Bidder shall mandatorily procure Class III encryption type Digital Signature Certificate (DSC) and sign and encrypt the Bid using such digital signature certificate during time of submission of Bid.

For avoidance of doubt, it is clarified that the Bid shall be submitted online on or before the Bid Due Date and time on the e-Procurement Portal and the Enclosures of Bid shall be submitted in original as specified in Clause 2.11.1 (b) at the address specified in this Clause 2.1.3 below on or before the Bid Due Date and time. The Bidder shall deposit a non-refundable tender document fee as specified in serial number 4 of the Data Sheet (the “**Document Fee**”) towards purchase of this RFP. The Document Fee shall be in the form of a demand draft issued by a Scheduled Bank in India, in favour of “**Gujarat Council of Science City**” payable at Ahmedabad.

For the avoidance of doubt, it is clarified that the physical hard copy of only the Enclosures of Bid, as specified in Clause 2.11.1 (b) shall be submitted on or before the Bid Due Date and time at the address specified below as per the details set out in Clause 2.11, and in no case shall the Financial Bid be submitted offline i.e. through hard copy submission. Failing this condition, the Bid shall be liable to be rejected

Address: Gujarat Council of Science City, Science City Road, Sarkhej Gandhinagar Highway, Ahmedabad, Gujarat 380060

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

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

| | | |
|------------|---|--|
| ANNEXURE A | : | Letter Comprising the Bid |
| ANNEXURE B | : | General Information of Bidder & Statement of Legal Capacity |
| ANNEXURE C | : | Power of Attorney for Signing of Bid accompanied by Board Resolution/ Charter Document in favor of executant |
| ANNEXURE D | : | Bid Security (Bank Guarantee) |
| ANNEXURE E | : | Technical Capacity of Bidder |
| ANNEXURE F | : | Financial Capacity of Bidder |
| ANNEXURE G | : | Joint Bidding Agreement |
| ANNEXURE H | : | Power of Attorney for Lead Member of Consortium |
| ANNEXURE I | : | Undertaking by the Bidder |
| ANNEXURE J | : | Bid Checklist |

2.1.6 The Financial Bid for the Project should be furnished online on the e-Procurement Portal in the format set for reference only, at Appendix–II, clearly indicating the Capital Grant amount in both figures and words, in INR and digitally signed by the Bidder’s authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account. The Financial Bid shall be submitted online only (not to be submitted in hardcopy) for the Project. The payment of the Capital Grant by the Authority to the Developer shall be as per the terms and conditions of the Agreement at Volume II.

2.1.7 As mentioned in Clause 1.2.3, the Bidder shall deposit Bid Security in accordance with the provisions of this RFP. The Bidder has to provide the Bid Security in the form of Bank Guarantee, acceptable to the Authority, as per format set forth in Annexure D of Appendix-I.

2.1.8 The validity period of the Bank Guarantee shall not be less than 180 (One Hundred and Eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable not later than 60 (sixty) days from the Bid Due Date, except in the case of the Selected Bidder (s) whose Bid Security shall be retained till it has provided a Performance Security under the Agreement.

2.1.9 The Bidder should submit a Power of Attorney as per the format set forth in Annexure C of Appendix-I, duly supported with extracts of the charter document or board resolution, in favour of executant, authorising the signatory of the Bid to commit the Bidder.

2.1.10 In case the Bidder is a Consortium, the members thereof should furnish a power of attorney in favour of any member, which member shall thereafter be identified as the Lead Member, in the format as specified in Appendix – H, duly supported by a charter document or board resolution in favour of executant. In case the Bidder is a Consortium, Joint Bidding Agreement in the format as specified in Annexure G shall be submitted by the Bidder.

- 2.1.11 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 2.1.12 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
- 2.1.13 The Bidding Documents including this RFP and all attached documents are and shall remain the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.1.13 shall also apply *mutatis mutandis* to Bids and all other documents submitted by the Bidders, and the Authority will not return any Bid, or any information provided along therewith.
- 2.1.14 A Bidder shall not have a conflict of interest, as more specifically described below, (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be. The Bidder acknowledges and agrees that such forfeiture and appropriation of the Bid Security or Performance Security (as the case may be) is reasonable and represents the mutually agreed genuine pre-estimated loss and damages likely to be suffered and incurred by the Authority and is not in the nature of penalty for, *inter alia*, the time, cost and effort spent by the Authority, including for consideration of such Bidder’s Bid (“**Damages**”). The Bidder acknowledges and agrees that such forfeiture and appropriation of the Bid Security or Performance Security (as the case may be) is without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

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

- a) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate is less than 5 per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in Section 2(72) of the Companies Act, 2013. For the purposes of this Clause 2.1.14, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an

intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or

- b) a constituent of such Bidder is also a constituent of another Bidder; or
- c) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or Associate; or
- d) such Bidder has the same legal representative for the purposes of this Bid as any other Bidder; or
- e) such Bidder or any Associate thereof has a relationship with another Bidder or any Associate thereof, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Bid of either or each of the other Bidder; or
- f) such Bidder has participated as a consultant or sub-consultant to the Authority in the preparation of any documents, design or technical specifications relating to the Project.

Explanation:

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

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

2.1.16 A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Agreement. In the event any such adviser is engaged by the Selected Bidder or Developer, as the case may be, after issuance of the LOA or execution of the Agreement, for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have thereunder or otherwise, the LOA or the Agreement, as the case may be, shall be liable to be terminated without

the Authority being liable in any manner whatsoever to the Selected Bidder or Developer for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated prior to the Bid Due Date. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

2.1.17 This Bidding Documents and RFP are not transferable.

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

- a) Bidders should submit and upload clearly marked and referenced continuation pages in the event that the space provided in the prescribed forms in the Appendices and Annexes thereto is insufficient. Alternatively, Bidders may format the prescribed forms making do provision for incorporation of the requested information;
- b) information supplied by a Bidder (or other constituent member if the Bidder is a Consortium) must apply to the Bidder, member or Associate named in the Bid and not, unless specifically requested, to other associated companies or firms;
- c) in responding to the RFP submissions, Bidders should demonstrate their capabilities in accordance with this RFP; and
- d) in case the Bidder is a Consortium, each member should substantially satisfy the RFP.

2.2 Eligibility of Bidders

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

- a) The Bidder for qualification may be a single entity or a group of entities (the “**Consortium**”), coming together to implement the relevant Project. However, no Bidder applying individually or as a Member of a Consortium, as the case may be, can be a Member of another Consortium. The term Bidder used herein would apply to both a single entity and a Consortium. The maximum Members in a Consortium will be limited to 2 (two).
- b) A Bidder shall be a company registered in India under the Companies Act 1956/2013 or any other entity/firm/body-corporate/proprietorship/ or institutions incorporated/registered under relevant statutes/laws in India, or any combination of the above (with a formal intent to form a Consortium, meeting the requirements set out in this RFP), provided however that natural persons are not eligible to submit their bids either individually or as member of a Consortium. The Bidder shall submit incorporation documents/charter documents in support along with the Technical Bid.
- c) In case the Bidder is a Consortium of entities, it should comply with the following additional requirements:
 - i. Bid should contain the information required for each Member of the Consortium,

provided number of Members of the Consortium shall not exceed 2 (two);

- ii. Members of the Consortium shall nominate 1 (one) member as the Lead Member;
- iii. The nomination of the Lead Member shall be supported by a Power of Attorney, as per the format set forth in Annexure H, signed by all the other Members of the Consortium;
- iv. The Members of a Consortium shall execute the Project through the Lead Member who shall sign the Agreement with Authority, for and on behalf of the Consortium. In this regard, it is clarified that all Members of the Consortium shall be jointly and severally liable to execute the Project during the Concession period;
- v. Members of the Consortium shall enter into a binding Joint Bidding Agreement for the purpose of submitting their Bid; and
- vi. Without prejudice to the joint and several liability of all the Members of the Consortium, the Lead Member shall represent all the Members of the Consortium and shall at all times be liable and responsible for discharging the functions and obligations of the Developer. The Developer shall ensure that each Member of the Consortium shall be bound by any decision, communication, notice, action or inaction of the Lead Member on any matter related to this Project and the Authority shall be entitled to rely upon any such action, decision or communication of the Lead Member. The Authority shall have the right to release payments solely to the Lead Member and shall not in any manner be responsible or liable for the inter se allocation of payments among Members of the Consortium.

(Note: A copy of the Joint Bidding Agreement should be submitted along with the Bid. The Joint Bidding Agreement entered into between the Members of the Consortium should be specific to the Project and should fulfil the above requirements, failing which the Bid shall be considered non-responsive.)

- d) While, only entities registered/ incorporated in India are permitted to submit bid for the Project. It is clarified that as mandated under the Order (Public Procurement No. 1) dated 23rd July 2020 issued by the Ministry of Finance, Department of Expenditure, Public Procurement Division, the Bidder shall not, unless registered with the Competent Authority under the aforesaid Order, be related to an entity in a country which shares a land border with India, in any of the following ways:
 - a. A subsidiary of an entity incorporated, established or registered in such a country; or
 - b. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - c. An entity whose beneficial owner is situated in such a country; or
 - d. An Indian (or other) agent of such an entity; “agent” for the purposes of this RFP shall mean a person employed to do any act for another, or to represent another in dealings with third person.
 - e. natural person who is a citizen of such a country

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

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

Explanation –

a. “Controlling ownership interest” means ownership of or entitlement to more than 25% (twenty-five per cent) of shares or capital or profits of the company,

b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements,

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

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

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

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

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

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

2.2.2 Minimum Eligibility Criteria and Technical Bid Scoring

2.2.2.1 To be considered a Qualified Bidder and for the Financial Bid to be evaluated for further consideration in accordance with the terms herein, a Bidder, shall be required to, *inter alia*, fulfill the following minimum eligibility criteria in terms of Technical Capacity and Financial Capacity (“**Minimum Eligibility Criteria**”):

(A) **Technical Capacity:** For demonstrating technical capacity and experience, the Bidder (single entity or consortium of entities, as the case may be), shall be required to fulfil the following experience criteria’s as set out below:

1. Bidder to have an experience of at least 1 year of operating a minimum of 1 screen with IMAX based projection system across theatres and/or multiplexes in India, in the last 5 years.

Or

2. Bidder to have an experience of at least 3 years of operating a minimum of 3 screens with digital projection systems across any theatre and/or multiplexes in India, in the last 5 years.

Or

3. Bidder to have an experience of atleast one project of supplying and/or installing and/or commissioning of permanent installations of theatre digital projection systems with a total cost of atleast INR 9 Crores, in the last 5 years

Or

4. Bidder to have an experience of developing and operating (on a PPP basis) at least one commercial space consisting of theatres and/or multiplexes with the built-up area of the theatre / multiplex to be at least 2800 sq.m, in the last 5 years

In case of a Consortium, the technical capacity of the Consortium Members are allowed to be aggregated to satisfy the Technical Capacity.

(B) **Financial Capacity:**

The Bidder (single entity or consortium of entities, as the case may be) shall be required to demonstrate and fulfil average annual turnover of at least INR 5.4 Crores (Indian Rupees Five Crore Forty Lakhs) during the last 3 (three) financial years immediately preceding the Bid Due Date. The Bidder shall have a positive net worth at the end of the last financial year immediately preceding the Bid Due Date.

2.2.2.2 The Bidder shall provide documentary evidence for the above as specified in this Clause 2.2.2.2. Such documentary evidence shall be duly signed by the authorized signatory of the sole entity Bidder. The documentary evidence referred herein shall include:

a) The Bidder shall provide documentary evidence by way of Statutory Auditor’s/Chartered Accountant’s certificate or client certificate or certificates from clients for successful completion of Contract or agreement copy clearly indicating the project cost, completion date, scope of work, as the case may, as the case may be in support of the Bidder fulfilling the given Technical Capacity criteria.

b) Statutory auditor’s/chartered accountant’s certificate and audited annual report/financial statement for the relevant Financial Years for demonstrating the Financial Capacity. In case the

annual accounts for the latest Financial Year are not audited, the Bidder shall provide an undertaking duly signed by the statutory auditor/chartered accountant to this effect and shall submit the statutory auditor's/chartered accountant's certificate and audited annual report/financial statement for the Financial Year preceding the latest Financial Year.

For the purposes of this RFP, the capitalised term “**Net Worth**” means:

- i. In case the Bidder is an Indian company: the aggregate value of the paid-up share capital and all free reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write – back of depreciation and amalgamation;
- ii. In all other cases: Total of paid-up capital and free reserves, less intangible assets as per the latest audited balance sheet or account statement certified by a statutory auditor, chartered accountant, public chartered accountant or any registered accounts practitioner by whatever name called.

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

the aggregate value of the realization of amount made by the sale, supply or distribution of goods and/or on account of services rendered by the company during a financial year. For avoidance of doubt, it is clarified that it shall not include interest earned from financial instruments.

In computing the Technical Capacity and Financial Capacity of the Bidder under this Clause 2.2.2, the Technical Capacity and Financial Capacity of their respective Associates would also be eligible hereunder. The definition of Associate has been provided herein in this RFP in the Explanation to Clause 2.1.14. It is clarified that a certificate from a qualified external auditor who audits the book of accounts of the Bidder shall be provided to demonstrate that a person is an Associate of the Bidder.

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

Further, a Bidder including any Consortium member or Associate should, in the last three (3) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, Consortium member or Associate, as the case may be, nor should have been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder, Consortium member or Associate.

Provided, however, that where a Bidder claims that its disqualification arising on account of any cause or event specified in this Clause 2.2.3 is such that it does not reflect (a) any malfeasance on its part in relation to such cause or event; (b) any willful default or patent breach of the material terms of the relevant contract; (c) any fraud, deceit or misrepresentation in relation to such contract; or (d) any rescinding or abandoning of such contract, it may make a representation to this effect to the Authority for seeking a waiver from the disqualification hereunder and the Authority may, in its sole discretion and for reasons to be recorded in writing, grant such waiver if it is satisfied with the grounds of such representation and is further satisfied that such waiver is not in any manner likely to cause a material adverse impact on the Bidding Process or on the implementation of the Project.

- 2.2.4 The Bid must be accompanied by the audited annual reports of the Bidder for the latest 3 (three) Financial Years preceding the Bid Due Date. The Bidder shall enclose in its Bid, as per the format set forth in Annexure F of Appendix-I, complete with its Annexes, the certificate(s) from its statutory auditors specifying the Turnover and, Net Worth of the Bidder as specified in Clause 2.2.2 and also specifying that the methodology adopted for calculating such Turnover and Net Worth conforms to the provisions of Clause 2.2.2.

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

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

For the avoidance of doubt, “**Financial Year**” shall, for the purposes of the Bid hereunder and for the purpose of the Bidding Documents and this RFP, mean the accounting year followed by the Bidder in the course of its normal business.

2.4 Cost of Bidding

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

2.5 Sites visit and verification of information

- 2.5.1 Bidders are encouraged to submit their respective Bids after visiting the Site and ascertaining for themselves the conditions, location, surroundings, Applicable Laws, applicable permits and regulations, and any other matter considered relevant by them for submitting their Bids in response to this RFP.

2.5.2 Acknowledgement by Bidder

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

- a) made a complete and careful examination of the Bidding Documents;
- b) received all relevant information requested from the Authority;
- c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.5.1 above;
- d) satisfied itself about all matters, things and information including matters referred to in Clause 2.5.1 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
- e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Agreement;
- f) undertaken that no change in the specifications of the Project Facilities shall be carried out after the submission of the Bid, and, no changes can be sought in the make and models after execution of the Agreement; and
- g) agreed to be bound by the undertakings provided by it under and in terms hereof.

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

2.6 Right to accept and to reject any or all Bids

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

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

2.6.3 The Authority reserves the right to reject any Bid and appropriate the Bid Security if, at any time, a material misrepresentation is made or uncovered or the Bidder does not provide, within the time specified by the Authority, supplemental information sought by the Authority for evaluation

of the Bid. Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Bids have been opened and the First Ranked Bidder gets disqualified / rejected, then the Authority reserves the right to:

- (a) to choose the Selected Bidder in accordance with Clause 3.3; or
- (b) take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

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

B. DOCUMENTS

2.7 Documents

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

Invitation for Bids

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

Appendices

I. Formats for Technical Bid

- ANNEXURE A. Letter comprising the Bid
- ANNEXURE B. General Information of Bidder & Statement of Legal Capacity
- ANNEXURE C. Power of Attorney for Signing of Bid
- ANNEXURE D. Bid Security (Bank Guarantee)
- ANNEXURE E. Technical Capacity of Bidder
- ANNEXURE F. Financial Capacity of Bidder

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| ANNEXURE G | Joint Bidding Agreement |
| ANNEXURE H | Power of Attorney for Lead Member of Consortium |
| ANNEXURE I | Undertaking by Bidder |
| ANNEXURE J | Bid Checklist |

II. Indicative Format for Financial Bid

2.8 Clarifications

- 2.8.1 Bidders requiring any clarification on the Bidding Documents including this RFP may notify the Authority by e-mail in accordance with Clause 1.2.7. They should send in their queries before the Bid Due Date specified in Clause 1.3. The Authority shall endeavour to respond to the queries within the period specified therein, but no later than five (5) days prior to the Bid Due Date. The responses will be given on e-mail. The Authority may forward all the queries and its responses thereto, to all Bidders without identifying the source of queries and shall endeavor to also upload the responses on the e-Procurement Portal.
- 2.8.2 The Authority shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.
- 2.8.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.
- 2.8.4 To facilitate evaluation of the Bids, the Authority may, at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) may without prejudice include clarifications with respect to minor deviations found in the Bid and shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 2.8.5 If a Bidder does not provide clarifications sought under Clause 2.8.4 above within the prescribed time, its Bid may be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing and interpreting the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

2.9 Amendment of RFP

- 2.9.1 At any time prior to the deadline for submission of Bids, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify this RFP by the issuance of an addendum amendment/corrigendum (“**Addendum**”).
- 2.9.2 Any Addendum issued hereunder shall be uploaded on the e-Procurement Portal.

- 2.9.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, at its own discretion, extend the Bid Due Date.
- 2.9.4 The Bidders who have downloaded the Bidding Documents are advised to regularly check for Addendum, if any issued by the Authority and which shall form part and parcel of the Bidding Documents. Such Addendum will be posted on the e-Procurement Portal. Any ignorance on the part of the Bidder in not checking the e-Procurement Portal will not be an excuse and the Authority not be responsible if any Bidder omits to notice any Addendum.

C. PREPARATION AND SUBMISSION OF BIDS

2.10 Format and Signing of Bid

- 2.10.1 The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects and which are submitted on the e-Procurement Portal on or prior to the Bid Due Date. Incomplete and /or conditional Bids or Bids not submitted online on the e-Procurement Portal shall be rejected.
- 2.10.2 The Bidders shall submit both the Technical Bid as well as the Financial Bid, along with all the annexures thereto, on the e-Procurement Portal. Each page of the Bid shall be signed digitally by the Bidder. The Bidders shall complete uploading their Bids by signing with Digital Signature Certificates, upon uploading the soft copy of the Technical Bid and the Financial Bid to the e-Procurement Portal. For the avoidance of doubt, the Bidders shall be required to procure the necessary Digital Signature Certificate for the purpose of submission of the Bid.
- 2.10.2 The Bidders shall only be required to submit a physical hard copy of the Enclosures specified in Clause 2.11.1(b) below in accordance with the terms specified in this RFP. The hard copy of the Enclosures shall be typed and signed in indelible blue ink by the authorized signatory of the Bidder who shall also initial each page in indelible blue ink. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid. The Bid shall contain page numbers and shall be bound together in a manner that does not allow addition, deletion or replacement of any page. For the avoidance of doubt, under no circumstance shall a hard copy of Financial Bid be submitted along with Technical Bid. Submission of a hard copy of the Financial Bid shall lead to the entire Bid being declared as non-responsive.

2.11 Submission of Bids

- 2.11.1 The Bidder shall submit the Technical Bid, online and only the Enclosures of Bid shall be submitted in hard copy at the address specified in Clause 2.1.3. The Financial Bid shall be submitted online only on the e-Procurement Portal in the format provided on the e-Procurement Portal. The format for Financial Bid provided in Appendix II is only indicative in nature. There shall be no physical hard copy submission of the Financial Bid under any circumstance. Submission of hard copy of the Financial Bid shall lead to the Bid being declared as non-responsive.

The Technical Bid shall comprise of the following documents along with supporting documents as appropriate:

a. Technical Bid:

- i Letter comprising the Bid (Appendix – I - **ANNEXURE A**);
- ii General Information of Bidder and Statement of Legal Capacity (Appendix – I - **ANNEXURE B**)
- iii Power of Attorney for signing of Bid in the prescribed format (Appendix – I - **ANNEXURE C**) supported by board resolution / charter document in favour of executant;
- iv Bid Security (Appendix – I - **ANNEXURE D**);
- v Technical Capacity of the Bidder (Appendix – I - **ANNEXURE E**);
- vi Financial Capacity of the Bidder (Appendix – I - **ANNEXURE F**);
- vii Joint bidding Agreement (Appendix – I - **ANNEXURE G**);
- viii Power of attorney for lead member (Appendix – I - **ANNEXURE H**);
- ix Undertaking by bidders regarding supply of materials with mentioned specifications and approved makes in this RFP (**ANNEXURE I**)
- x Bid Checklist (Appendix – I - **ANNEXURE J**);
- xi A copy of the Agreement with each page initialed by the person signing the Bid in pursuance of the Power of Attorney referred to in Clause (c) hereinabove.
- xii All Addendum, Corrigendum and responses to Pre-Bid Queries published by the Authority with each page initialed by the person signing the Bid in pursuance of the Power of Attorney referred to in Clause (c) hereinabove.
- xiii Copies of the incorporation documents or charter documents.
- xiv Audited annual report, balance sheet and financial statement for the last three (3) Financial Years preceding the Bid Due Date.
- xv Receipt of Document Fee [if purchased from designated address of Authority] or Document Fee instrument [if Bidding Document is downloaded]

b. Details of Documents to be submitted in Enclosures of Bid:

The Bidder shall besides uploading scanned copies of the following on the Website, also submit original of the following documents in physical hard copy in sealed envelope at the Authority's office address set out in Clause 2.1.3 no later than the time specified in Clause 1.3 hereof:

- (i) Bid Security in the prescribed format (Appendix –I **Annexure D**);
- (ii) Power of Attorney for signing of Bid in the prescribed format (Appendix – I - **ANNEXURE C**) supported with board resolution / charter document in favour of the executant;
- (iii) Instrument of Document Fee [if bidding Documents are downloaded and not purchased physically];
- (iv) Letter comprising the Bid (Appendix – I - **ANNEXURE A**);
- (v) Undertaking by the Bidder (Appendix – I – **ANNEXURE I**)

(c) Financial Bid

The Financial Bid, which shall be uploaded online (no hard copy submission), shall only be submitted in the excel sheet format provided on the e-Procurement Portal. The format provided in Appendix II is indicative only and is for reference purposes.

- 2.11.2 The Technical Bid shall be submitted online and uploaded on the e-Procurement Portal. The Bidder shall also provide one physical hard copy of the documents specified in Clause 2.11.1 (b) (“**Enclosures of Bid**”) in accordance with the terms provided in this RFP. For the online submission, each page of the Technical Bid, including the annexures thereto, shall be signed digitally by the authorized signatory of the Bidder. The Bidders are required to sign their Bids using Digital Signature Certificates at the time of uploading the soft copy of the Technical Bid.
- 2.11.3 The Financial Bid shall be submitted online on the e-Procurement Portal only in the excel sheet format provided on the e-Procurement Portal. Physical hard copy submission of the Financial Bid shall lead to the Bid being declared as non-responsive. Upon uploading the Financial Bid on the e-Procurement Portal, the Bidders shall be required to sign and encrypt the same using the relevant Digital Signature Certificates.
- 2.11.4 The hard copy of the Enclosures of Bid specified in Clause 2.11.1 (b) shall be placed in an envelope bearing the following:

“Enclosure to RFP for Supply, Installation, Commissioning, Operation, and Maintenance of IMAX 3D GT laser projection system at Gujarat Science City on PPP mode ” and shall clearly indicate the name and address of the Bidder.

The aforementioned hard copy of the Enclosures of the Bid shall be submitted to the address mentioned in Clause 2.1.3 of this RFP. There shall be no financial bid along with “**Enclosures to Bid**”

- 2.11.5 If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted.
- 2.11.6 In the event of any discrepancy between the soft copy of the Technical Bid uploaded to the e-Procurement Portal and the Enclosures of the Bid, hard copy of Enclosures of Bid (comprising legal documents and financial instrument) shall prevail over the soft copy.
- 2.11.7 Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

2.12 Bid Due Date and Time

- 2.12.1 Both the Technical Bid and the Financial Bid should be submitted online on the e-Procurement Portal or before the time specified in Clause 1.3 on or before the Bid Due Date in the manner and form as detailed in this RFP. For the avoidance of doubt, the hard copy submission of the Technical Bid shall also be completed on or before the time specified in Clause 1.3 on or before the Bid Due Date failing which the Bid shall be rejected as non-responsive and returned unopened.

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

2.13 Late Bids

Bids (both online submission on e-Procurement Portal and hard copy submission of Technical Bid) received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected and returned unopened.

2.14 Contents of the Bid

- 2.14.1 The Technical Bid for the Project shall be uploaded online on the Website in the formats provided under Appendix – I on or prior to the Bid Due Date. The Bidder shall also submit a hard copy of the Technical Bid in the manner specified in this Bid Document in Clause 2.11.1 (b).

- 2.14.2 The Financial Bid shall be furnished in the excel sheet format provided on the e-Procurement Portal. The format provided in Appendix II is indicative in nature and is for the purpose of providing reference to the Bidders. The Bidder shall specify the Capital Grant (in INR) (“**Financial Bid Parameter**”) the amount payable to the Selected Bidder by the Authority in accordance with this RFP and the provisions of the Agreement, upon being selected as the Developer for the Project. The Capital Grant must be provided in the Financial Bid. The financial bidding parameter should normally be specified in a manner that requires the Bidders to quote a number (up to two decimal places).

- 2.14.3 The opening of Bids and acceptance thereof shall be substantially in accordance with this RFP.

2.15 Modifications/ Substitution/ Withdrawal of Bids

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

- 2.15.2 The Bidder may substitute or modify or withdraw the Bid by uploading a scanned copy of a letter addressed to the person mentioned in Clause 2.11.4. The Bidder should also deliver the original substitution or withdrawal or modification letter/notice to the Authority to substitute or withdraw or modify the hard copy of the Technical Bid submitted to the Authority.

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

- 2.15.4 If the Authority receives a substitution notice from a Bidder before the specified time on the Bid Due Date, then the Bidder will be allowed to substitute its original Bid, and the hard copy of the original Technical Bid will be returned unopened.

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

2.16 Rejection of Bids

2.16.1 If any Bid received by the Authority is found not signed and/or sealed and/or hard bound and/or marked as stipulated in Clauses 2.10 and 2.11, and/or not accompanied by the Bid Security as specified in Clause 1.2.3, it may be summarily rejected.

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

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

2.17 Validity of Bids

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

2.18 Confidentiality

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

2.19 Correspondence with the Bidder

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

D. BID SECURITY

2.20 Bid Security

2.20.1 The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clauses 1.2.3 in the form of a bank guarantee issued by a Nationalised Bank or any other bank specified in the Government of Gujarat, GR No: EMD/10/2020/42/DMO dated October 19, 2020 (and as amended from time to time) in the format set out in Annexure D of Appendix -I in favor of “Gujarat Council of Science City” payable at Ahmedabad (the “Bank Guarantee”) and having a validity period of not less than 180 (One Hundred and Eighty) days from the Bid Due Date,

inclusive of a claim period of 60 (sixty) days as may be extended by the Bidder from time to time.

- 2.20.2 The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.
- 2.20.3 Save as provided in Clause 1.2.3, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on selection of the Selected Bidder(s) or when the Bidding process is cancelled by the Authority.
- 2.20.4 The Selected Bidder(s)' Bid Security will be returned, without any interest, upon the Bidder signing the Agreement and furnishing the Performance Security in accordance with the provisions thereof. The Authority may, at the Selected Bidder(s)' option, adjust the amount of Bid Security in the amount of Performance Security to be provided by him in accordance with the provisions of the Agreement.
- 2.20.5 The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages *inter alia* in any of the events specified in Clause 2.20.6 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the Bid validity period. No relaxation of any kind on Bid Security shall be given to any Bidder.
- 2.20.6 The Bid Security shall be forfeited and appropriated by the Authority as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or the Agreement, or otherwise, under the following conditions:
- (a) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;
 - (b) If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by the Bidder from time to time;
 - (c) In the case of Selected Bidder(s), if it fails within the specified time limit -
 - (i) To sign the Letter of Award;
 - (ii) Sign the Agreement; or
 - (iii) To furnish the Performance Security within the period prescribed thereof in the Agreement;
 - (d) In case the Selected Bidder(s), having signed the Agreement, commits any breach thereof prior to furnishing the Performance Security.
- 2.20.7 The Bid Security of Bidders whose Bid is rejected on account of not meeting the Minimum Eligibility Criteria will be returned to such unsuccessful Bidder, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding Process is cancelled by the Authority and in any case within a period of Sixty (60) days from the Bid Due Date.

3. EVALUATION OF BIDS

3.1 Opening and Evaluation of Bids

- 3.1.1 The Authority shall open the soft copy of the Technical Bid on the e-Procurement Portal at the prescribed time in Clause 1.3 and the place specified in Clause 2.1.3 in the presence of the Bidders and their authorized representatives who choose to attend.
- 3.1.2 The Authority shall examine and evaluate the Bids in accordance with the provisions set out in this Section 3.
- 3.1.3 To facilitate evaluation of Technical Bid, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Technical Bid.

3.2 Tests of responsiveness

- 3.2.1 As part of the evaluation of Technical Bids, the Authority shall determine whether each Bid is responsive to the requirements of this RFP. A Bid shall be considered responsive only if:
 - (a) it is received as per the format at Appendix – I;
 - (b) it is received by the Authority on or before the specified time on the Bid Due Date including any extension thereof pursuant to Clause 2.12.2;
 - (c) it is signed as stipulated in Clauses 2.10 and 2.11;
 - (d) it is accompanied by the Bid Security as specified in Clause 1.2.3;
 - (e) it is accompanied by the Power(s) of Attorney as specified in Clause 2.1.9;
 - (f) it does not contain any condition or qualification;
 - (h) it is not non-responsive in terms hereof; and
 - (i) Instrument of Document Fee [if bidding Documents are downloaded and not purchased physically] or Receipt of Document Fee [if purchased from designated address of Authority];
 - (j) the hard copy of the Technical Bid (Enclosure of Bids) as per Clause 2.11.1 (b) is bound, sealed and signed and marked as stipulated in accordance with Clauses 2.10 and 2.11.
 - (k) It is accompanied by evidence of valid registration by the Competent Authority, in the manner provided in the Order (Public Procurement No. 1) dated 23rd July 2020 issued by the Ministry of Finance, Department of Expenditure Public Procurement Division, which

shall be attached along with Letter Comprising the Bid (Appendix -1, Annexure -A, in order to demonstrate compliance with Clause 2.2.1 (d) of the RFP (if applicable);

- (l) It contains all the information and documents (complete in all respects) as requested in this RFQ;
 - (m) It contains all the information in formats same as those specified in this RFP;
For the avoidance of doubt, the Technical Bid shall only be considered responsive if the Bidder has submitted and uploaded the soft copy of the Technical Bid on the e-Procurement Portal, including a scanned copy of the Power(s) of Attorney mentioned in Annexures C of Appendix I as well as the scanned copy of the Bid Security in the format mentioned in Annexure D of Appendix I. The Bidder shall also mandatorily submit the hard copy of the Technical Bid in accordance with Clause 2.11.1(b) on or prior to the Bid Due Date.
- 3.2.2 The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid. Provided, however, that the Authority may, in its discretion, allow the Bidder to rectify any infirmities or omissions if the same do not constitute a material modification of the Bid.

3.3 Selection of Bidder

- 3.3.1 Financial Bids of only Qualified Bidders shall be entitled to opening of their Financial Bid subject to and in accordance with provisions set out under this RFP. The Financial Bids shall be opened online on the e-Procurement Portal. The Qualified Bidder who quotes the Lowest Capital Grant, shall be declared as the selected Bidder (the “**Selected Bidder**”)
- 3.3.3 In the event that, the assessed Financial Bid of two or more Bidders is the same (the "Tie Bid"), the Authority shall identify Selected Bidder as Bidder with the highest Financial Capacity as specified in Clause **2.2.2 (B)**
- 3.3.4 In the event that the Lowest Bidder is not selected for any reason, the Authority shall annul the Bidding Process and invite fresh Bids. In the event that the Authority rejects or annual all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh bids hereunder.
- 3.3.5 After selection, a Letter of Award (the “**LOA**”) shall be issued, in duplicate, by the Authority to the Selected Bidder(s) and the Selected Bidder(s) shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder(s) is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder(s) to acknowledge the LOA, and the next Qualified Bidder may be considered.
- 3.3.6 After acknowledgement of the LOA as aforesaid by the Selected Bidder(s), it shall execute the Agreement within the period prescribed in Clause 1.3. The Selected Bidder(s) shall not be entitled to seek any deviations from the Agreement.

3.4 Contacts during Bid Evaluation

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

3.5 Correspondence with Bidder

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

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

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

4. FRAUD AND CORRUPT PRACTICES

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

- d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- e) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

5. PRE-BID CONFERENCE

- 5.1 Pre-bid conferences /webinar of the Bidders shall be convened at the designated date, time and place provided in the Data Sheet and Clause 1.3 of this RFP. A maximum of 1 (one) representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.
- 5.2 During the course of pre-bid conference / webinar, the Bidders shall be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, at its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.
- 5.3 There would additionally be a Site visit facilitated by the Authority. Interested Bidders must send an email to ed-gcsc@gujarat.gov.in requesting the Authority to facilitate the Site visit.
- 5.4 The Authority may also organize additional pre-bid meetings and Site visits and the details regarding the same will be made available in the website of the Authority.

6.MISCELLANEOUS

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

APPENDIX – I: FORMATS FOR TECHNICAL BID

ANNEXURE A
Letter Comprising the Bid

Dated:

To

Executive Director
Gujarat Council of Science City
Science City Road,
Sarkhej Gandhinagar Highway,
Ahmedabad,
Gujarat 380060

Sub: ***RFP for Supply, Installation, Commissioning, Operation, and Maintenance of IMAX 3D GT laser projection system at Gujarat Science City on PPP mode***

Dear Sir,

1. With reference to your RFP document dated *****, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the Project. The Bid is unconditional and unqualified.
2. I acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying such RFP for Supply, Installation, Commissioning, Operation, and Maintenance of IMAX 3D GT laser projection system at Gujarat Science City on PPP mode, and we certify that all information provided in the Bid and in Appendix I and Appendix II is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as the Developer for the design, engineering, procurement and construction, operation and maintenance for the period of 10 years from the date of issue of completion certificate of the aforesaid Project.
4. I shall make available to the Authority any additional information it may find necessary or required to supplement or authenticate the Bid.
5. I acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

6. We certify that in the last 3 (three) years, we or our Associate have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
7. I declare that:
 - a) I have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority;
 - b) I do not have any Conflict of Interest in accordance with Clause 2.1.14 of the RFP;
 - c) I have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any Authority, Central or State; and
 - d) I hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with the provisions of this RFP.
9. We believe that we satisfy the Net Worth and Turnover criteria and meet(s) all the requirements as specified in this RFP.
10. We declare that we are not disqualified or debarred from participating in this bidding process.
11. We certify that in regard to matters other than security and integrity of the country, We or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
12. We further certify that in regard to matters relating to security and integrity of the country, We or any of our Associates have not been charge-sheeted by any agency of the government/Authority or convicted by a Court of Law for any offence committed by us or by any of our Associates.
13. We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.
14. We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of provisions of this RFP, we shall intimate the Authority of the same immediately.

15. We undertake that the Statement of Legal Capacity as per format provided at Annexure B of the RFP document, and duly signed, is enclosed. The Power of Attorney for Signing of Bid, as per format provided at Annexure C of the RFP, are also enclosed.
16. We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of selection of the Developer under and in accordance with the RFP, We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, withdraw the Letter of Award. We further acknowledge and agree that in the event such change in control occurs after signing of the Agreement, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Agreement shall be liable to be terminated without the Authority/Authority being liable to us in any manner whatsoever.
17. We understand that the Selected Bidder shall be an existing Company {Company/proprietorship firm/insert nature of entity} incorporated under Companies Act, 1956/2013.
18. We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the Project and the terms and implementation thereof.
19. In the event of my being declared as the Selected Bidder, we agree to enter into an Agreement in accordance with the draft that has been provided to us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
20. We have studied all the Bidding Documents carefully and also surveyed the sites. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of it.
21. The Capital Grant has been quoted by us after taking into consideration all the terms and conditions stated in the RFP, Agreement, our own estimates of costs call volumes and after a careful assessment of the Site and all the conditions that may affect the Capital Grant and implementation of the Project.
22. The Bid Security in accordance with this RFP and in the form of a Bank Guarantee is attached.
23. We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, we shall have any claim or right of whatsoever nature if the Project /contract is not awarded to us or our Bid is not opened.
24. We have read the clause regarding restrictions on procurement from countries which share a land border with India and on sub-contracting to Developers from such countries under the proviso to Clause 2.2.1(d) of the RFP; We certify that this Bidder is not related to any entity from such a country or, if in case it is so related, it has been registered with the Competent Authority as provided in Order (Public Procurement No. 1) dated 23rd July 2020 issued by the

Ministry of Finance, Department of Expenditure Public Procurement Division and will not sub-contract any work to a Developer from such countries unless such Developer is registered with such Competent Authority. I/We hereby certify that this bidder fulfils all requirements in this regard as mentioned in this RFP and the aforesaid Order and is eligible to be considered. This shall be accompanied by, wherever applicable, evidence of valid registration by the Competent Authority, in the manner provided in the Order (Public Procurement No. 1) dated 23rd July 2020 issued by the Ministry of Finance, Department of Expenditure Public Procurement Division, which shall be attached along with this Letter Comprising the Bid, in order to demonstrate compliance with Clause 2.2.1 (d) of the RFP

25. { We agree and undertake to be jointly and severally liable for all the obligations of the Developer under the Agreement during the term of the Agreement in accordance with the terms thereof. Without prejudice to the joint and several liability of all the Members of the Consortium, the Lead Member shall represent all the Members of the Consortium and shall at all times be liable and responsible for discharging the functions and obligations of the Developer. The Developer shall ensure that each member of the Consortium shall be bound by any decision, communication, notice, action or inaction of the Lead Member on any matter related to this Agreement and the Authority shall be entitled to rely upon any such action, decision or communication of the Lead Member. The Authority shall have the right to release payments solely to the Lead Member and shall not in any manner be responsible or liable for the inter se allocation of payments among members of the Consortium. }¹

26. We agree and undertake to abide by all the terms and conditions of the RFP.

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

Yours faithfully,

Date:

(Signature of the Authorised signatory)

Place:

(Name and designation of the of the Authorised signatory)

Name and seal of Bidder

To be retained only in case of Consortium

ANNEXURE B
General Information of Bidder

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

2. Brief description of the {Company/Trust/ Society} including details of its main lines of business and proposed role and responsibilities in the Project:

3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:

4. Particulars of the Authorized Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) Fax Number:
 - (f) Name of Bidder

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

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

| | | | |
|--|--|--|--|
| | delay or has been penalized due to any other reason in relation to execution of a contract, in the last 3 (three) years? | | |
|--|--|--|--|

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

6. Statement of Legal Capacity

(To be forwarded on the letterhead of the Applicant)

Ref. Date:

To,

Executive Director
Gujarat Council of Science City
Science City Road,
Sarkhej Gandhinagar Highway,
Ahmedabad,
Gujarat 380060

Dear Sir,

We hereby confirm that we satisfy the terms and conditions laid out in the Bid document.
We have agreed that (insert individual's name) will act as our representative and has been duly authorized to submit the Bid. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.
Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

*Please strike out whichever is not applicable.

ANNEXURE C
Power of Attorney for Signing of Bid
(Refer Clause 2.1.9)

Know all men by these presents, We, _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. _____/ Ms _____ (Name), son/daughter/wife of _____ and presently residing at _____, who is {presently employed with us and holding the position of _____,} as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our *RFP for Supply, Installation, Commissioning, Operation, and Maintenance of IMAX 3D GT laser projection system at Gujarat Science City on PPP mode* (“Project”) proposed or being developed by the Gujarat Council of Science City, Government of Gujarat (the “Authority”) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders’ meetings and other conferences and providing information /responses to the Authority, representing us in all matters before the Authority, signing and execution of all documents and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the Project and/or upon award thereof to us and/or till the entering into of the Agreement with the Authority or any entity representing the Authority.

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

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

For

.....

(Signature)

Witnesses:
(Name, Title and Address)

- 1.
- 2.

[Notarised]

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *Power of Attorney should be executed on a non judicial stamp paper of appropriate value as relevant to the place of execution (if required under Applicable Laws).*

ANNEXURE D

Format for Bid Security (Bank Guarantee)

(Refer Clauses 2.1.7 and 2.20.1)

(To be executed on Stamp paper of appropriate value)

B.G. No.

Dated:

In consideration of you, the Gujarat Council of Science City, having its office at Ahmedabad, Gujarat (hereinafter referred to as the “Authority”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of {a Company registered under the provisions of the Companies Act, 1956/2013} and having its registered office at (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), *RFP for Supply, Installation, Commissioning, Operation, and Maintenance of IMAX 3D GT laser projection system at Gujarat Science City on PPP mode* (hereinafter referred to as the “Project”) pursuant to the RFP Document dated ***** issued in respect of the Project and other related documents (hereinafter collectively referred to as “Bidding Documents”), we [Name of the Bank] having our registered office at _____ and one of its branches at _____ (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. (Rupeesonly) as bid security (hereinafter referred to as the “Bid Security”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

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

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

3. This Guarantee shall be irrevocable and remain in full force for a period of 180 (One hundred and eighty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents. The decision of the Authority, that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority.
4. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
5. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
6. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
7. We undertake to make the payment on receipt of your notice of claim on us addressed to [*name of Bank along with branch address*] and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.

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8. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
9. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
10. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

Signed and Delivered by _____ Bank

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

(Signature of the Authorized Signatory)

(Official Seal)

ANNEXURE E
Technical Capacity of Bidder
 (Refer to Clause 2.2.2 of the RFP)

Form 1: Summary of Experience

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

Name of Bidder:

| Experience in: List down as per categories in Clause 2.2.2 of the RFP | |
|---|--|
| Project Name: | Location of Project: |
| Project Brief (Narrative description of Project) | Current status of the Project |
| Description of actual Contract provided: | |
| • | |
| Name of Client: | Address of Client: |
| | Contact phone number and e-mail of Client: |
| Start date (month/year): | Approximate value of Project: |
| Completion date (month/year): | |

And/Or

| Sr. No | Name of the theatre | Location (City, State, Country) of theatre | Commercial Operations Date of theatre (DD/MM/YY) | If closed*, Closure Date (DD/MM/YY) | Nature of Equipment and Projection System |
|---------------------------------------|---------------------|--|--|-------------------------------------|---|
| Bidder as Operator of Theatres | | | | | |
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |

Signature of Bidder

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

In case the bidder is an entity from outside India then the completion certificate shall be in English duly notarized. Translated copy shall also be notarized. For Conversion of US dollar to rupee the conversion rate shall be 1 USD = INR 70. For any other currency, it should be first converted to US dollar at the rate published by International Monetary fund on 31 March 2020 and the amount so derived in USD shall then be converted to Rupees at the aforesaid rate of 1 USD = INR 70.

In the case of experience being sought towards operation of theatres, Bidders to provide notarized copies of the registration certificate and/or license certificate indicating the details of the Digital projection system and/or IMAX based projection system

ANNEXURE F
Financial Capacity the Bidder

(to be certified by the statutory auditor of Bidder)

(Refer to Clause 2.2.2 of the RFP)

I. Turnover and Net Worth:

(In INR Crore)

| S. No. | Financial Year | Annual Turnover (Rs./US \$ in million) | Net Worth in the Financial Year preceding the Bid Due Date |
|---|----------------|---|---|
| 1. | 2019-20 | | |
| 2. | 2018-19 | | |
| 3. | 2016-17 | | |
| <p align="center">Certificate from the Statutory Auditor^s</p> <p>It is certified that the calculation of Net Worth and Turnover have been carried out as the formula presented in the Clause 2.2.2 of the RFP.</p> <p>This is to certify that _____ (name of the Bidder) has Annual Turnover and Net Worth as shown above against the respective/s Financial Year/s.</p> <p>Unique Document Identification Number (UDIN): _____</p> <p>Signature Name of the Statutory Auditor Membership no Designation</p> <p>Name of the Audit Firm FRN (Seal of the firm) Date:</p> | | | |

Instructions:

1. The Bidder shall attach copies of the balance sheets, financial statements and Annual Reports in accordance with Clause 2.2.2.2 of the RFP. The financial statements shall:
 - a. reflects the financial situation of the Bidder and its Associates where the Bidder is relying on its Associate's financials;
 - b. be audited by a statutory auditor;
 - c. be complete, including all notes to the financial statements; and
 - d. corresponds to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

ANNEXURE G
Joint Bidding Agreement
(Refer Clause 2.2.1)

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 20...

AMONGST

1. {....., a company/society/trust incorporated/registered under the} and having its registered office at (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {....., a company registered under the} and having its registered office at (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {....., a company incorporated/registered under the} and having its registered office at (hereinafter referred to as the “**Third Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)².

The above mentioned parties of the FIRST, SECOND and THIRD PART are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”.

WHEREAS,

² A consortium can have a maximum of 2 members

- (A) Gujarat Council on Science and Technology, Government of Gujarat (hereinafter referred to as the “**Authority**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bids (the “**Bids**”) by its Request for Qualification No. dated(the “**RFP**”) for selection of bidders for” (the “**Project**”).
- (B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP and other Bidding Documents in respect of the Project, and
- (C) It is a necessary condition under the RFP that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

2.1 The Parties do hereby irrevocably constitute a consortium (the “Consortium”) for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the Selected Bidder and awarded the Project, it shall enter into a Development Agreement with the Authority and perform all its obligations in terms of the Development Agreement for the Project.

4. Role of the Parties

The Parties hereby undertake that Party of the First Part shall be the Lead Member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium throughout the contract period.

The Lead Member M/s would be responsible for the following obligations in the Development Agreement for the Project

-
-
-

The other member M/s would be responsible for the following obligations in the Development Agreement for the Project.

-
-
-

The Parties are together responsible for performing all its obligations in terms of the Development Agreement for the Project.

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Development Agreement, till the execution of the Development Agreement.

6. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- a Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- b The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or authority action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - i. require any consent or approval not already obtained;
 - ii. violate any Applicable Law presently in effect and having applicability to it;
 - iii. violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - iv. violate any clearance, permit, concession, grant, license or other Governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - v. create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- c this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- d there is no litigation pending or threatened, to the best of such Party’s knowledge, which it or any of its Associate/affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

7. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the execution of the Development Agreement. However, in case the Consortium is either not declared as a Qualified Bidder by the Authority or does not get selected as the Selected Bidder for the Project, post physical verification, the Agreement will stand terminated upon return of the Bid Security by the Authority to the Bidder in terms of the Bidding Documents.

8. Miscellaneous

8.1 This Joint Bidding Agreement shall be governed by the laws of India.

8.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED
For and on behalf of
LEAD MEMBER by:
(Signature)

SIGNED, SEALED AND DELIVERED
For and on behalf of
PARTY OF THE SECOND PART by:
(Signature)

(Name)
(Designation)
(Address)

(Name)
(Designation)
(Address)

In the presence of:

- 1.** **2.**

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.

ANNEXURE H
Power of Attorney for Lead Member of Consortium
(Refer Clause 2.2.1)

Whereas the [**], **Gujarat Council of Science City, Government of Gujarat** (“the Authority”) has invited bids for “RFP for Supply, Installation, Commissioning, Operation, and Maintenance of IMAX 3D GT laser projection system at Gujarat Science City on PPP mode ” (“Project”).

Whereas, _____, _____ and _____ (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project(s) in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project(s), and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project(s) and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, _____ having our registered office at _____, M/s. _____, having our registered office at _____, and M/s. _____, having our registered office at _____, {insert the respective names and addresses of the registered office} (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s _____, having its registered office at _____, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”) and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders’ meetings and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other authority/agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project(s) and/ or upon award thereof till the Contract is entered into with the Authority.

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

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

For _____

(signature)

(Name & Title)

For _____

(signature)

(Name & Title)

For _____

(Name & Title)

(Executants)

(To be executed by all the Members of the Consortium)

Witnesses:

[Notarised]

1.

2.

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *Power of Attorney should be executed on a non judicial stamp paper of appropriate value as relevant to the place of execution (if required under applicable laws).*

ANNEXURE I

Undertaking by the Bidder

(Document to be executed on stamp paper of appropriate value)

To

Executive Director
Gujarat Council of Science City
Science City Road,
Sarkhej Gandhinagar Highway,
Ahmedabad,
Gujarat 380060

Sub: RFP for Supply, Installation, Commissioning, Operation, and Maintenance of IMAX 3D GT laser projection system at Gujarat Science City on PPP mode

Dear Sir,

With reference to your RFP document dated, we M/s-----, as a lead member of the consortium with M/s-----(Consortium Member-2) as consortium members, having examined the Bidding Documents and understood their contents (including but not limited to all addendum, corrigendum and clarifications), in continuation to our agreed obligations as per the bid submitted with reference to the Bid Proposal submitted on for the '*RFP for Supply, Installation, Commissioning, Operation, and Maintenance of IMAX 3D GT laser projection system at Gujarat Science City on PPP mode*' additionally undertake the following:

We hereby undertake that we will abide by all Technical Specifications, approved makes and requirements as laid down in the RFP document and give our unconditional acceptance to all Terms and Conditions thereof.

Signature of Authorized Signatory

Name

Name of Bidder

Seal of Bidder

Date

**ANNEXURE J
Bid Checklist**

| S. No | Item | Checked by Bidder | Checked by Authority |
|-------|--|-------------------|----------------------|
| 1. | Letter comprising the Bid (Appendix – I – ANNEXURE A); | | |
| 2. | General Information of Bidder & Statement of Legal Capacity (Appendix – I – ANNEXURE B) | | |
| 3. | Power of Attorney for signing of Bid in the prescribed format (Appendix – I – ANNEXURE C) duly supported by a charter document or board resolution in favour of executant; | | |
| 4. | Bid Security in the prescribed format (Appendix I – ANNEXURE D) | | |
| 5. | Technical Capacity of the Bidder (Appendix – I – ANNEXURE E); | | |
| 6. | Financial Capacity of the Bidder (Appendix – I – ANNEXURE F); | | |
| 7. | Joint bidding agreement in case of a Consortium (Appendix – I – ANNEXURE-G) | | |
| 8. | Power of Attorney for Lead Member of Consortium- (Appendix – I – ANNEXURE-H) | | |
| 9. | Undertaking by Bidder (Appendix – I – ANNEXURE-I) | | |
| 10. | Bid Checklist (Appendix – I – ANNEXURE-J) | | |
| 11. | Other documents, if any required as per Bidding Documents | | |
| 12. | A copy of the Agreement with each page initialed by the person signing the Bid in pursuance of the Power of Attorney (along with all addendum, corrigendum and responses to Pre-Bid Queries published by the Authority with each page initialed by the person signing the Bid) | | |

APPENDIX – II: INDICATIVE FORMAT FOR FINANCIAL BID(REFER THE NPROCURE WEBSITE FOR THE FINAL FORMAT)

Financial Proposal

Date:

To

The Executive Director,
Gujarat Council of Science City,
Sarkhej-Gandhinagar Highway,
Science City road, Ahmedabad - 380060

Dear Sir,

Re: RFP for Supply, Installation, Commissioning, Operation, and Maintenance of IMAX 3D GT laser projection system at Gujarat Science City on PPP mode

We are pleased to submit our Financial Proposal for Supply, Installation, Commissioning, Operation, and Maintenance of IMAX 3D GT laser projection system at Gujarat Science City on PPP mode

| Sr. No. | Description | Amount in Figures | Amount in Words |
|---------|---|-------------------|-----------------|
| | Capital Grant Required from Authority | | |

We have reviewed all the terms and conditions of the Request for Proposal (RFP) Document and will undertake to abide by all the terms and conditions contained therein. We hereby declare that there are, and shall be, no deviations from the stated terms in the RFP Document.

..... Name of the Bidder
.....Signature of the Authorized Person
.....Name of the Authorized Person

Note: On the Letterhead of the Bidder and to be signed by the bidder or lead member. In case of difference in amount quoted in figures and words, the lower value would be considered for evaluation.