

## **Request for Proposal (RfP)**

**To**

**“Engage a Consultant for assessing the current status of Integrated Vaccine Complex (IVC) facilities of HBL and preparing the road map for revival of the manufacturing and supporting facilities at IVC, Chengalpattu.**



**HLL Biotech Limited**  
(A Government of India Enterprise)  
(Ministry of Health & Family Welfare)



**RFP NO. HBL/RFP/2024-25/02**

**DTD: 13-11-2024**

**BY**

**HLL Biotech Limited**



### **Disclaimer**

1. This RfP document is neither an agreement nor an offer by HLL Biotech Limited. (the "Client" / "HBL") to the prospective Applicant / firms or any other person. The purpose of this RfP is to provide information to the interested parties that may be useful to them in the formulation of their proposals pursuant to this RfP.
2. The Client does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this RfP document and it is not possible for the Client to consider particular needs of each party who reads or uses this RfP document. This RfP includes statements which reflect various assumptions and assessments arrived at by the Client in relation to the consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant / firm may require. Each prospective Applicant / firm should conduct its own investigations and analysis and check the accuracy, reliability and completeness of the information provided in this RfP document and obtain independent advice from appropriate sources.
3. The Client will not have any liability to any prospective Consultancy Company/ Firm or any other person under any laws (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RfP document, any matter deemed to form part of this RfP document, the award of the Assignment, the information and any other information supplied by or on behalf of Client or their employees, any consultants or otherwise arising in any way from the selection process for the Assignment. The Client will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Applicant / firm upon any statements contained in this RfP document.
4. The Client will not be responsible for any delay in receiving the proposals. Issuing this RfP does not imply that the Client is bound to select an Applicant/ firm or to appoint the Successful Applicant / firm, as the case may be, for the consultancy and the Client reserves the right to accept/ reject any or all of proposals submitted in response to this RfP document at any stage without assigning any reasons whatsoever. The Client also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the Application in response to this RfP.
5. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Client accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
6. The Client reserves the right to change/ modify/ amend any or all provisions of this RfP document. The amended RfP will be made available on the website of HLL Biotech Ltd.



**Table of Contents**

<b>S. No</b>	<b>Description</b>	<b>Page No</b>
1.	Covering Letter	5
2.	Invitation for proposal (IfP)	6
3.	Background	7
4.	Objective of the Assignment	8
5.	Scope of work	8
6.	RfP Processing Fee	10
7.	Request for Proposal	10
8.	Clarification and amendment of RfP documents:	10
9.	Eligibility of Applicant / firm	11
10.	Eligibility Criteria	12
11.	Preparation of Proposal	13
12.	Submission, receipt and opening of proposals	14
13.	RfP evaluation	14
14.	Validity of Proposal	15
15.	Description of the Selection Process	15
16.	Time-frame	15
17.	Right to reject any or all Proposals	15
18.	Earnest Money Deposit	16
19.	Negotiation	16
20.	Evaluation of Technical criteria	17
21.	Evaluation of Financial Proposal	17
22.	Award of Work Order	19
23.	Proprietary Data	19
24.	Deliverables and Payments to the Consultant	20



25.	Performance Security	20
26.	Resolution of disputes	21
27.	Applicable Law and Jurisdiction	21
28.	General conditions of contract (GCC)	22
29.	Annexure I - Data Sheet	34
30.	Annexure II - Technical Evaluation Criteria	36
31.	Annexure III - Bank Guarantee Format for Performance Security	39
32.	Annexure IV - Technical Proposal Forms	42
33.	Annexure V - Financial Proposal Forms	49
34.	Annexure VI - Checklist format	52



**HLL Biotech Limited**

**[CIN: U24290KL2012GOI030732]**

**Regd. Office:**

HLL Bhavan,  
Mahilamandiram Road,  
Poojappura,  
Thiruvananthapuram,  
Pin 695 012, Kerala

**Corporate office:**

Integrated Vaccine complex,  
Survey No: 192 &195  
Meleripakkam Village  
Thirukalukudram Taluk  
Chengalpattu- 603003, TN

**Request for Proposal (RfP)**

**RfP No: HBL/RFP/2024-25/02**

**Date: 13-11-2024**

REQUEST FOR PROPOSAL (RfP) to " To Engage a Consultant for assessing the current status of Integrated Vaccine Complex (IVC) facilities and preparing the road map for revival of the manufacturing and supporting facilities at IVC, Chengalpattu.

HLL Biotech Ltd., a Central Public Sector Enterprise under the administrative control of the Ministry of Health & Family Welfare, Government of India ["the Client" or "HBL"], intends to engage a Consultant for assessing the current status of Integrated Vaccine Complex (IVC) facilities and preparing the road map for revival of the manufacturing and supporting facilities at IVC, Chengalpattu.

HBL invites RfP for Engaging the consultant who have requisite qualification / experience in the scope of services as detailed in the RfP

Applicant / firms may download the RfP document from the websites URL address: <http://www.hllbiotech.com/tender> and submit their proposals by courier to our address mentioned in the RfP Document or directly drop the same in the Tender Box kept in HBL office reception. It is the responsibility of the bidder to take an acknowledgment from HBL, when the proposal document is dropped in the tender box in person.

**For HLL Biotech Limited**

**CEO, HBL**



**INVITATION FOR PROPOSAL (IfP) for Consultancy Services:**

Other useful details in this RfP are indicated below:-

S.No.	RfP Ref. No	Service Name	EMD (Rs.)
1	HBL/RFP/ 2024-25/02 dated 13.11.2024	Engage a Consultant for assessing the current status of Integrated Vaccine Complex (IVC) facilities and preparing the road map for revival of the manufacturing and supporting facilities at IVC,Chengalpattu	Rs.10,000/-

S.No	Description	Schedule
A	RfP Processing Fee	Rs. 1,000/- (Inclusive of GST @18%)
b(i)	Pre-bid meeting	19-11-2024, 11:30hrs IST,
b(ii)	Last date for submission of queries: e-mail id for submission of queries: cs@hllbiotech.com  The subject in the email should be 'Queries in RfP document for appointment of consultants'  <u>Note:</u> Any query received after the scheduled time may not be considered.	21-11-2024, 11.30hrs IST,
c(i)	Closing date & time for submission of Proposal	25-11-2024,15:00 hrs IST
c(ii)	Closing date & time for physical submission of original RfP processing fee, EMD instruments in favour of "HLL Biotech Limited" payable at Chengalpattu, within the specified date and time.	
d	Time and date of opening of proposals	25-11-2024,15:30 hrs IST
e	Venue for pre bid	Video Conference / HLL Biotech Limited, Chengalpattu
f	Venue for Opening proposals	HLL Biotech Limited, Survey no: 192&195, Thirumani Village, Thirukalukundram Taluk Chengalpattu, District, Tamil Nadu 603003



## 1. Background

- 1.1. HLL Biotech Ltd. (HBL), [CIN U24290KL2012GOI030732] , a Central Public Sector Enterprise under the administrative control of the Ministry of Health & Family Welfare, Government of India and a company incorporated under Companies Act 1956 with its registered office at HLL Bhavan, Poojappura, Thiruvananthapuram-695012, Kerala and having its Corporate Office at Integrated Vaccine Complex (IVC) Survey no.: 192&195, Thirumani Village, Thirukalukundram Taluk, Chengalpattu District, Tamil Nadu, India.
- 1.2. HBL was incorporated in the year 2012 with the primary goal of manufacturing Vaccines for the Universal Immunization Program (UIP) of the Government of India (GoI). Accordingly, HBL has set up the Integrated Vaccine Complex, which is declared as a 'project of national importance' by the Cabinet Committee on Economic Affairs [CCEA]. Apart from manufacture and supply of cost-effective vaccines for the UIP, HBL also plan to export to global agencies.
- 1.3. The project cost for IVC approved by the CCEA was Rs.594.00 Crs., which included Rs.285.00 Crs. Government equity (out of which Rs.274.88 Crs. is Government direct fund and Rs.10.12 Crs. in kind towards the cost of transfer of 100 acres of GOI land as lease) and Rs. 309.00 Crs. as term loan from commercial banks.
- 1.4. The Government of India has accorded captive status to IVC for requirements of UIP (current and future requirement of vaccines, domestic or imported, other than the BCG Vaccine being produced by the departmental unit) will be accorded and kept uniformly at 75 % and IVC will supply at L1 prices in which HBL could also participate which will emerge in the open tender for the balance 25 % quantity. The Government will have option to review the captive status after 5 years of commercial operations of IVC project.
- 1.5. During the project implementation the project cost escalated due to various factors including delay in completion of civil works and increase in pre-operative expenses.
- 1.6. HBL got demerged from the holding company (HLL Lifecare Ltd.) in March 2021. Currently HBL is a Central Public Sector Enterprise under the Ministry of Health and family welfare.
- 1.7. Due to cost and time overruns, as well as substantial pre-operative expenses, the project got delayed in completion. Currently the Ministry of Health and Family Welfare is exploring various options for operationalization of the plant.

## 2. Objective of the Assignment

HBL is currently looking for engaging a consultant for reviewing the technical aspects of existing manufacturing facilities, additional cost/finance required



for reviving the facilities at IVC in a phased manner and analysing a regulatory/ legal requirements needed at various stages as part of reviving the facilities for manufacturing vaccines. The selected consultant shall submit a detailed report including the current status and gaps in the existing facilities, road map and action plan with a defined milestones for reviving these facilities suitable for manufacturing vaccines and also include a feasibility report for manufacturing vaccines at IVC through a phased manner in line with the current market requirement.

### **3. Scope of work:**

The consultants will be responsible for the following:

1. To visit the manufacturing facilities and supporting units at IVC for understanding the details of various blocks/units.
2. Black Utility Systems: To assess the current status of black utility systems including water storage, pre -treatment & distribution, boilers, chillers, chilled water pumping etc and preparation of road map for recommissioning the black utilities, as per the requirement.
3. Electrical systems: To review the current status of power, low voltage systems, and accessories in all manufacturing blocks and preparing the road map for recommissioning the electrical systems as per requirement.
4. Mechanical and piping systems: To assess the current working conditions and expected lifetime of mechanical and piping systems in all manufacturing blocks including main header lines and preparation of road map for recommissioning of mechanical and piping systems for all manufacturing blocks, as per the requirement.
5. Clean utility systems: To review the current status of clean utility systems in all manufacturing and supporting blocks including purified water systems, pure steam generating systems, HVAC systems etc and prepare the road map for recommissioning and validation of clean utility systems, as per the requirement.
6. Cleanrooms – To assess the condition of complete Air handling filtration systems and its expected lifetime.
7. Building Automation System: To assess the condition of Building Automation System including its wiring circuits, hardware components and accessories, software functioning and licenses.
8. Cleanroom utility storage and distribution – To assess the condition of clean utility storage systems and its distribution circuits. Also to provide the clear road map of recovering the complete system free from Bio burdens.
9. Process equipment: To assess the current working status of process equipment in bulk production and formulation units including the manufacturing feasibilities towards the futuristic vaccine production and also prepare the road map for commissioning and validation of process equipment as per





- requirement. The consultant shall also identify current gaps in existing process equipment in each block and recommend additional requirement of process equipment based on the manufacturing & testing process requirement.
10. Supporting equipment: To assess the current working status of supporting equipment in manufacturing, formulation, quality control and other blocks and prepare the commissioning plan as per the requirement.
  11. Manpower: to assess the current manpower in each division at HBL and prepare the additional manpower requirements for manufacturing, testing, engineering other related functions for the facility in a phased manner.
  12. Manufacturing feasibility report- The consultant shall review the details of existing manufacturing and formulation facilities at IVC, vaccines proposed to manufacture in these facilities, assess the current status of technology availabilities and accordingly share a feasibility report for manufacturing suitable vaccines from this facility as per current market requirement and GOI requirement for National Immunisation Program.
  13. Raw water Bore well & Pipeline from Palar river – To review and assess the condition of Raw water bore wells, Pipelines and water quality etc.,
  14. 110KVA & 11 KVA Substation – To assess the condition of all the HT & LT Substations and provide the road map in terms of technical and commercial for revamping the same. Also the prerequisite to commence the operationalization of all Substation shall be detailed in the report.
  15. Assessment of contractors and vendors: Consultant shall review all the existing purchase orders and work orders with various contractor and vendors for identifying the current gaps in the contracts and pending activities for making use of the infrastructure and equipment. This shall also cover the pending milestones in the contract and pending payments to the contractors/vendors. As part of this, consultant shall prepare a road map along with milestone of activities for restarting the contractual conditions for successfully completing the commissioning and validation activities of IVC facilities.
  16. Project timeline - Consultant shall review the current status of project and the infrastructure/facilities and workout a timeline for completing the revival of each blocks/facilities in line with the manufacturing feasibility proposal.
  17. Project cost- Consultant shall workout the estimated project cost for revival of IVC facilities as per the revival plan in line with the manufacturing feasibility report for the planned vaccines. The project cost shall include the cost towards settlement of pending payments to contractors/vendors, completion of pending works, recommissioning and revalidation, arranging additional equipment and systems, replacement of spare parts, calibration etc. The project cost shall also include the cost towards pilot scale process development, technology transfer, production scaleups, preclinical trials and clinical trials of various vaccines proposed to manufacture based on the manufacturing feasibility plan. The project cost proposed shall include phase



wise investment in line with the commissioning and validation of various manufacturing blocks.

18. Regulatory requirements: The consultant shall identify the regulatory and legal clearances required for IVC facility as per the current status and list out the way forward along with various milestone for the same. This shall include clearances for consent to operate, pollution control board, TNEB etc.

19. Project financials: The finance expert in the consultant team shall review the operating plan prepared by HBL and also compare the same with the manufacturing feasibility plan prepared by the consultant. The consultant shall review the financial assumptions based on the current status of the equipment and future requirement of the Capex.

The assessment shall also include the projected balance sheet, income statements, use of funds, debt service schedule, tax and depreciation schedules and suggestions so as to make the proposed manufacturing plans viable.

20. Legal requirements: The legal specialist in the consultant team shall review various legal issues currently with IVC project and the issues with contractors and vendors and work out an amicable solution for final settlements.

21. Considering all the points mentioned above the consultant shall prepare and submit the report for revival of IVC facilities along with a manufacturing feasibility report , project cost and financials with defined milestones.

#### **4. RfP Processing Fee**

4.1. The RfP submissions shall be accompanied by a Bank Draft of INR 1,000 (Indian Rupees One thousand only) in favour of "HLL Biotech Limited." Chengalpattu, India, as a non-refundable RfP processing fee. Proposals unaccompanied with the aforesaid RfP Processing Fee shall be liable to be rejected by the Client.

#### **5. Request for Proposal**

5.1. HLL Biotech Ltd. hereby invites proposals from qualified applicant /firms or expert institutions having adequate experience in providing Consultancy Services as indicated in the scope of services defined in the RFP.

5.2. The details regarding submission of the proposals along with date of pre-bid meeting has been highlighted in the Data Sheet (Annexure-I).

#### **6. Clarification and amendment of RfP documents:**

6.1. Applicant / firms may seek clarification on this RfP document. Any request for clarification must be sent to the email id: cs@hllbiotech.com. Date of Pre-Bid Meeting and venue is mentioned in Data Sheet (Annexure-I).



Applicant / firms willing to attend the pre-bid meeting should inform the client beforehand in writing and through email.

- 6.2. At any time before the submission of Proposals, HBL may, for any reason, modify the RfP documents by an amendment. All amendments/ corrigenda will be posted only on the Official website of HBL. If required, HBL may at its discretion extend the Proposal Due Date.

## **7. Eligibility of Applicant / firm**

- 7.1. The Applicant / firm for participation in the Selection Process shall be a single entity.
- 7.2. Single entity may also constitute an associate who can associate with the selected party.
- 7.3. An Applicant / firm may either be a sole proprietorship firm/ a partnership firm/ a limited liability partnership/ a company incorporated under the Companies Act 1956/2013 or a body corporate incorporated under the applicable laws of its origin.
- 7.4. Any entity which has been barred/blacklisted by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal Due Date, would not be eligible to submit a Proposal either by itself or through its Associate.
- 7.5. An Applicant / firm/ or its Associate should have, during the last 3 (three) years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant / firm or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant / firm or its Associate.
- 7.6. Applicant / firm shall furnish the following information along with proposal
- (i) RfP fee
  - (ii) Earnest money Deposit (EMD).
  - (iii) All forms as annexed in the RfP document
  - (iv) Technical proposal in required format
  - (v) Financial proposal in required format
  - (vi) Documentary evidence, establishing that the applicant / firm is eligible to submit the proposal and, also, qualified to perform the contract if its proposal is accepted.



- (vii) Power of Attorney issued by Competent Authority in favour of the person who is signing the proposal forms.
- (viii) Details of projects handled with relevant copies of orders
- (ix) Certificate of Incorporation/ Firm registration certificate .
- (x) Self-Attested copies of GST registration certificate and PAN Card.
- (xi) Non conviction /no pending conviction certification issued by Notary on judicial stamp paper for preceding three years.
- (xii) Self-Attested copies of relevant certificates issued by competent authority, wherever applicable.
- (xiii) Any other documents specified/ mentioned in this RfP document.

### **8. Eligibility criteria:**

- 8.1. Minimum 20 years of professional experience in the vaccine and biopharmaceutical industry, with an emphasis on designing and engineering vaccines/biopharmaceutical facilities, selection of process equipment and utility equipment for vaccines/biopharmaceutical facilities, commissioning and validation of manufacturing facilities which are certified for cGMP.
- 8.2. The consultant shall have designed engineered and validated minimum 05 manufacturing facilities during the last 10 years. Necessary supporting documents proving the details of experience in this shall be submitted.
- 8.3. The consultant shall have experience of auditing minimum 5 manufacturing facilities during the last 10 years. Necessary supporting documents need to be submitted along with the RfP.
- 8.4. The consultant shall have sufficient, qualified & experienced, manpower having expertise in commissioning and validation of large vaccine manufacturing capacity units, black utility system and clean room system during the past 10 years. The supporting documents highlighting the manpower expertise need to be submitted along with RfP.
- 8.5. The consultant shall have expertise in validating clean rooms, clean utilities and process equipment for upstream and downstream processing of vaccines/biopharmaceutical products. The expertise details in this validation area need to be submitted as part of RfP.
- 8.6. The consultant shall have past experience in technical details of vaccine manufacturing including bulk production formulation and filling, quality control test (in-vitro & in-vivo) and regulatory clearances. The supporting documents proving the expertise in the mentioned vaccines manufacturing areas need to be submitted as part of RfP.
- 8.7. Demonstrated experience of working with governmental health organizations, public sector units, or international organizations such as



the World Health Organization (WHO), PATH, UNICEF, or Gavi, the Vaccine Alliance. Prior consulting engagements with governmental or state-run vaccine manufacturing units will be considered as an added advantage. Supporting documents demonstrating the experience in executing Government projects in vaccines/biopharmaceutical manufacturing facilities shall be submitted as part of RfP.

- 8.8. Consultant shall have experience in conducting technical evaluation of equipment in vaccine manufacturing facilities, particularly in assessing equipment against international standards for quality, safety, and suitability for production of vaccines, Strong understanding of equipment validation and qualification processes, including Installation Qualification (IQ), Operational Qualification (OQ), and Performance Qualification (PQ) is mandatory for the participating consultants. The supporting documents proving the expertise in technical evaluation of process equipment including validation and qualification for at least 5 vaccines manufacturing facilities during the last 10 years shall be submitted along with the RfP.
- 8.9. The consultant shall have in depth knowledge of global regulatory standards relevant to vaccine manufacturing, including guidelines set forth by the WHO, and other national regulatory bodies such as the Central Drugs Standard Control Organization (CDSCO) in India.
- 8.10. The consultant shall have familiarity and experience with new technologies and trends in the vaccine industry, including mRNA vaccines, viral vector technologies, and other innovative platforms for human vaccine production. Supporting documents need to be submitted as part of RfP
- 8.11. The consultant shall have active membership in recognized industry associations or advisory boards related to vaccines, pharmaceuticals, or biopharmaceuticals. This will be considered as an added advantage as part of evaluation process.
- 8.12. The consultant shall have expertise in dealing/settling legal matters especially with respect to contractual disputes along with contractors/vendors for the manufacturing clients. The supporting documents in the legal consultations/audits done for manufacturing units shall be submitted along with RfP document.

## **9. Preparation of Proposal**

- 9.1. Consultants are requested to submit their Proposal in English language and strictly in the formats provided in this RfP. The Client will evaluate only those Proposals that are received in the specified forms and complete in all respects.
- 9.2. In preparing their Proposal, Consultants are expected to thoroughly examine the RfP Document.



- 9.3. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 9.4. The proposals must be submitted under two Bid System, in two parts. Two - Bid system will consist of a technical proposal and a financial proposal. The envelope enclosing the technical proposal will have the documents supporting the minimum eligibility criteria and other details as mentioned in this RfP document and the financial proposal will have the quotes of the applicant/ firm.

## **10. Submission, receipt and opening of proposals**

- 10.1. The Proposal shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialled by the person or persons who sign(s) the Proposal.
- 10.2. An Authorized Representative of the Applicant / firm should initial all pages of the Technical and Financial Proposals. The Authorized Representative's authorization should be confirmed by a written power of attorney by the competent authority accompanying the Proposal.
- 10.3. The Technical proposal are to be opened in the first instance, at the prescribed time and date as indicated in RfP. This technical proposal shall be scrutinized and evaluated by the competent committee/ authority with reference to parameters prescribed in the RfP document.
- 10.4. During the Technical proposal opening, the tender opening official(s) will read the salient features of the tenders like brief description of the consultancy services offered, Earnest Money Deposit and any other special features of the tenders, as deemed fit by the tender opening official(s).
- 10.5. Thereafter, in the second stage, the Financial Proposal of only the Technically qualified offers (as decided in the first stage) shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Technical proposal. The prices, special discount if any of the consultancy services offered etc., as deemed fit by tender opening official(s) will be read out.

## **11. RfP evaluation**

- 11.1. As part of the evaluation, Technical details – Eligibility criteria shall be checked for responsiveness in accordance with the requirements of the RfP and only those Technical Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this RfP document.



## **12. Validity of Proposal**

- 12.1. The proposal should be valid for a period not less than 180 days from the due date for receiving the proposal.

## **13. Description of the Selection Process**

- 13.1. The Client has adopted a two-stage selection process (collectively called the "Selection Process") for evaluating the RfP.
- (i) Technical criteria and
  - (ii) Financial Proposal.
- 13.2. Based on the technical evaluation and as per the details mentioned in the eligibility criteria, a list of technically qualified Applicant/ firms shall be shortlisted from the RfP documents received. .
- 13.3. The Financial Proposals of only the technically qualified Applicant / firms will be opened. The financial proposal shall be in lumpsum Indian rupees for the mentioned assignment.
- 13.4. The first ranked (L1) Applicant / firm (the party quoted the lowest amount for the assignment) shall be preferred for contract signing (the "Selected Applicant / firm") while the second ranked Applicant / firm will be kept in reserve.

## **14. Time-frame**

- 14.1. The time period to complete and submit the detailed report for revival of IVC facilities including the manufacturing feasibility report is 90 days from the receipt of work order.

## **15. Right to reject any or all Proposals**

- 15.1. Notwithstanding anything contained in this RfP, HBL reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection, or annulment, and without assigning any reasons thereof.
- 15.2. HBL reserves the right to reject any Proposal if:
- (i) At any time, a material misrepresentation is made or discovered;
  - (ii) The Applicant / firm does not provide, within the time specified by HBL, the supplemental information sought by HBL for evaluation of the Proposal;
- 15.3. In case it is found during the evaluation or at any time before issue of work order / Letter of Acceptance (LoA) that one or more of the eligibility



conditions have not been met by the Applicant / firm made material misrepresentation or has given any materially incorrect or false information, the Applicant / firm shall be disqualified forthwith if not yet appointed as the Consultant. If the Applicant / firm has already been issued the Work Order, the same shall notwithstanding anything to the contrary contained therein or in this RfP, be liable to be terminated, by a communication in writing by HBL without HBL being liable in any manner, whatsoever, to the Applicant / firm.

- 15.4. HBL reserves the right to verify all statements, information and documents, submitted by the Applicant / firm in response to this RfP.
- 15.5. The rates quoted shall be firm throughout the period of performance of the assignment up to and including acceptance and discharge of all obligations of the Consultant under the Agreement.

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

- 16.1. EMD in the form of a Demand Draft from a scheduled Commercial Bank in India in favour of "HLL Biotech Ltd.", payable at Chengalpattu, for the sum of INR 10,000 (Rupees Ten Thousand only) shall be required to be submitted by each Applicant / firm
- 16.2. Client will not be liable to pay any interest on the EMD. EMD of pre-qualified but unsuccessful Applicant / firms shall be returned, without any interest, within one month after grant of the work order to the Selected Applicant / firm. The Selected Applicant / firm's EMD shall be returned, without any interest upon the Applicant / firm accepting the work order and furnishing the Performance Security in accordance with provision of the RfP and work order.
- 16.3. EMD of an Applicant / firm will be forfeited if the Applicant / firm withdraws or amends its proposal or impairs or derogates from the proposal in any respect within the period of validity of its Proposal. The successful Applicant / firm EMD will be forfeited if it fails to furnish the required performance security within the specified period.

## **17. Negotiation**

- 17.1. The selected Applicant / firm may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of proposal but will be for re-confirming the obligations of the consultant under this RfP.
- 17.2. Issues such as deployment of key personnel scope of work, methodology and quality of work plan shall be discussed during negotiations. In case the selected Applicant / firm fails to reconfirm its commitment, the Client





reserves the right to designate the next ranked Applicant / firm as the Selected Applicant / firm and invite for negotiations.

### **18. Evaluation of Technical criteria**

- 18.1. Applicant / firm shall submit the technical proposal along with the supporting documents as defined in the eligibility criteria specified as part of this RfP.
- 18.2. The evaluation will be conducted based on the applicant's/firm's eligibility based on the supporting documents submitted as outlined in the RfP.

### **19. Evaluation of Financial Proposal**

- 19.1. Applicant / firms shall submit the financial proposal in the forms specified as part of the RfP at Annexure V clearly indicating the total cost of the Consultancy, in both figures and words, in Indian Rupees, and signed by the authorized signatory of the Applicant / firm.
- 19.2. In the event of any difference between figures and words, the amount indicated in words shall be considered. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall be considered.
- 19.3. While submitting the Financial Proposal, the Applicant / firm shall ensure the following:
  - (i) All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the personnel, accommodation, travelling, printing of documents etc. The total amount indicated in the Financial Proposal shall be without any condition. Applicable taxes associated with the payments by the Client for the assignment should be shown separately and would be paid as per actuals.
  - (ii) The Financial Proposal shall take into account all expenses/costs. Further, all payments shall be subject to deduction of taxes at source as per applicable laws.

#### **19.4. Clarifications**

- 19.4.1. To facilitate evaluation of Proposals, HBL may, at its sole discretion, seek clarifications from any Applicant / firm regarding its Proposal. Such clarification(s) shall be provided within the time specified by HBL for this purpose.
- 19.4.2. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing. If the firm does not provide clarifications sought above within the specified time, its Proposal shall be liable to be rejected.



19.4.3. In case the Proposal is not rejected, HBL may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding.

#### **19.5. Preliminary Scrutiny of Proposal**

19.5.1. HBL will examine the proposal to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed stamped and whether the Proposals are generally in order.

19.5.2. Prior to the detailed evaluation of Financial Proposal, HBL will determine the substantial responsiveness of each proposal to the RfP Document. For purposes of these clauses, a substantially responsive Proposal is one, which conforms to all the terms and conditions of the RfP Documents without material deviations.

19.5.3. Deviations from, or objections or reservations to critical provisions such as those concerning Performance Security, EMD, Taxes & Duties , and Applicable law will be deemed to be a material deviation. HBL determination of applicant responsiveness is to be based on the contents of the RfP itself without recourse to extrinsic evidence.

19.5.4. If an applicant is not substantially responsive (non-responsive), it will be rejected by HBL and cannot subsequently be made responsive by the applicant by correction of the nonconformity.

19.5.5. The RfP proposal will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the RfP document. The proposal, which do not meet the basic requirements, are liable to be treated as non – responsive and will be summarily ignored. A non-responsive proposal is one which deviates technically or commercially from any specific provision in the RfP enquiry.

19.5.6. The following are some of the important aspects, for which a proposal shall be declared non – responsive and will be summarily ignored:

- (i) RfP is unsigned.
- (ii) Validity of the proposal is shorter than the required period.
- (iii) Required EMD (Amount, validity etc.)
- (iv) Applicant has not agreed to give the required performance security.
- (v) Applicant has not agreed to other essential condition(s) specially incorporated in the RfP enquiry like terms of payment, liquidated damages clause, dispute resolution mechanism, applicable law.
- (vi) Poor/ unsatisfactory past performance.



- (vii) Applicant who stand deregistered/banned/blacklisted by any Govt. Authorities.

#### **19.6. Minor Informality /Irregularity/Non-Conformity**

19.6.1. If during the preliminary examination, HBL find any minor informality and/or irregularity and/or non-conformity in a proposal, HBL may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the applicants.

19.6.2. Wherever necessary, HBL will convey its observation on such 'minor' issues to the applicant, asking the applicant to respond by a specified date. If the applicant does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that proposal will be liable to be ignored.

#### **19.7. Discrepancies in Prices**

19.7.1. If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected accordingly; and

19.7.2. If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail.

#### **20. Award of Work Order**

20.1. After selection, a Work Order shall be issued, in duplicate, by HBL to the Selected Applicant / firm; and the Applicant / firm shall, within ten (10) days of the receipt of the Work Order, sign and return the duplicate copy of the Work Order in acknowledgement thereof. In the event the duplicate copy of the work order duly signed by the Successful Applicant / firm is not received by the stipulated date, the Client may, unless it consents to extension of time for submission thereof, appropriate the EMD of such Applicant/firm, and the next highest-ranking Applicant/firm may be considered.

20.2. The successful Applicant/firm must furnish to the Client the performance security within fifteen days from the date of the Work Order in the format specified in the RfP.

#### **21. Proprietary Data**

21.1. All documents and other information provided by HBL or submitted by the Applicant / firm to HBL shall remain or become the property of HBL. Applicant / firms are to treat all information as strictly confidential.

21.2. HBL will not return any Proposal or any information related thereto.



21.3. All information collected, analysed, processed, or in whatever manner provided by the Consultant to HBL in relation to the Consultancy shall be the property of HBL.

## 22. Deliverables and Payments to the Consultant

22.1. The Deliverables, Billing and payments in respect of the Services shall be made as follows: -

S. No	Milestone	Percentage of Consultancy fee payable
1	Advance payment against Bank guarantee	20%
2	Post-Visit Analysis and Evaluation and submission of final report	60%
3	After final presentation of the report	10%
4	After Final approval of the report	10%

22.2. An advance of 20% of the contract value shall be released against Bank guarantee equivalent to 120% of the advance amount and submission of 10 % of the contract value as Performance Security in the form of Bank Guarantee from any scheduled commercial bank. The advance bank guarantee shall be valid for a period up to the completion of the contract.

22.3. All payments under this Agreement shall be made to the bank account designated by the Consultant.

## 23. Performance Security

23.1. Within 10 days after the issue of Work Order by HBL, the Applicant/firm shall furnish performance security to the client (HBL) for an amount equal to 10% of the total value of the contract. This Security shall remain valid up to 60 days after the date of completion of all contractual obligations by the Applicant/firm.

23.2. The Performance security shall be in the form of Bank Guarantee issued by a Scheduled Commercial Bank in India, in the prescribed form as provided in the RfP. Refer Annexure-III for Format of Performance Security.

23.3. Liquidated Damages for delay: In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.5% (Half percent) of the Contract Value per week, subject to a maximum of 5 % (Five percent) of the Contract Value will be imposed and shall be



recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time may be granted.

- 23.4. If contracting Applicant / firm fails to fulfil its obligations in terms of the contract, the amount of the performance security shall be payable to the client (HBL) as compensation and the Client can invoke the said Performance Bank Guarantee.
- 23.5. If any amendment is issued to the contract, the contracting Applicant / firm shall, within twenty-one days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.
- 23.6. HBL shall have the right to appropriate the Performance Security, in whole or in part, in the event of breach of Agreement or for recovery of liquidated damages. Subject to the above sub-clauses, HBL will release the performance security without any interest to the Applicant / firm on completion of all contractual obligations.

#### **24. Resolution of disputes**

- 24.1. In the event of any dispute or difference between the parties hereto, such disputes or differences shall be resolved amicably by mutual consultation.
- 24.2. If such resolution is not possible, the parties shall take recourse to a conciliatory mechanism.
- 24.3. Failing resolution of the Dispute through the conciliatory mechanism, the unresolved dispute or difference shall be referred to the Court(s) of competent jurisdiction in Chengalpattu.

#### **25. Applicable Law and Jurisdiction**

- 25.1. The contract shall be governed by the laws of India for the time being in force and shall be subject to the jurisdiction of the Courts at Chengalpattu.



# **GENERAL CONDITIONS OF CONTRACT (GCC)**



## **1. General provisions**

### **1.1. Definitions**

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

- (a) "Applicable Law" means the all laws, bye-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees and any other instruments having the force of law in India as they may be issued and in force from time to time;
- (b) "Affiliate" means, with respect to any Party, any other entity that, directly or indirectly:
  - (a) Controls such Party; (b) is Controlled by such Party; (c) is Controlled by the same person who, directly or indirectly, Controls such Party; and "Control" with respect to any person, shall mean: (a) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person whether through the ownership of voting share capital, by agreement or otherwise or the power to elect more than one-half of the directors, partners or other individuals exercising similar authority with respect to such person; (b) the possession, directly or indirectly, of a voting interest of more than 50%; and the terms "Controlling" and "Controlled by" shall be construed accordingly;
- (c) "HBL" means the Party named in the Contract, who employs the Consultant;
- (d) "Consultant" or "Consultants" means the party named in the Contract, who is Employed as an independent professional by HBL to perform the Services;
- (e) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) constitute a part, together with all other documents listed in this signed Contract;
- (f) "Contract Price" means the price to be paid for the performance of the Services;
- (g) "GCC" means the General Conditions of Contract;
- (h) "Government" means the Government of India;
- (i) "Currency" means Indian Rupee;
- (j) "Party" means the HBL or the Consultants, as the case may be, and Parties means both of them;



- (k) "Performance Security" shall mean the irrevocable and unconditional bank guarantee provided by the Consultant from a scheduled Indian bank as guarantee for the performance of its obligations in respect of the Contract;
  - (l) "Personnel" means persons hired by the Consultants as employees and assigned to the performance of the Services or any part thereof;
  - (m) "Project" means "[name of assignment]";
  - (n) "Services" means the work to be performed by the Consultant pursuant to this Contract as described in TOR;
  - (o) "Sub-consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of this contract; and,
  - (p) "Work Order" means a specific directive or order to perform a defined scope for a defined duration and fee.
  - (q) "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.
  - (r) "Fraudulent Practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of HBL, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive HBL of the benefits of free and open competition.
- 1.2. **Law Governing Contract:** This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India and shall be subject to the jurisdiction of the Courts at Chengalpattu.
- 1.3. **Language:** The proposal submitted by the applicant and all subsequent correspondence and documents relating to the RfP exchanged between the applicant and HBL shall be written in the English language, unless otherwise specified in the RfP.
- 1.4. **Notices:** Any notice, request or consent made pursuant to the Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, courier, email, telegram or facsimile to such Party at the address specified in the RfP.
- 1.5. **Authorized Representatives:** Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by HBL or the Consultants may be taken or executed by the officials in the RfP.





- 1.6. **Taxes and Duties:** Unless otherwise specified in the RfP, the Consultants, and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.
- 1.7. HBL shall be entitled to deduct any Taxes required to be deducted at source under Applicable Law from any payments to be made by it to the Consultant.
- 1.8. Further, in the event that HBL receives notification or assessment of any Taxes (whether as an agent, or in substitution of the Consultant, or its Personnel, servants, agents or otherwise) in respect of or arising out of the performance of the Consultant's obligations under this Agreement which remain outstanding, HBL shall notify the Consultant of the same and the Consultant shall promptly take all necessary action for settlement and/or any other lawful disposal of such notification or assessment.
- 1.9. Furthermore, the Consultant shall pay forthwith on demand to HBL all costs including fines and penalties, which HBL may incur as a result of: HBL having been required by any governmental authority to pay any Taxes which the Consultant is liable to bear hereunder; or any cost actually sustained by HBL for failure by the Consultant to pay any Taxes for which it is responsible under this Contract.

## **2. Commencement, completion, modification and termination of contract**

- 2.1. **Effectiveness of Contract:** This Contract shall come into effect on the date the Contract is signed by both the Parties, and such other date as may be stated as per RfP.
- 2.2. **Commencement of Services:** The Consultants shall commence the services as per the mutually agreed date between HBL and Applicant / firm which shall not exceed more than 10 days from the date of award of contract.
- 2.3. **Expiration of Contract:** Unless terminated earlier pursuant to relevant clauses in this contract hereof, this Contract shall expire when Services have been completed and all payments have been made at the end of such time period after the Effective Date as shall be specified in the RfP.
- 2.4. **Modification:** Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

## **3. Termination**

- 3.1. **By HBL:** HBL may terminate this Contract, by not less than fifteen (15) days' or forty-five (45) written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in this clause:



- (i) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within a period of forty-five (45) days, after being notified or within such further period as HBL may have subsequently approved in writing;
- (ii) within fifteen (15) days, if the Consultants become insolvent or bankrupt;
- (iii) within fifteen (15) days, if the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to relevant clauses hereof;
- (iv) within fifteen (15) days, if the Consultant submits to HBL a false statement which has a material effect on the rights, obligations or interests of HBL. If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to HBL;
- (v) within fifteen (15) days, if the Consultant, in the judgment of HBL has engaged in Corrupt or Fraudulent Practices in competing for or in executing the Contract;
- (vi) if HBL, in its sole discretion and for any reason whatsoever, within a period of forty-five (45) days' decides to terminate this Contract.

3.2. **By the Consultants:** The Consultants may terminate this Contract, by not less than fifteen (15) day's' written notice to HBL, such notice to be given after the occurrence of the events specified in this clause:

- (i) if HBL fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to relevant clauses hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;

3.3. **Cessation of Rights and Obligations:** Upon termination of this Contract pursuant to actual Termination, or upon expiration of this Contract pursuant to relevant clause hereof, all rights and obligations of the Parties hereunder shall cease, except

- (i) such rights and obligations as may have accrued on the date of termination or expiration,
- (ii) the obligation of confidentiality set forth in relevant clause hereof,
- (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records,
- (iv) the rights of indemnity of HBL specified in the relevant clauses hereof and
- (v) any right which a Party may have under the Applicable Law.

3.4. **Cessation of Services:** Upon termination of this Contract by notice of either Party to the other pursuant to relevant clauses hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take



all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by HBL, the Consultant shall handover all project documents under procedure described in this contract.

3.5. **Payment upon termination:** Upon termination of this Contract, HBL will make the following payments to the Consultants:

- (i) Remuneration pursuant to relevant clauses for Services satisfactorily performed prior to the effective date of termination;
- (ii) If the Contract is terminated pursuant to Clause 3.1 the Consultant shall not be entitled to receive any agreed payments upon termination of the Contract. However, HBL may consider making payment for the part satisfactorily performed on the basis of the quantum merit as assessed by it, in its sole discretion, if such part is of economic utility to HBL. Under such circumstances, upon termination, HBL may also impose liquidated damages as per the provisions of relevant clauses of this Contract. The consultant will be required to pay any such liquidated damages HBL within 30 days of termination.

3.6. **Disputes about Events of Termination:** If either Party disputes Termination of the contract under relevant clauses hereof, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration under relevant clauses hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

#### **4. Obligations of the Consultants**

4.1. **General:** The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to HBL, and shall at all times support and safeguard HBL's legitimate interests in any dealings with third parties.

#### **4.2. Conflict of interest**

4.2.1. Any breach of an obligation under Clause 4.1 shall constitute a conflict of interest ("Conflict of Interest"). The Consultant shall comply and shall ensure the Sub-consultants and Affiliates of the foregoing comply with the provisions of Clause 4 and any breach of such an obligation shall constitute an event of default by the Consultant for the purposes of this Contract. The Consultant shall promptly disclose any Conflict of Interest to HBL. For the avoidance of doubt, the Consultant agrees that a disclosure of any Conflict of



Interest shall not in any manner whatsoever be deemed to cure such Conflict of Interest.

**4.2.2. Consultants Not to Benefit from Commissions, Discounts, etc.:**

The remuneration of the Consultants pursuant to relevant clauses hereof shall constitute the Consultant's sole remuneration in connection with this Contract or the Services, and the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultants shall use their best efforts to ensure that the Personnel, any agents of either of them, similarly shall not receive any such additional remuneration.

**4.2.3. Consultants and Affiliates Not to Engage in Certain Activities:**

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and their affiliates, and any of its affiliates, shall be disqualified from providing services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services for the period of two years.

**4.2.4. Prohibition of Conflicting Activities:** Neither the Consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

4.2.4.1. During the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract; and

4.2.4.2. After the termination of this Contract, such other activities as may be specified in the RfP.

**4.3. Confidentiality:**

4.3.1. The Consultants and their personnel shall not, either during implementation or after completion of the project, disclose any proprietary or confidential information relating to the services, agreement or HBL's business or operations without the prior consent of HBL, including but not limited to the trade secrets, know-how, technical data, research, products, development, inventions, processes, engineering techniques, strategies, internal procedures, employees and business opportunities and services rendered by HBL to such of its customers along with the information pertaining to its businesses and the proprietary information of HBL described herein as "confidential information", belonging to HBL and which may come into the possession or custody of HBL in the course of providing services by the Consultant hereunder shall not be disclosed or divulged to any third parties or make use or allow others to make use thereof either for its own benefit or for the benefit of others directly or indirectly.



4.3.2. HBL will notify the Consultant upon finding / information of any breach of this confidentiality by the Consultant or their personnel and upon receipt of such intimation from HBL, the consultant should take immediate action in every possible way to prevent further breach. In case of any breach of confidentiality then HBL shall be entitled to seek injunctive relief and / or claim against the Consultant and the consultant shall liable to pay such claims. However, the remedies provided shall not be construed as limited but shall be inclusive of all other remedies that are available as per applicable laws.

- 4.4. **Reporting Obligations:** The Consultants shall submit to the HBL the reports and documents specified in TOR, in the numbers, and within the periods set forth in this contract.
- 4.5. **Documents Prepared by the Consultants to be the Property of the HBL:** All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultants pursuant to this contract shall become and remain the property of the HBL, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the HBL, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the RfP.
- 4.6. **Liability of the Consultants:** Subject to additional provisions, if any, set forth in the RfP, the Consultants' liability under this Contract shall be as provided by the Applicable Law.
- 4.7. **Insurance to be taken out by the Consultants:** The Consultants applicable insurance, shall take out and maintain, by the consultants at their own cost, if any required for their employees / representatives. HBL shall have no responsibility for any accidents / incidents occurred to the consultant's employees / representatives during the validity of contract.

## **5. Consultants' personnel**

- 5.1. If required to comply with the provisions of this Contract, adjustments with respect to level of effort, staff assignments, time may be made by the Consultants provided (i) that such adjustments shall not alter the originally estimated period of engagement, scope, qualifications of team or deliverables and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in this Contract. Any other such adjustments shall only be made with HBL's prior written approval.

## **6. Payments to the consultants**

- 6.1. The Consultant shall be paid as per the attainment of deliverable as specified in this RfP document.
- 6.2. **Currency:** The price is payable in Indian Rupees.



6.3. **Payment for Additional Services:** For the purpose of determining the remuneration due for additional services as may be agreed under relevant clauses for modification in this contract and upon written prior approval from HBL.

## **7. Settlement of disputes**

7.1. **Amicable Settlement:** The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

7.2. **Disputes Settlement:** Any dispute between the Parties as to matters arising out of and relating to this Contract that cannot be settled amicably within fifteen (15) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provision specified in the RFP.

## **8. Liquidated damages**

8.1. If the selected Consultant fails to complete the Assignment, within the period specified under the contract, the consultant shall pay to the HBL, fixed and agreed liquidated damages, and not as penalty, @ 0.5 % (Half Percent) of the contract fees for each week of delay or part thereof.

8.2. The aggregate maximum of liquidated damages payable to HBL under this clause shall be subject to a maximum of 5% (Five Percent) of the total contract fees.

## **9. Representation, warranties and disclaimer**

The Consultant represents and warrants to the HBL that:

9.1. It is duly organized, validly existing and in good standing under the applicable laws of the Country;

9.2. It has full power and authority to execute, deliver and perform its obligations under this Contract and to carry out the transactions contemplate adhere by;

9.3. It has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Contract;

9.4. It has the financial standing and capacity to undertake the Project;

9.5. This Contract constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;

9.6. It is subject to laws of India with respect to this Contract and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof;

9.7. There are no actions, suits, proceedings, or investigations pending or, to the Consultant's knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi judicial or other



authority, the outcome of which may result in the breach of or constitute a default of the Consultant under this Contract or materially affect the discharge by the Consultant of its obligations under the Contract.

- 9.8. No representation or warranty by the Consultant contained herein or in any other document furnished by it to the HBL contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading; and
- 9.9. No sums, in cash or kind, have been paid or will be paid, by or on behalf of the Consultant, to any person by way of fees, commission or otherwise for securing the Contract or for influencing or attempting to influence any officer or employee of the HBL in connection therewith.

## **10. Miscellaneous**

### **10.1. Assignment and Charges**

- 10.1.1. The Contract shall not be assigned by the Consultant save and except with prior consent in writing of the HBL, which the HBL will be entitled to decline without assigning any reason whatsoever.
- 10.1.2. The HBL is entitled to assign any rights, interests and obligations under this Contract to third parties.

### **10.2. Indemnity:**

- 10.2.1. The Consultant agrees to indemnify and hold harmless the HBL from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorneys' fees and other costs of defence or investigation related to or arising out of, whether directly or indirectly,
- (a) the breach by the Consultant of any obligations specified in relevant clauses hereof;
  - (b) the alleged negligent, reckless or otherwise wrongful act or omission of the Consultant including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to the HBL;
  - (c) any Services related to or rendered pursuant to the Contract (collectively "Indemnified matter"). As soon as reasonably practicable after the receipt by the HBL of a notice of the commencement of any action by a third party, the HBL will notify the Consultant of the commencement thereof; provided, however, that the omission so to notify shall not relieve the Consultant from any liability which it may have to the HBL or the third party. The obligations to indemnify and hold harmless, or to contribute, with respect to losses, claims,



actions, damages and liabilities relating to the indemnified matter shall survive until all claims for indemnification and/or contribution asserted shall survive and until their final resolution thereof. The foregoing provisions are in addition to any rights which the HBL may have at common law, in equity or otherwise.

10.3. **Governing Law and Jurisdiction:** The Contract shall be construed and interpreted in accordance with and governed by the Applicable Law of India and subject to relevant clauses hereof, the Courts at Chengalpattu, India shall have jurisdiction over all matters arising out of or relating to the Contract.

10.4. **Waiver**

10.4.1. Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations or under the Contract:

- a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under the Contract;
- b) shall not be effective unless it is in writing and executed by a duly authorised representative of such Party; and
- c) shall not affect the validity or enforceability of the Contract in any manner.

10.4.2. Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of the Contract or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance or any variation or the relinquishment of any such right hereunder.

10.5. **Survival:** Termination of the Contract (a) shall not relieve the Consultant or the HBL of any obligations hereunder which expressly or by implication survive Termination hereof, and (b) except as otherwise provided in any provision of the Contract expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

10.6. **Notices:** Unless otherwise stated, notices to be given under the Contract including but not limited to a notice of waiver of any term, breach of any term of the Contract and termination of the Contract, shall be in writing and shall be given by hand delivery, recognized courier, mail and delivered or transmitted to the Parties at their respective addresses specified in the RfP. The notices shall be deemed to have been made or delivered (i) in the case of any communication made by letter, when delivered by hand, by recognized courier or by mail (registered, return receipt requested) at that





address and (ii) in the case of any communication made by email when transmitted properly addressed to email.

- 10.7. **Severability:** If for any reason whatever any provision of the Contract is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under the Contract or otherwise.
- 10.8. **No Partnership:** Nothing contained in the Contract shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever.
- 10.9. **Language:** All notices required to be given under the Contract and all communications, documentation and proceedings shall be in English.
- 10.10. **Exclusion of Implied Warranties etc.:** The Contract expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by any Party not contained in the Contract.
- 10.11. **Agreement to Override Other Agreements:** The Contract supersedes all previous agreements or arrangements between the Parties, including any memorandum of understanding entered into in respect of the contents hereof and represents the entire understanding between the Parties in relation thereto.



# **ANNEXURE -I**

## **DATA SHEET**



**DATA SHEET**

<b>1</b>	<b>Objective of the assignment</b>	Engage a Consultant for assessing the current status of Integrated Vaccine Complex (IVC) facilities of HBL and preparing the road map for revival of the manufacturing and supporting facilities at IVC, Chengalpattu
<b>2</b>	<b>Date of Issuance of the RfP</b>	13-11-2024
<b>3</b>	<b>Pre-Bid Meeting</b>	19-11- 2024 at 11:30 Hrs Venue: Video Conference / Integrated vaccine complex , Chengalpattu
<b>4</b>	<b>The closing date and time for Submission of Proposal (Proposal Due Date)</b>	25-11-2024 at 15:00 Hrs
<b>5</b>	<b>RfP processing fee</b>	INR. 1,000/-
<b>6</b>	<b>EMD</b>	INR.10,000/-
<b>7</b>	<b>Opening of "Proposal"</b>	25-11-2024 at 15:30 Hrs
<b>8</b>	<b>Contact Person</b>	Company Secretary
<b>9</b>	<b>Proposal Submission</b>	Consultants must submit with all relevant documents as specified in the RfP including: Technical proposal Financial proposal
<b>10</b>	<b>Selection Method</b>	Based on the technical evaluation, a list of technically qualified Applicant / firms shall be shortlisted.The Financial Proposals of only the technically qualified Applicant / firms will be opened. The first ranked (L1) Applicant / firm shall be preferred for execution of contract
<b>11</b>	<b>Duration of the Assignment</b>	90 days



# **ANNEXURE -II**

## **TECHNICAL EVALUATION CRITERIA**



**TECHNICAL EVALUATION CRITERIA**

1. Minimum 20 years of professional experience in the vaccine and biopharmaceutical industry, with an emphasis on designing and engineering vaccines/biopharmaceutical facilities, selection of process equipment and utility equipment for vaccines/biopharmaceutical facilities, commissioning and validation of manufacturing facilities which are certified for cGMP.
2. The consultant shall have designed engineered and validated minimum 05 manufacturing facilities during the last 10 years. Necessary supporting documents proving the details of experience in this shall be submitted.
3. The consultant shall have experience of auditing minimum 5 manufacturing facilities during the last 10 years. Necessary supporting documents need to be submitted along with the RfP.
4. The consultant shall have sufficient, qualified & experienced, manpower having expertise in commissioning and validation of large vaccine manufacturing capacity units, black utility system and clean room system during the past 10 years. The supporting documents highlighting the manpower expertise need to be submitted along with RfP.
5. The consultant shall have expertise in validating clean rooms, clean utilities and process equipment for upstream and downstream processing of vaccines/biopharmaceutical products. The expertise details in this validation area need to be submitted as part of RfP.
6. The consultant shall have past experience in technical details of vaccine manufacturing including bulk production formulation and filling, quality control test (in-vitro & in-vivo) and regulatory clearances. The supporting documents proving the expertise in the mentioned vaccines manufacturing areas need to be submitted as part of RfP.
7. Demonstrated experience of working with governmental health organizations, public sector units, or international organizations such as the World Health Organization (WHO), PATH, UNICEF, or Gavi, the Vaccine Alliance. Prior consulting engagements with governmental or state-run vaccine manufacturing units will be considered as an added advantage. Supporting documents demonstrating the experience in executing Government projects in vaccines/biopharmaceutical manufacturing facilities shall be submitted as part of RfP.
8. Consultant shall have experience in conducting technical evaluation of equipment in vaccine manufacturing facilities, particularly in assessing equipment against international standards for quality, safety, and suitability for production of vaccines, Strong understanding of equipment validation and qualification processes, including Installation Qualification (IQ), Operational Qualification (OQ), and Performance Qualification (PQ) is mandatory for the participating consultants. The supporting documents proving the expertise in technical evaluation of process equipment including



validation and qualification for at least 5 vaccines manufacturing facilities during the last 10 years shall be submitted along with the RfP.

9. The consultant shall have in depth knowledge of global regulatory standards relevant to vaccine manufacturing, including guidelines set forth by the WHO, and other national regulatory bodies such as the Central Drugs Standard Control Organization (CDSCO) in India.
10. The consultant shall have familiarity and experience with new technologies and trends in the vaccine industry, including mRNA vaccines, viral vector technologies, and other innovative platforms for human vaccine production Supporting documents need to be submitted as part of RfP
11. The consultant shall have active membership in recognized industry associations or advisory boards related to vaccines, pharmaceuticals, or biopharmaceuticals. This will be considered as an added advantage as part of evaluation process.
12. The consultant shall have expertise in dealing/settling legal matters especially with respect to contractual disputes along with contractors/vendors for the manufacturing clients. The supporting documents in the legal consultations/audits done for manufacturing units shall be submitted along with RfP document.



## **ANNEXURE III**

# **BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY**



**BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY**

To  
The Chief Executive Officer,  
HLL Biotech Limited,  
Integrated vaccine complex,  
Survey no 192& 195,  
Meleripakkam village, Chengalpattu  
PIN:603003

WHEREAS \_\_\_\_\_ (name and address of the firm) (herein after called the Consulting Agency) has undertaken to offer consultancy, in pursuance of RfP/ contract \_\_\_\_\_ dated , to engage a Consultant for assessing the current status of Integrated Vaccine Complex (IVC) facilities of HBL and preparing the road map for revival of the manufacturing and supporting facilities at IVC, Chengalpattu. (herein after called – the contract).

AND WHEREAS it has been stipulated by you in the said contract that the Consulting Agency shall furnish you with a bank guarantee by a scheduled commercial bank recognised by you for the sum specified therein as security for compliance with its obligations in accordance with and due performance of the contract;

AND WHEREAS we have agreed to give the Consulting Agency such a bank guarantee;

NOW, THEREFORE, we hereby affirm that we are guarantors and responsible to you, on behalf of the Consulting Agency, up to a total of \_\_\_\_\_ <amount of the guarantee in words and figures>, and we hereby irrevocably and absolutely undertake to pay you immediately, upon your first written demand declaring the Consulting Agency to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your need to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Consulting Agency before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Consulting Agency shall in any way relieve us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.





The Guarantor Bank represents that this Bank Guarantee has been established in such form and with such content that is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

The Bank Guarantee shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank or the Consulting Agency.

The Bank further undertakes not to revoke this Guarantee during its currency except with the previous express consent of the Client in writing.

The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

This guarantee shall be valid upto and including the day of \_\_\_\_\_ 20\_\_ .

(Signature of the authorised officer of the Bank with date)

Name and designation of the officer

Seal, name & address of the Bank and address of the Branch



## **ANNEXURE IV**

# **TECHNICAL PROPOSAL FORMS**



**FORM - 1A**

**PROPOSAL SUBMISSION FORM**

[Location, Date]

To

The Chief Executive Officer,  
HLL Biotech Limited,  
Integrated vaccine complex,  
Survey no 192& 195,  
Meleripakkam village, Chengalpattu  
PIN:603003

RfP dated \_\_\_\_\_[date] for selection of consultant for \_\_\_\_\_[name of assignment]

Dear Sir,

With reference to your RfP Document dated \_\_\_\_\_[date], we, having examined all relevant documents and understood their contents, hereby submit our technical Proposal for selection as\_\_\_\_\_ [name of assignment]. The Proposal is unconditional and unqualified.

We are submitting our Proposal as\_\_\_\_\_ [sole Applicant / firm] [with] [insert a list with full name and address of Consultant].

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate in accordance with the RfP. Our Proposal is binding upon us, subject only to the modifications resulting from technical discussions in accordance with the RfP.

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

1. We acknowledge that HBL will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Consultant, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
3. We shall make available to HBL any additional information it may deem necessary or require for supplementing or authenticating the Proposal.



4. We acknowledge the right of HBL to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that in the last 3 (three) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant / firm, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. We declare that:
  - a) We have examined and have no reservations to the RfP, including any Addendum issued by the Institution;
  - b) We do not have any conflict of interest in accordance with the terms of the RfP;
  - c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RfP document, in respect of any proposal or request for proposal issued by or any agreement entered into with HBL or any other public sector enterprise or any Government, Central or State; and
  - d) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicant / firms/Firm.
8. We declare that we are not a member of any other Consortium/JV applying for selection as a Consultant.
9. We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
10. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates. We further certify that we have not been barred



by the Central Government, any State Government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or proposal, and that any such bar, if any, does not subsist as on the date of this RfP.

11. We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Directors/ Managers/employees.
12. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by HBL in connection with the selection of Consultant or in connection with the selection process itself in respect of the above mentioned Project.
13. We agree and understand that the proposal is subject to the provisions of the RfP document. In no case, shall we have any claim or right of whatsoever nature if the consultancy for the Project is not awarded to us or our proposal is not opened or rejected.
14. In the event of our being selected as the Consultant, we agree to enter into a Contract in accordance with the contract prescribed in the RfP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
15. We have studied RfP and all other documents carefully. We understand that except to the extent as expressly set forth in the Contract, we shall have no claim, right or title arising out of any documents or information provided to us by HBL or in respect of any matter arising out of or concerning or relating to the selection process including the award of consultancy.
16. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall be binding on us.
17. We agree and undertake to abide by all the terms and conditions of the RfP Document.

We remain, Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Applicant / firm:

Address:

(Name and seal of the Applicant / firm)



**FORM 1-B**

**FORMAT FOR TECHNICAL PROPOSAL**

Project Specific Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity for carrying out consulting services similar to the ones requested under this assignment.]

- Use projects with copy of proof of experience as required for meeting the minimum qualification criteria prescribed.
- Exhibit eligible projects in the last ten years.
- Projects without documentary evidence will not be considered.
- The key parameters like project cost, consultancy fee, duration, components and nature of assignment should be clearly reflected in the proof of experience provided by the consultant. The proof, without the sufficient information necessary for qualification, shall not be considered.

Assignment Name and project cost:	
Country: Location within country:	
Name of Client:	
Address:	
Start Date : (Month/Year) Completion Date : ( Month/Year)	
Name of Associated Consultants, If any:	
Narrative Description of Project:	

Firm's Name:

Authorized Signature:

(Name and seal of the Applicant / firm)



**FORM 1-C**

**FORMAT FOR POWER OF ATTORNEY FOR AUTHORISED REPRESENTATIVE**

Know all men by these presents, We, [name of organization and address of the registered office] do hereby constitute, nominate, appoint and authorize Mr/ Ms [name], son/ daughter/ wife of [name], and presently residing at [address], who is presently employed with/ retained by us and holding the position of [designation] as our true and lawful attorney (hereinafter referred to as the "Authorised Representative"), with power to sub- delegate to any person, 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 Proposal for and selection as consultant for [name of assignment], to be developed by HLL Biotech Limited (the "Institution") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Institution, representing us in all matters before the Institution, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Institution in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us until the entering into of the Contract with the Institution.

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

IN WITNESS WHEREOF WE ,[name of organization], THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS [date in words] DAY OF [month] [year in 'yyyy' format].

For [name and registered address of organization] [Signature]

[Name] and [Designation] of Witnesses:

1. [Signature, name and address of witness]
2. [Signature, name and address of witness]

Notes:



1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under seal affixed in accordance with the required procedure.
2. Wherever required, the Applicant / firm should submit for verification the extract of the charter documents and other 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 Applicant / firm.





**ANNEXURE V**

**FINANCIAL PROPOSAL**



**FORM: 2A**

**FINANCIAL PROPOSAL- COVERING LETTER**

To

The Chief Executive officer,  
HLL Biotech Limited,  
Integrated vaccine complex,  
Survey no 192& 195  
Meleripakkam village, Chengalpattu  
PIN:603003

Dear Sir,

Subject: Consultancy Services for assessing the current status of Integrated Vaccine Complex (IVC) facilities of HBL and preparing the road map for revival of the manufacturing and supporting facilities at IVC, Chengalpattu

We, the undersigned, offer to provide the services for \_\_\_\_\_ <name of assignment> in accordance with your Request for Proposal dated \_\_\_\_\_ and our Proposal. We, \_\_\_\_\_ (Authorized signatory's name) herewith enclose the Financial Proposal for the above. Our attached Financial Proposal is for a sum of \_\_\_\_\_ <amount(s) in words and figures>.

We agree that this offer shall remain valid for a period of 180 (one hundred eighty) days from the due date or such further period as may be mutually agreed upon.

We undertake that, for completing (and, if the award is made to us, in executing) the above assignment, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988".

Yours faithfully,

(Signature, name and designation of the Authorized signatory)

Name of Firm:

Address:

Note: The Financial Proposal is to be submitted strictly as per Form 2B given in the RfP.



**FORM 2B**

**FINANCIAL PROPOSAL**

Ref: Request for Proposal (RfP): No.HBL/RFP/2024-25/02 DTD: 13-11 - 2024

Subject: Consultancy Services to engage a Consultant for assessing the current status of Integrated Vaccine Complex (IVC) facilities of HBL and preparing the road map for revival of the manufacturing and supporting units at IVC.

Our Financial Proposal is for a sum of \_\_\_\_\_ <amount(s) in words and figures> .

S.No	Detailed description of the consultancy services	Basic amount in Rs. (a)	Applicable taxes in Rs. (b)	Total amount in Rs. (a)+(b)

Note:

- 1) Quoted amount as above shall be paid subject to fulfilling of all terms and conditions mentioned in the referred RfP.
- 2) The payments shall be in Indian Rupees and shall be subject to applicable Indian laws, withholding taxes if any.

(Signature, name and designation of the Authorized signatory)

Name of Firm:

Address:



# **ANNEXURE-VI**

# **CHECK LIST FORMAT**



**CHECK LIST FORMAT**

<b>S. No.</b>	<b>Activity</b>	<b>Yes/ No/ NA</b>	<b>Page No. in the RfP document</b>	<b>Remarks, if any</b>
1	Have you enclosed RfP fee of required amount?			
2.	Have you enclosed EMD of required amount?			
3	Have you enclosed duly filled data Sheet as per required format given as Annexure-I in RfP document?			
4	Have you enclosed Power of Attorney in favour of the signatory?			
5	Have you kept proposal validity of period of 180 (one hundred eighty) days from the due date for submission of proposal?			
6	Have you furnished Income Tax Account No. as allotted by the Income Tax Department of Government of India?			
7	Have you fully accepted all the terms as per RfP document including amendment/ corrigendum if any?			
8	Have you submitted the certificate of incorporation?			
9	Have you furnished documents establishing your eligibility & qualification criteria as per RfP documents?			
10	Have you submitted the documentary evidence, establishing that the applicant/ firm is eligible to submit the proposal and, also, qualified to perform the contract if its proposal is accepted?			



<b>S. No.</b>	<b>Activity</b>	<b>Yes/ No/ NA</b>	<b>Page No. in the RfP document</b>	<b>Remarks, if any</b>
11	Have you submitted the Details of projects handled with relevant copies of work orders ?			
12	Have you submitted the Self-Attested copies of GST registration certificate?			
13	Have you submitted the Self-Attested copies of PAN Card?			
14	Have you submitted the Non conviction /no pending conviction certification issued by Notary on judicial stamp paper for preceding three years?			
15	Have you submitted the Notarized affidavit that Applicant/ firm does not have any relation with the person authorized to evaluate technically or involve in finalizing the RfP?			
16	Have you submitted the declaration 'We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities'?			
17	Have you submitted the Technical Proposal as per the forms given in Annexure IV of the RfP document?			
18	Have you submitted the Financial Proposal as per the forms given in Annexure V of the RfP document?			