

No. 53017/18/2017-PSU  
Government of India  
Ministry of Chemicals & Fertilizers  
Department of Pharmaceuticals

\*\*\*\*\*

Udyog Bhawan, New Delhi

Dated: 12<sup>th</sup> May, 2023

**NOTICE INVITING TENDER**

Subject: Engagement of consultant for valuation of Bengal Chemicals and Pharmaceuticals Limited (BCPL) under administrative control of Ministry of Chemical and Fertilizers (Deptt. Of Pharmaceuticals) - reg

The Department of Pharmaceuticals (DOP), on behalf of Government of India (Gol) invites proposal for engagement of consultant for valuation of Bengal Chemicals and Pharmaceuticals Limited (BCPL) under administrative control of Ministry of Chemical and Fertilizers (Deptt. Of Pharmaceuticals).

1. The complete details regarding scope of work, eligibility conditions, bid evaluation process, format for submission of technical and financial bids etc. are mentioned in this "Request for Proposal (RFP)" Document at **Annexure-A**.
2. Interested and eligible agencies, who meet the prescribed requirement, are advised to go through "Instructions to Bidders for Online Bid Submission" and submit their competitive bids / offers online through e-procurement system of Government of India (GOI) on Central Public Procurement Portal <https://eprocure.gov.in/eprocure/app> only. **No bids will be accepted in physical/manual mode.**
3. All prospective bidders are advised to read and understand the terms and conditions of the proposal as detailed in the RFP document before submitting their bids/ offers on the on-line portal as no change is permissible once the bid/offer is submitted. Bid/offer documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
4. Not more than one bid/offer shall be submitted by one bidder having business relationship. Under no circumstance will father and his son/(s) or other close relations who have business relationship with one another (i.e. when one or more partner/(s)/director/(s) are common) be allowed to bid/offer for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.

P.T.O.



5. RFP document can be pre-viewed and downloaded from Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app> as well as from the websites of Department of Pharmaceuticals (DoP), Ministry of Chemical and Fertilizers under appropriate section (<https://pharmaceuticals.gov.in/whats-new>) and under tab- **Tenders** (<https://pharmaceuticals.gov.in/tender> ).
6. Bidder who has downloaded the RFP document from Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app> or <https://pharmaceuticals.gov.in/whats-new> or and under tab- **Tenders** (<https://pharmaceuticals.gov.in/tender>) shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with DoP.
7. Bidders are advised to visit this website regularly till closing date for submission of bids to keep themselves updated about any change/modification in the RFP document which will be intimated through this website <https://eprocure.gov.in/eprocure/app> or (<https://pharmaceuticals.gov.in/whats-new>) and under tab- **Tenders** (<https://pharmaceuticals.gov.in/tender> ) only by corrigendum/addendum/amendment.
8. Bids will be opened as per date/time as mentioned in the Tender Critical Date Sheet. After online opening of Technical-Bid the results of their qualification as well Price-Bid opening will be intimated latter.

Encl: As above.



(S. U. Ansari)

Under Secretary to Govt. of India

Tel. No. 23063104

## Annexure A

### Notice Inviting e- Tender

Lumpsum Rate e-tenders are invited through CPP portal by the Department of Pharmaceuticals for the work of *“Engagement of consultant for valuation of Bengal Chemicals and Pharmaceuticals Limited (BCPL) under administrative control of Ministry of Chemical and Fertilizers (Deptt. Of Pharmaceuticals)”*

1. **Overview:** Bengal Chemicals and Pharmaceuticals Limited (BCPL), was founded in 1901 by Acharya Prafulla Chandra Roy, a renowned Scientist and Academician. Government of India took over its Management in 1977, subsequently, the Company was nationalized in 1980 and registered as Bengal Chemicals & Pharmaceuticals Limited (BCPL) under the Companies Act in 1981. The company was declared sick in 1992 and was sanctioned scheme for revival in 1995 by the erstwhile Board for Industrial & Financial Reconstruction (BIFR). The Company has since been making a profit for the last seven years.

- 1.1. **Background:** BCPL is a Kolkata-based Company and is engaged in the business of Industrial Chemicals (Ferric Alum), Drugs & Pharmaceuticals, and Disinfectants such as Phenol, Naphthalene balls, Bleaching powder, Toilet cleaners, and Floor cleaners. Cantharidine Hair oil, a reputed brand of Bengal Chemicals, is being manufactured at Maniktala Unit.

- 1.2. **Need for Consultant:** Department of Pharmaceuticals seeks expert advice and assistance in carrying out valuation of BCPL.

## 2. **Scope of Work (Terms of Reference)**

### 2.1. Terms of Reference (ToR)

- i. The broad scope of work for the consultant is to carry out the valuation of BCPL along with various sensitivity scenarios and develop a detailed financial model to determine the valuation of the company including various cash flows, financial and operational sensitivities, etc.
- ii. **Adoption of suitable valuation method / approach (s)** as mentioned below viz,

including recommendations on cost of equity, WACC. (OM dated 9.4.2021 of DIPAM and relevant guidance in this regard may also be referred)

- a. Discounted Cash Flow;
  - b. Balance Sheet method
  - c. Transaction Multiple method
  - d. Asset Valuation Approach
  - e. Market Approach
  - f. Income Approach
  - g. Book Value, etc...
- iii. Determine and recommend a valuation for BCPL on a consolidated basis on an as-is-basis **1 year forward and 24 months forward basis**.
- iv. The **deliverables of the engagement** shall be:
- a. Draft valuation report should comprise brief industry scenario, financial analysis, valuation summary and other information such as:
  - b. Valuation approach and methods used for valuation and the appropriateness thereof.
  - c. Business valuation
  - d. A final detailed valuation report including but not limited to the above, after discussions and incorporation of observations of the DoP.
  - e. An excel based valuation model
  - f. A presentation to DoP. Post presentation, the Consultant, shall, if required, incorporate the suggestions, as may be suggested by DOP or provide for any other additional clarification that may be required.
  - g. The final deliverable shall be the final Valuation Report, incorporating the changes/modifications as may be suggested. The consultant shall submit two copies of the valuation report along with an electronic copy.
- v. In estimating the **value of properties of BCPL**, the consultant shall:
- a. Clearly identify, describe and list all the properties and assets, including intangibles such as, title to property rights, being valued, as provided by the Company (BCPL).
  - b. Exercise due diligence and take a full and comprehensive view of relevant data while making a separate valuation of each and every distinct asset, and due

diligence on approvals from various regulatory authorities as applicable, review of physical encumbrances, if any, including verifications and updating of their status etc.

- c. Collect information and conduct due diligence of matters like market information, the physical condition of the assets, quotations and offers of similar assets sold or available in close proximity to the subject property with proper justification in support of the best possible value assessment of the company and process followed as per the government guidelines.
  - d. Suitably provide the justification along with the underlying assumptions for adopting the particular method of valuation and state clearly any assumptions or limiting conditions with supporting empirical data that may alter opinions and conclusions or influence valuation.
  - e. Provide sufficient information in the Report to enable the reader to fully understand it, place reliance on the supporting data, reasoning, analyses and conclusions underlying Consultant's findings, opinions and conclusions indicating implication on final valuation in quality and quantity both.
  - f. Completely and understandably set forth the valuation report in a manner, which will be comprehensive, accurate, and not in any manner misleading.
  - g. The inception reports of Valuation shall clearly mention individual items of Assets and liabilities of balance sheet to be valued. Timeline for different deliverables may also be indicated such as timeline for submission of draft report, presentation of the draft report, submission of the final report etc. Any issue requiring direction of the government shall be brought before the Department for decision.
- vi. The consultant shall strictly abide by the Ethics and Integrity clauses prevalent Nationally/Internationally in similar Agreements. The Consultant shall submit an undertaking in the form of a duly notarized affidavit on non-judicial stamp paper of Rs.100 (Rupees One Hundred), **as per Annexure-VI**, for the commitment towards Integrity and ethics principles of transparency in public procurement.
- vii. The Consultant shall sign a confidentiality agreement with DoP to keep and maintain confidential, all data, information and the Valuation Report, during and after valuation until so permitted as per the confidentiality agreement The Consultant shall



submit an undertaking as provided in **Annexure-VI** and shall sign a confidentiality agreement with DoP as per the format given in **Annexure-VII**. The Consultant shall provide such other assistance as may be required in connection to the above relating to valuation issues.

- viii. The Terms of Reference (ToR) mentioned above **are indicative and non-exhaustive in nature**. There may be some services relevant but not expressly captured in the aforesaid ToR, which upon being as and when brought to the notice of the Consultant by DoP, will also form an integral and mandatory part of the ToR. DoP reserves the option of getting valuation done from any other agency.

**2.2. Co- Ordination with BCPL / DoP:** At any stage of the work, the consultant may interact and coordinate with BCPL and DoP to apprise themselves of the problems typical to BCPL. **The BCPL will provide the details of the properties and other documents for completing the tasks by the Consultant as per the prescribed time.**

- 3. Time schedule:** **The contract will be effective from the date of issue of award of letter for 15 days.** DoP retains the right to extend the date of completion of work at its own sole discretion. Notwithstanding the submission of the Valuation Report, the Government shall have the right to call upon the Consultant for making presentations or its report before any committee or officials of the Government and to respond to any queries / clarifications as the Government may seek and further, to provide support to the Government on valuation issues post submission of final report.

- 4. ELIGIBILITY CRITERIA:** The Bidder should meet the following eligibility criteria for technical evaluation and thereafter for opening of their financial bids.

- a. The interested parties should be a Consultant registered with Insolvency Bankruptcy Board of India (IBBI). The Bidders must be registered with categories of Assets- Lands and Building,
- b. The interested parties should have successfully completed at least 1 (one) valuation in the last 3 (three) years from one day prior to date of bid submission Rs. 500 Crore (Rupees Five hundred Crores) or more in each case. (A true copy of the certificate from the client of the interested parties to be produced for successful completion of the valuation).
- c. Bidder should furnish the documentary evidences in support of above eligibility criteria.

- d. Consortium bids will not be allowed.

**5. PROPOSAL FORMAT & TECHNICAL EVALUATION CRITERIA:** The short listing of the Consultant shall be based on the following technical evaluation:

Cat.	Particulars	Weightage
A	<p><b><u>Experience and capability</u></b></p> <p>(i) Profile of the organization and details of domestic/ international assignments, indicating understanding of valuation in Pharma Sector, if any. (10 Marks)</p> <p>(ii) Capability, capacity, experience and expertise in handling similar assignments. (25 Marks)</p> <p>(iii) Demonstrate ability to work with the Company and in coordination with other intermediaries, as part of a team. (10 Marks)</p>	45
B	<p><b><u>Infrastructure and Manpower</u></b></p> <p>(i) Details of infrastructural facilities like office, manpower, etc. (10 Marks)</p> <p>(ii) Detailed profile of the core and support teams (with CV's of each team member detailing their qualification and relevant experience) that will be deployed on the assignment in the event of selection. (15 Marks)</p>	25
C	<p><b><u>Strategy for Valuation</u></b></p> <p>(i) Indicate strategy for valuation and demonstrate ability to deliver in a tight timetable, committing personnel and indicate the timeline.</p>	30

**6. Queries, Replies and Clarifications**

- 6.1.If the bidder has any query related to the bid document of the work, they should use 'Seek Clarification' on CPP Portal to seek clarifications as per the schedule dated of circulation given in the Tender Critical data sheet. No other means of communication in this regard shall be entertained.
- 6.2.If any clarification is needed by DOP from the bidder about the deficiency in his uploaded documents, they will be asked to provide it through CPP e-tendering portal or email as required. The bidder shall upload the requisite clarification / documents

within specified time of receipt of such request from DoP, failing which tender will not be considered for the subsequent stages.

6.3. Issues faced / queries of the bidders pertaining to technical support on ePortal for submission of RFP documents should normally be addressed to under-secretary as given.

## **7. BID SUBMISSION**

7.1. The tendering process is online at CPP- portal URL <https://eprocure.gov.in/eprocure/app> address. Prospective tenders may download and go through the RFP document. Proposals are to be submitted on-line in 2 (two) separate covers as per the following instructions and as per the schedule mentioned in Annexure X. **Instructions for filing online bid is given at Appendix-F.**

### **7.2. Cover-1(online)**

- a. The bank draft / pay order of Rs.50,000 (Rupees Fifty Thousand Only) in favour of PAO- Pharmaceuticals, or through NTRP portal in Bharatkosh (online). In case of digital payment, a proof of same may be attached. Further, registered MSME's shall be exempted from the payment of EMD as per extant instructions. However, bidders (MSME's) shall sign Bid Security declaration as per Annexure VIII.
- b. Covering letter on Letter Head of Company / Firm for bid submission by the Bidder.
- c. Authority letter authorizing any person to sign the proposal and other documents on behalf of the bidder.
- d. General particulars duly filled-in and signed by the authorized signatory on behalf of the Bidder, as per the Format at **Annexure-I**.
- e. Confidentiality Undertaking in the Format at **Annexure-II**.
- f. Certificate on unconditional bid in the format at **Annexure-III**. Please note that bids with conditionality shall be summarily rejected.
- g. Affidavit regarding no conviction and no conflict of interest, as per **Annexure-IV**.
- h. Certificate to the effect that in case of selection and appointment, a Performance Bank Guarantee amounting to 3% of the fee quoted, will be given in the form of



a demand draft or bank guarantee, which shall be valid till the completion of the transaction.

- i. Technical bid along with all schedules, certificates & Annexures, duly filled in, page numbered and signed by authorized signatory of Bidder in the format given in Para-5 above.
- j. Audited Financial reports of last 3 (three) years or financial reports of the available year/s, in case of entities incorporated during the last 3 financial years.

**7.3. Envelope-2 (Online):**

- a. Bidder should furnish financial bid in the format as per Annexure-V and superscribe the cover with the RFP reference.
- b. For any clarifications or details, prospective bidders may contact

**Sh. Shamim Uddin Ansari, US(PSU),  
Department of Pharmaceuticals, Room No. 514,  
Udyog Bhawan, New Delhi,  
E-mail ([su.ansari@nic.in](mailto:su.ansari@nic.in)), Tel No. 011-23063104**

**8. REQUIREMENT FOR FINANCIAL BIDS**

- 8.1.** The Bidder is required to quote a fixed lump-sum fee in INR (in cover-2 online) for the transaction. The fee quoted by the Bidder should be inclusive of all the expenses but excluding GST.
- 8.2.** The fee quoted should be minimum Re.1.00 (Rupee One) or in multiples of Re.1.00 (Rupee One), failing which the financial bid would be rejected. The tax component should be indicated separately while raising the bills for payment of fee. All bills are to be raised in INR and will be payable in INR.
- 8.3.** In case of mismatch of figures quoted in number and words; the figures in words will be taken as correct for all purposes.
- 8.4.** The Fee quoted by the H-1 bidder shall remain fixed till successful completion of transaction.
- 8.5.** The fee quoted should be unconditional. Please note that bids with conditionality shall be summarily rejected. The travel-related expenses, stay expenses and all the other expenses including those related to due diligence, collection and review of data, preparatory work, visits to site, visits for clarifications/ meetings, making presentations, preparation of report, etc. will have to be borne by the Consultant.

**8.6.** The Bidders will be liable to pay taxes / duties / cess etc. applicable as per prevailing law at their end.

## **9. BID OPENING PROCESS**

**9.1.** The Proposals (technical bids) will be opened by the Tender Opening Committee in the presence of the bidders as per schedule through video conference.

**9.2.** Financial Bid will be opened only after the presentations of only those parties who qualify in the technical evaluation.

**9.3.** Please note that bids with any conditionality shall be summarily rejected.

### **Note:**

- c. The Government reserves the sole right to accept or reject any or all proposals thus received or to cancel the RFP or the work, without assigning any reason thereof.*
- d. The Government will not be responsible for any delay on account of late submission of bid. Late receipt of Bid will not be considered.*
- e. Consortium bids will not be allowed.*
- f. Sub-contracting of the assignment will not be allowed. The appointed Consultant shall be solely responsible for all the required final deliverables.*

## **10. PROCEDURE FOR SELECTION OF CONSULTANT**

10.1. The eligible bidders would be required to demonstrate their credentials before the Committee of DoP through a presentation, covering the areas / criteria listed in Para-5 above, and to make available a copy of the presentation in soft form through e-mail to the Officer mentioned in Para-7.2 above before making the presentation. The date, time and venue for the presentation will be notified separately in due course on website of DoP (i.e. <https://pharmaceuticals.gov.in/whats-new> )

10.2. The committee would evaluate the Bidders on the criteria mentioned in paragraph 5 above based on their presentation and Proposals received and shortlist them for the purpose of opening of their Financial Bids. Only the parties/bidders scoring 70 or above marks/score out of 100 will be technically short-listed.

10.3. The Selection Committee will open the Financial Bids of only short-listed applicants.

The shortlisted bidders, if they so desire, may remain present at the time of opening of the financial bids. The marks scored by the short-listed bidders will be announced before opening of the financial bids.

**10.4. The weightage of the financial and technical components shall be in the ratio of 30:70** respectively. The combined score of technical and financial bids based on the Quality and Cost Based Selection (QCBS) will determine the H1, H2, H3 and so On.

**10.5.** The bidder scoring the highest points/marks (H1) based on the above principles would be selected for the transaction. In the case of a tie in marks, the bidder who has a higher technical score will be selected.

**11. TERMS OF PAYMENT:** The bidder will quote a lumpsum fixed amount inclusive of all taxes and duties but excluding GST for providing the services. 70% of the quoted amount will be released after the PPT to DoP, based on the report submitted to DoP. Balance 30% will be released after acceptance of the valuation report by DoP.

**11.1.** Advance Payment: No advance payment shall be paid to consultant at initial stage and during the currency of the contract.

**11.2. MODE OF PAYMENT:** Consultants will raise the invoices in triplicate to Sh. Sh. Shamim Uddin Ansari, , US(PSU), Department of Pharmaceuticals, Room No. 514, Udyog Bhawan, New Delhi, E-mail (su.ansari@nic.in), Tel No. 011-23063104

**11.3.** The different taxes should be indicated separately while raising the bills for payment of fee. Payment will be released after verification through one of the accepted modes of electronic transfer.

## **12. PERFORMANCE GUARANTEE/ Security Deposit**

**12.1.** Performance Security shall be obtained from the successful bidder awarded the contract. Performance security should be for an amount of **3 %** of the value of the contract as specified in the bid documents. Performance Security may be furnished in the form of the bank draft / pay order in favour of PAO- Pharmaceuticals, or through NTRP portal in Bharatkosh (online). In case of digital payment, a proof of same may be attached.

**12.2.** In case the selected bidder fails to submit performance guarantee within the time stipulated, DoP at its discretion may cancel the assignment to the selected bidder without giving any notice. DoP shall invoke the performance guarantee only in case the selected bidder fails to discharge their contractual obligations during the period or in case

DoP incurs any loss due to selected bidder's negligence in carrying out the assignment as per the agreed terms & conditions. If the transaction falls through on account of the non-deliverance of the AV (as per the Scope of work and Terms of Reference) then the complete Performance Guarantee would be confiscated.

- 13. CONSTRUCTION AND INTERPRETATION:** The Agreement between the Government of India and the Consultant, including this RFP, shall be interpreted harmoniously. The documents shall be read as a whole for its correct meaning and interpretation.
- 14. NON-ASSIGNMENT:** Except as may be expressly agreed in writing by the Government of India, the successful bidder shall not assign its rights or obligations under this Agreement (Proposal, as accepted) to any other party.
- 15. TERMINATION:** The award of work on the successful bidder/ Consultant may be terminated by the Government of India, if the said bidder becomes bankrupt or is dissolved, or ceases to exist or if the bidder unreasonably delays in carrying out the work entrusted to it. The Government of India also reserves the right to terminate the engagement of the Consultant at any time if it decides not to go ahead with the proposed disinvestment/closure. In case of any termination, the Consultant will not be entitled to any payment other than for the milestone referred to in clause 10 above which has already been achieved.
- 16. GOVERNING LAW AND JURISDICTION:** This RFP and the subsequent agreement between the Parties shall be interpreted by and shall be governed and construed in accordance with the laws of India, without giving effect, if applicable, to the principles of conflict of laws. The Courts at New Delhi, India shall have sole jurisdiction over all matters arising out of or relating to this Agreement.
- 17. ARBITRATION:** Any claims, questions, controversies or disputes which arises between the Parties to this RFP/Agreement concerning its construction or application, or the rights, duties or obligations of any Party hereunder, or arising from termination hereof, shall be referred to arbitration by a Sole Arbitrator appointed as per the Arbitration and Conciliation Act, 1996. The Sole Arbitrator shall be a person of great repute and unconnected to either party. The proceedings shall be in English, the laws of India shall be applicable and the place shall be New Delhi. The Award shall contain reasons and be final and binding on the parties.

**GENERAL PARTICULARS**

1.	Name of the Bidder	
2.	Postal address with Telephone/fax No./official e-mail for communication	
3.	Name, address, telephone/fax No./email with whom reference may be made	
4.	Please state details of refundable fee/Earnest Money Deposit (EMD)	
(a)	DD No and date or UTR No. & date	
(b)	Amount	
(c)	Bankers Name	
5.	Details confirming that the bidder is a Consultant registered with Income Tax Department/ RBI/CPWD /Public Sector Bank/Institute of consultants, etc.( Please attach supporting documents)	
6.	Confirm that you meet the eligibility criteria and how (attach supporting documents)	
7.	State whether details of assignments done as AV (during the period as stated in para 4.1(ii), eligibility criteria) are enclosed. Also please state whether relevant documents such as copy of Work Order's secured and performance certificates in support of Experience are enclosed.	
8.	State whether the affidavit-cum-undertaking relating to no conviction and non-conflict enclosed.	
9.	Confirm that all technical and commercial terms and conditions are acceptable.	
10.	Any other information the bidder may desire to furnish:	

Verified that to the best of my knowledge and belief all the above information is correct and nothing has been concealed.

Seal with Signature of the authorized signatory of the bidder

---

**CONFIDENTIALITY**  
**UNDERTAKING**

It is certified that any and all information provided to [Name of the **bidders**] by **BCPL** or any of its subsidiaries or affiliates shall be deemed to be Confidential Information (whether marked “confidential” or not) and [Name **of the bidders**] shall safeguard the said Information with a great degree of care to ensure its confidentiality. [Name of the bidders] will use such information solely for the purpose for which it was disclosed and will not disclose, distribute, or disseminate the information to any third party (except its own employees on a need to know basis and after ensuring that they are made aware of and undertake to treat all such information as confidential). The period for which such information shall be treated as confidential is 5 (five) years from the date of its disclosure, irrespective of the period of the agreement or its earlier termination. [Name of the bidders] agrees that damages is not an adequate remedy to BCPL in case of any unauthorized disclosure and BCPL, shall have full rights to obtain any mandatory or injunctive relief from a Court to enforce this provision of confidentiality. In case [Name of the bidders] is declared a successful bidder and is engaged by GOI for this engagement, [Name **of the bidders**] shall sign a confidentiality agreement with BCPL as per the format given in Annexure VII.

It is further certified that the valuation reports and other relevant documents, which are to be submitted by [Name of the bidder] to the Government will not be disclosed to any other agency / person without prior permission of the Government and will be treated as strictly confidential.

Seal with Signature of the authorized signatory of the bidder



**FORMAT OF UNCONDITIONAL BID ON THE LETTERHEAD OF THE BIDDER**

To,

-----

Dear Sir,

This is to certify that the fee quoted by us for engagement as Consultant for valuation of BCPL is in accordance with the terms and conditions laid down in the RFP displayed on the website of the DoP and is unconditional.

Seal with signatures of authorized signatory of the Bidder

**AFFIDAVIT-CUM-UNDERTAKING**

We, the undersigned (“**Bidder**”) are submitting our bid in respect of the Request for Proposal No..... , Dated ..... ("Bid") issued by Department of Pharmaceuticals (DoP) in relation to valuation of BCPL under administrative control of Ministry of Chemical & Fertilizers (Deptt. of Pharmaceuticals). We hereby solemnly affirm, declare and undertake as follows:

1. Details of the Bid as disclosed in Appendix-A enclosed herewith are true and correct as on date.
2. There has been no conviction by any court of law or indictment/adverse order by any statutory or regulatory authority for a Grave Offence against us or any of our Indian Sister Concern(s) or any of our promoters or directors or that of our Indian Sister Concern(s).
3. No enquiry/investigations for any Grave Offence is pending against us or any of our Indian Sister Concern(s) or any of our or our Indian Sister Concern’s directors, managers and/or other Senior Managerial Personnel by any regulatory authority and/or government agency.
4. The details of enquiry/investigations for non-Grave Offenses pending against us/our Indian Sister Concern(s)/our or our Indian Sister Concern’s directors, managers and/or other *Senior* Managerial Personnel by any regulatory authority and/or government agency are disclosed in **Appendix-B** enclosed herewith.
5. There are no Conflicts of Interest with respect to the Proposed Transaction as on date.
6. During the tenure of our engagement for the Proposed Transaction, we shall keep the DoP informed, without delay, of any situations, circumstances, relationships, possible source or potential areas of Conflict of Interest in the format enclosed as Appendix-C herewith and we shall not take up work in relation to any such assignment without obtaining prior approval of the DoP and granting of such approval shall be the sole discretion of DoP and shall be binding on us.
7. We ourselves and/or for/with or in association with or on behalf of or through any other Entity, shall not take up any advisory or consulting assignment or render any services on a similar transaction or any other transaction which could have a direct Conflict of Interest, in any manner or capacity to a Competitor of the Company during the term of our engagement in respect of the Proposed Transaction without prior written approval of the DoP and granting of such approval shall be the sole discretion of DoP and shall be binding on us.

8. We have put in place a robust mechanism to resolve any Conflict of Interest situations and circumstances that may arise or result while conducting our business or rendering of services and where-so-ever any Conflict of Interest or potential for Conflict of Interest may arise, we shall take reasonable steps to resolve the same forthwith in a fair and equitable manner. During the term of our engagement we shall ensure to and continue to exercise adequate due diligence for identifying and removing any areas, source, situations and circumstances of conflict and mitigating the effects of such conflicts to the satisfaction of DoP, in case any such Conflict of interest (or apparent conflict of interest) arises or results in relation to the Proposed Transaction.
9. We have laid down an internal code of conduct for governing our internal procedures and operations and have prescribed the standards of appropriate conduct for our employees and officers for carrying out their duties and responsibilities with a view to appropriately ensuring proper maintenance of professional excellence and standards with integrity, confidentiality, objectivity and have made provisions for identification, avoidance and resolution of conflict of interests and for disclosure of shareholdings and interests, etc., in terms of applicable laws.
10. We understand that:
  - a. In cases where existing Conflict of Interest (or apparent conflict of interest) is not disclosed by us, DoP would be entitled to initiate appropriate actions to eliminate or address or mitigate or neutralize the conflict through or by restricting or modifying the Work to be performed by us in respect of the Proposed Transaction. DoP may also terminate our engagement for the Proposed Transaction, in whole or in part, if such termination is absolutely necessary in view of DoP, to avoid the appearance of a Conflict of Interest.
  - b. DoP would be entitled to terminate our appointment if any of the affirmation/declaration/undertaking given by us is found to be false or misleading in any manner or not adhered or fulfilled or complied by us.
  - c. If at any time after our appointment as an Consultant, either we or any of our Indian Sister Concern or the respective promoters/directors is convicted by a court of law in India or any indictment/adverse order is passed by a regulatory authority in India for a Grave Offence, we shall stand disqualified from continuing as Consultant to DoP and shall be bound to inform them without any delay and shall voluntarily withdraw from the Proposed Transaction failing which DoP may terminate our appointment after giving an opportunity of being heard.

## DEFINITIONS

Unless otherwise defined in this Affidavit, the following terms used herein shall have the meaning as set out below:

1. Consultant means the Bidder and includes bidder(s) who have been selected for the Proposed Transaction by DoP in terms of the Bid.
2. **Conflict of Interest:** Conflict of interest in relation to the Proposed Transaction shall without limitation be deemed to exist or have arisen if:
  - (i) The Consultant whether itself and/or for/with or in association with/or on behalf of or through any other Entity is engaged in any activity or business which would or may be reasonably expected to directly or indirectly, materially adversely affect the interest of DoP or any such activity/association would or may impair, his ability to render fair, impartial, technically sound and objective assistance or advice, or unbiased services or may result in it being given an unfair competitive advantage to any other person.
  - (ii) The Consultant, whether itself and/or for/with or in association with/or on behalf of or through any other Entity is engaged in advising and/or have taken up engagement for advising/consulting any other Entity whether under a formal engagement or otherwise in relation to any transaction/matter ("Third Party Transaction") which would or may be reasonably expected to directly or indirectly, materially adversely affect the interest of DoP.
  - (iii) The Consultant has any business or financial interests in any other Entity that would impair, or give the appearance of impairing, impartial decisions in relation to Proposed Transaction, in offering any advice, recommendations or providing technical assistance or other services to DoP as part of Consultant's engagement obligations/duties.
  - (iv) Any other situation, possible source or potential areas of interests which may impair Consultant's ability to render fair, impartial, technically sound, and objective assistance or advice, or unbiased services or in conflict of their professional duties towards DoP in respect of the Proposed Transaction or result in it being given an unfair competitive advantage to any other person.

3. Company means BCPL

4. **Competitor** of the Company means an Entity in India or abroad that is engaged in the business substantially similar to the business of the Company. Business of an Entity shall be deemed to be substantially similar to the business of the Company if turnover or profit of such Entity from the business activity(ies) in which the Company is engaged, exceeds 33% of its total turnover or profit (in any of the last three years).

5. Entity shall mean and include an individual, proprietorship, HUF, an association of person/body of Individuals, a partnership firm, limited liability partnership, company or any other persons.

6. Grave Offence means offences of such nature that it materially affects the reputation, business or operations adversely or outrages the moral sense of the community and such other offences which may be considered by DoP as grave on case to case basis after considering the facts and relevant legal principles.

7. Proposed **Transaction** means the transaction to be undertaken by DoP as described in Bid No \_\_\_\_\_ dated \_\_\_\_\_ issued by DoP.

8. Senior Managerial Personnel's means Chairman & Managing Director, Company Secretary, Chief Executive Officer, Chief Financial Officer or persons having equivalent positions and all such other employees of the Entity who are members of its core management team including Board of Directors comprising all members of management one level below the executive directors and include the functional heads.

9. Sister Concern in relation to the Consultant, means any Entity in which the Consultant has a significant influence or which has "significant influence" over the Consultant and includes a group and a joint venture company. "Significant influence" means holding of at least twenty percent or more of total voting rights or the power to participate in and influence the management, financial or operating policy decisions of that Entity, or of business decisions under an agreement or has twenty percent profit sharing in such Entity.

Appendix A, B and C hereto shall constitute and shall be deemed to form an integral part of this document.

## Appendix-A BIDDER DETAILS

Name of the Bidder	
Address: Registered Office: Corporate Office Tel: Email:	
Constitution	Company/Partnership/LLP/Others (If selected others, please provide the nature of constitution)
SEBI registration no, if registered with SEBI	
Details of registration with other professional statutory bodies	

Seal with Signature of the authorized signatory of the bidder



## Appendix-B

### DETAILS OF PENDING ENQUIRY / INVESTIGATIONS

S. No	Name of the Sister Concern(s)/con cerned person(s) against whom the enquiry/investi gation has been initiated	Relationsh i p with the bidder	Name of the investiga ting agency	Nature of pending enquiry/inves tigation and law under which the enquiry has been initiated	Brief facts/interim orders /other relevant information in respect of the pending enquiry/ investigation

Seal with Signature of the authorized signatory of the bidder

## Appendix-C

### DETAILS OF PRESENT/POTENTIAL CONFLICTS/FACTS OR INTERESTS THAT MAY BE DEEMED AS POTENTIAL CONFLICT OF INTEREST

S. No.	Name of the Entity, in which interests  Conflicts exist/may arise	Relationship of the Bidder with the Entity	Nature/reason of conflict/pote nt ial conflict	Duration of the subsisten ce of conflict, if any	Such other information as may be  relevant and material in deciding whether there is a conflict/ potential conflict of interest

Seal with signatures of authorized signatory of the Bidder

**Format of Price Bid on the Letterhead of the consultant**

Tender Inviting Authority: **Sh. Shammim Uddin Ansari, Under Secretary , DoP**

Name of the Work: Appointment of engagement of consultant for valuation of BCPL under Administrative Control of Ministry of Chemical and Fertilizers (Deptt. Of Pharmaceuticals).

Contract No.: 53017/18/2017- PSU

S. No.	Item Description	Fee (in figures) to be entered by the <b>bidder excluding GST</b> in INR	Fee (in Words) to be entered by the <b>bidder excluding</b> GST in INR
1.	Fixed Lump-Sum Fee in Indian Rupees excluding GST  All other duties and expenses will be borne by-----[name of the bidder]		

Note:

- 1) *In case of mismatch in figure and the words quoted; the fee in words will be taken as correct for all purposes.*
- 2) *Since the bid is exclusive of GST, any additional liability of tax that may arise either on account of change in tax rate or additional taxes by the Central or State Governments, shall be the responsibility of the bidder.*

Seal with signatures of authorized signatory of the Bidder

## **Annexure- VI**

(Duly Notarised affidavit on Non- Judicial Stamp paper of Rs.100 (Rupees Hundred only)

### **INTEGRITY AND ETHICS UNDERTAKING**

[Name of the bidder] Undertakes to act in good faith with respect to one and others to one and others rights prior to, during or subsequent to the currency of the contract and to adopt all responsible measures to ensure the realization of the objectives prior to, during or subsequent to the currency of the contract

#### **2.0 Integrity and Ethics**

[Name of the bidder] undertakes to avoid all forms of corruption by following a system that is fair, transparent and free from influence and prejudice, prior to, during or subsequent to the currency of the contract.

[Name of the bidder] commits itself to take all measures necessary to prevent corrupt practice, unfair means and illegal activities during any stages of its bid or during any pre- contract or post- contract stage in order to secure the contract or in furtherance to secure it. The GoI undertakes that during the pre- contract stage, it shall treat all bidders alike and will provide to all bidders the same information and will not provide any such information to any particular bidder which could afford advantage to any particular bidder in comparison to other bidders. Any breach of aforesaid provisions by [Name of the bidder] or its employees or authorized representatives, shall entitle GoI to take all or any one of the following actions, wherever required:-

- i. forfeiture of performance guarantee.
- ii. to immediately call-off the pre-contract negotiations without assigning any reason or providing any compensation to [Name of the bidder].
- II. to debar [Name of the bidder] from participating in any bidding process in future for a minimum period of 5 years.
- i. to cancel all or any other contract signed with [Name of the bidder].

The GoI will be entitled to initiate the criminal liabilities as well.

Seal with Signature of the authorized signatory of the bidder

## CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (“Agreement”) is entered into on the \_\_\_\_\_

day of \_\_\_\_\_, 2021 by and between:

BCPL, a Government Company having its Registered Office -----

(herein after referred to as \_\_\_\_\_)

AND

\_\_\_\_\_, having its Registered Office at

\_\_\_\_\_ (herein after referred to as "Consultant").

WHEREAS The Government of India (GOI) intends Independent valuation of the Government of India's Assets under the administrative control of DoP along with transfer of management control. DoP, on behalf of Government of India, has engaged the services of an Consultant to carry out a diligent and fair valuation of BCPL for the limited purpose of its Independent valuation with continuance of all of its existing business operations ( called, "the Purpose");

AND WHEREAS, the Consultant requires information from BCPL and its subsidiaries and affiliates in order to enable the Consultant to advise the GOI;

AND WHEREAS BCPL (including its subsidiaries and affiliates) have developed or own information which is an intellectual property (including, but not limited to, software, databases, financial, technical, operational, marketing, administrative and/or business information, process and procedures, records, reports, etc) that it deems confidential and/or proprietary, the unauthorized usage or disclosure of which would be detrimental to its business interests (together, called "information");

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, both parties agrees as follows:

1. As used herein, “Information” means all and any information pertaining to BCPL or its subsidiaries or affiliates or relating to its business, existing and/or communicated in any form, including, but not limited to, oral, written, graphic, electronic, or electromagnetic forms, which is disclosed by BCPL to Consultant pursuant to the Purpose.
2. Consultant will treat any and all Information disclosed by BCPL as confidential (whether or not marked “confidential” or “proprietary”) and will safeguard it in the same manner that the Consultant

treats its own Proprietary Information of like kind, but will use no less than a reasonable degree of care and confidentiality. Consultant will only use such Information solely in connection with the purpose for which it was disclosed hereunder, and will not disclose, distribute, or disseminate Information in any way, to anyone except as provided in this Agreement. Upon discovery by Consultant of any unauthorized use or disclosure, Consultant shall notify BCPL immediately and shall take all steps necessary to prevent further unauthorized use or disclosure.

3. Consultant further agrees that: (i) only Consultant's employees with a clear and defined need to know shall be granted access to BCPL's Information; (ii) BCPL's Information shall not be disclosed to any third party without the prior written approval of BCPL; (iii) permitted disclosures to third parties shall be subject to all of the provisions and restrictions contained in this Agreement; (iv) no copies shall be made of BCPL's Proprietary Information (whether oral, written, printed, graphic, electronic, or electromagnetic) without the prior written approval of BCPL; (v) all copies kept by Consultant shall be marked by Consultant with an appropriate legend indicating that such information is BCPL's Confidential Information; and (vi) Consultant shall not make use of any of BCPL's Information for any purpose except that which is expressly contemplated by this Agreement.

4. The Information disclosed by BCPL shall be treated as confidential and safeguarded by Consultant for a period of Five (5) years after disclosure, unless the Information is:

- (a) generally available to the public, through no fault of Consultant or its employees and without breach of this Agreement; or
- (b) already in the possession of Consultant without any restriction of confidentiality and has been obtained legitimately and prior to any disclosure hereunder; or
- (c) developed independently by employees of Consultant without breach of this Agreement and without referring to or relying upon any information disclosed by BCPL here under; or
- (d) is approved in writing for release or disclosure without restriction by BCPL.

5. Consultant specifically acknowledges and agrees that it may be exposed to Information, whether BCPL's or a third party's, that BCPL did not intend to disclose and/or that BCPL did not intend to receive, merely as a result of Consultant's contact with BCPL's premises or employees. If, in the course and scope of its contact with BCPL, Consultant inadvertently receives any such information, Consultant will protect such information from any further disclosure and will not use such information in any way and will return such Information to BCPL immediately upon its discovery.

6. Consultant will maintain in force policies that require its employees to treat and maintain BCPL



's Proprietary Information in a confidential manner.

7. This Agreement shall be for a period of One Year from the date of its execution. However, the obligations to maintain confidentiality and the right to enforce the same by BCPL shall survive any expiration or termination of this Agreement, for a period of 5 years as already stated earlier.

8. Consultant shall return to BCPL, or at BCPL's request, destroy any and all Information immediately upon BCPL's written request.

9. Except as specifically provided in this Agreement, neither party shall disclose the existence or the nature of the discussions between the parties relating to any Information without the prior written authorization of the other party.

10. Each party acknowledges and agrees that a breach of this Agreement by Consultant will cause BCPL irreparable harm, that damages is not an adequate remedy, and further acknowledges and agrees that BCPL is entitled to injunctive relief in any court of competent jurisdiction to prevent breach or to halt a further or continuing breach. Each party also acknowledges and agrees that such remedy is cumulative and in addition to any other remedy BCPL may have at law or in equity.

11. This Agreement and all obligations and rights arising hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns and its provisions may be modified, amended or waived only by written agreement of the parties.

12. This Agreement shall be governed by and construed in accordance with the laws of India.

Both parties acknowledge that they have read this Agreement, understand it and agree to be bound by its terms and further agree that this Agreement is the complete and exclusive statement of the agreement between the parties with respect to the subject matter hereof, which supersedes all proposals, and all other communications, regardless of the form thereof, between the parties relating to the subject matter of this Agreement.

**IN WITNESS WHEREOF**, the undersigned have executed this Agreement as of the day first written above.

BCPL

Name: \_\_\_\_\_ Designation: \_\_\_\_\_ Date: \_\_\_\_\_

Consultant

Name: \_\_\_\_\_ Designation: \_\_\_\_\_ Date: \_\_\_\_\_

**Bid Securing Declaration**

**(To be submitted by Bidder on its Company Letterhead)**

**(Only For MSMEs/ Entities exempted from submitting EMD)**

It is here by submitted that if I/We..... (Name of bidder/firm/company) withdraw or modify their Bids during the period of validity, or if I/We .....(Name of bidder/firm/company) are awarded the contract and I/We..... (Name of bidder/firm/company) fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, then I/We .....(Name of bidder/firm/company) will be suspended for the period of time specified in the request for bids document from being eligible to submit Bids for contracts with the entity that invited the Bids.

**Date:**

Seal with Signature of the authorized signatory of the bidder

**Annexure X**

**Tender Critical Data Sheet**

<b>Activity</b>	<b>Date and Time</b>
Publishing Date	T
Document download / Sale start date	T+1 from 0930 hrs
Clarification start date	T+1 from 0930 hrs
Clarification end date	T+2 upto 1800 hrs
Bid submission Start date	T+4 from 0930 hrs
Bid submission end date	T+9 (5 working days) upto 1800 hrs
Bid opening Date (Technical)	T+11 at 1100 hrs
Bid opening date (Financial)	T+14 at 1100 hrs