

No. 35025/08/2021-Scheme
Government of India
Ministry of Chemicals & Fertilizers
Department of Pharmaceuticals

Shastri Bhawan, New Delhi
Dated 22nd October, 2021

TENDER NOTICE

Subject:- Invitation of Tender for selection of reputed empanelled agencies with Government of India for conducting studies and submission of report thereof-regarding.

The Department of Pharmaceuticals is inviting sealed bids from reputed experienced empanelled agencies with Government of India to conduct studies related to Pharmaceutical and Medical Devices Sector. The detail Request for Proposal (RFP) is attached.

2. Eligible bidders are requested to submit their proposal as per details mentioned in R.F.P. to this Department by 03:00 P.M. of 17.11.2021 positively.



(N.K. Joshi)
Under Secretary to the Govt. of India
Tel:- 23383392
Email:- navin.26@gov.in

F. No. 35025/08/2021-Scheme/RFP dated October, 2021

Request for Proposal (RFP)

for

**Selection of reputed empanelled agencies with Government of India for
conducting studies and submission of report thereof under the Pharmaceutical
Promotion and Development Scheme.**

Government of India

Ministry of Chemicals & Fertilizers

Department of Pharmaceuticals

Shastri Bhawan, New Delhi- 110001

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Invitation for RFP

1. Objective of Pharmaceutical Promotion and Development Scheme

1.1. The objective of Pharmaceutical Promotion Development Scheme (“PPDS”) is promotion, development and export promotion in pharmaceutical sector by extending financial support for conduct of seminars, conferences, exhibitions, mounting delegations to and from India for promotion of exports as well as investments, conducting studies/ consultancies, for facilitating growth, exports as well as critical issues affecting Pharma and medical devices sector.

2. Terms of Reference

2.1. Department of Pharmaceuticals (“DoP”) intends to conduct studies related to Pharmaceutical and Medical Devices sector under the Pharmaceutical Promotion and Development Scheme (“PPDS”). Hence, reputed agencies will be selected by DoP for conducting various studies and submitting reports thereof for effective creation and utilization of database of pharmaceuticals and medical devices sector, production/manufacturing, EXIM, raw material availability, etc., which will help in framing the policies, monitoring and corrective measures, if necessary, or any other purpose deemed necessary. In this context, DoP invites RFP from reputed empanelled agencies with the Government of India (“GoI”) for conducting Studies and submitting reports thereof. The successful Bidders will provide Original Study report in accordance with the Scope and Terms of reference. A list of topics, total 2 (Two) in numbers, which are selected for study is annexed in this RFP as **Annexure-I**.

3. Advertisement for RFP

3.1. Prospective bidders desirous of participating in this tender may view and download the tender document free of cost from the website- <https://pharmaceuticals.gov.in/whats-new>. The RFP for this bid is in two stages, viz.,

3.1.1 The Technical Evaluation Criteria

3.1.2 The Financial Evaluation Criteria

4. Definitions

4.1. “**Bidders** means “Service Provider” or agency/firm, which participates in this tender and submits its bid.

4.2. “Bidders Representative” Shall mean a person in supervisory capacity who shall be so declared by the Bidder and who shall be authorized under a duly executed power of attorney. He shall be responsible for proper execution of contract and shall take orders from DoP and carry out the same.

4.3. “DoP” means Department of Pharmaceuticals, under the Government of India, Ministry of Chemicals and Fertilizers and having its office at Shastri Bhawan, Dr. Rajendra Prasad Road New Delhi–110001.

4.4. “Substantially responsive bid” is one, which conforms to all the terms and conditions of the Bid documents without material deviations.

5. Prospective bidder

5.1. The prospective bidder shall be an empanelled agency with the Government of India (“GoI”) having experience of at least 3 years and whose annual turnover in the last financial years was not less than **Rs. 20.00 lakhs.** Further, the bidder should have capability and experience in:

5.1.1. Market intelligence study/ Research / consultancy or similar professional services (Market Research) in India.

5.1.2. Conducting various studies related to Pharmaceuticals, Chemicals, Health, Electronic and Medical Devices sector with capability in primary and secondary data mining/survey etc.

6. Deliverables

6.1. Successful bidder shall submit to the satisfaction of the DoP a comprehensive report, both in physical and electronic form, within three months as per the Scope of the Study illustrated in **Annexure-I**. The Report shall be to the satisfaction of the DoP.

6.2. The successful bidder shall have to make presentations to the DoP on key findings of their study /suggestions/recommendations/analysis of data.

7. Pre-bid meeting and corrigendum

7.1. A pre-bid meeting with the prospective Bidders will be held to explain the scope of tender and other details on **10.11.2021** at **03:00 P.M.** through Webinar. Details of the same shall be available on website well in advance.

7.2. The Bidders will ensure that their queries with regard to the RFP, to be addressed by the DoP during the RFP (Pre-Bid meeting) shall reach by post or email **on or before 05.00 P.M. on 05.11.2021** to the officer whose details are provided below (Nodal Officer):

**Shri. Navin Kishor Joshi,
Under Secretary (Scheme),
Room no. 235, A-wing,
Shastri Bhawan, New Delhi – 110001
[Email: - navin.26@gov.in]**

7.3. The Nodal Officer notified by the DoP will endeavor to provide timely response to all queries. However, DoP makes no representation as to the completeness or accuracy of any response made in good faith.

7.4. At any time prior to the last date for receipt of bids, DoP may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder(s), modify the RFP document by issuing a corrigendum.

7.5. The corrigendum & clarifications to the queries from the prospective bidders or otherwise will be posted on the website of the Department, viz., www.pharmaceuticals.gov.in.

7.6. Any such corrigendum shall be deemed to be incorporated into this RFP.

7.7. In order to afford reasonable time to the prospective bidders to affect the corrigendum in the preparation of their bids, DoP may, at its discretion, extend or modify the last date for the receipt of RFP Bids.

8. Bid submission

8.1. All bid must be submitted and received by DoP on or before **17.11.2021** at **03:00 P.M.**

8.2. Three separate sealed envelopes should be used for submitting (i) Technical Bid; (ii) Financial Bid; and (iii) EMD with Form-1 and Form-2 and documents incidental thereto super scribed as (a) Technical Bid; (b) Financial Bid; and (c) Earnest Money Deposit upon the respective envelopes which it relates to.

8.3. After putting the envelopes as mentioned in this para afore in one big sealed cover super scribed as **“Request for Proposal (RFP) for (Name of the study as per Annexure-I)”** should be submitted personally, or through Speed post/ Registered A.D. post, addressed to the **Shri Navin Kishor Joshi, Under Secretary (Scheme), Room no. 235, A-wing, Shastri Bhawan, New Delhi – 110001.**

8.4. All bid documents should be signed by the authorized signatory of the Agency.

8.5. In case, the day of bid submission is declared holiday by GoI, the next working day shall be treated as day for submission of the bids. There will be no change in the timings.

9. Earnest money deposit [EMD].

9.1. The bidder must submit **Rs.20,000/-** (Rupees Ten Thousand) towards EMD along with the tender for each study.

9.2. EMD has to be submitted in the form of a Demand Draft from a scheduled Commercial Bank in India in favour of “Department of Pharmaceuticals, New Delhi”, payable at New Delhi.

9.3. Bids received without EMD will be considered unresponsive and will be summarily rejected.

9.4. EMD shall be submitted in a separate cover along with bid.

9.5. DoP shall not be liable to pay any interest on the EMD pending evaluation.

9.6. Unsuccessful bidder’s EMD will be discharged/ returned back after 15 days from the date DoP enters into an agreement with the Successful bidder.

9.7. The EMD shall be forfeited if a bidder withdraws its bid during the period of bid validity.

9.8. In the case of successful bidder, EMD shall be forfeited if the Bidder-

- 9.8.1** Fails to accept the assignment; or
- 9.8.2** Fails to furnish performance guarantee; or
- 9.8.3** Fails to deliver the relevant services within stipulated period; or
- 9.8.4** Fails to comply any of the terms of RFP.

10. Bid opening

10.1. Bids complete in all respects received along with Bank Drafts in respect of cost of EMD will be opened by the Tender Opening Committee (TOC) in the presence of bidders' representative, if available on **18.11.2021** at **04:00 P.M.** at Room no. 235, A-wing, Shastri Bhawan, New Delhi - 110001. In this stage, completeness of the submission and EMD will be examined. Bids received without EMD will be rejected straight way.

10.2. Technical bids of only those bidders will be evaluated on **23.11.2021** from **12:00 P.M.** onwards whose EMD and supporting documents (any if required) are found to be in order.

10.3. After the Technical evaluation, financial bids of only those bidders, whose bids are found to be technically qualified by the Technical Evaluation Committee ("TEC"), will be opened in the presence of the bidder's representatives. The eligible financial bids will be opened on **25.11.2021** at **03:00 P.M.**

11. Technical evaluation of bid

11.1. A duly constituted TEC will evaluate bidders on the basis of marking criteria as stipulated in this document.

11.2. While doing the technical evaluation, DoP shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, and whether the bids are generally in order. Arithmetical errors shall be rectified on the following basis:

- 11.2.1** If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the DoP.

11.2.2 If there is a discrepancy between words and figures, the amount in words shall prevail. If the bidder does not accept the correction of the errors, his bid shall be rejected.

11.3. Bids which are found responsive and qualify Technical Evaluation, will go to the financial bid opening stage. A minimum score of 15 out of 50 marks in technical evaluation are required to qualify for the financial bid. The following marking criteria shall be followed:

Sl. No.	Aspects	Technical Selection Criteria	Score	Max Score	Minimum score to be obtained for qualification
1	Turnover	Rs. 20 lakh per year for the FY 2018-19, FY 2019-20 and FY 2020-21.	5	15	5
		For every additional average Rs.5 lakh turnover.	2		
2	Technical strength	At least (2) two numbers of study in the sectors /field of Pharmaceuticals, Chemicals, Health, Electronics and Medical Devices must be completed in last three years.	5	15	5
		For every additional of similar assignments/Study.	2		
3	Experience	Three years of Experience in the field of in market intelligence study/ Research intelligence study/ professional services consultation (Market Research) in India.	5	20	5
		For every additional of one year in market intelligence study/ Research intelligence study/ professional services consultation (Market Research) in India.	3		
		Total		50	15

11.4. The Technical bids must comprise of filled in Form-3 along with duly signed, stamped and properly paginated documents in an order indicated in the table below:

Sl. No.	Basic requirement	Specific requirements	Supporting Documents
	Registration certificate of the Agency.	The bidder should be registered with appropriate authority for not less than a period of 3 (three) years.	-Certificate of incorporation/ Partnership or Trust deed -GST registration certificate - Certificate of commencement of business (if applicable) -Udhyog Aadhar issued by MSME.
	Board resolution /Power of attorney in favour of Authorized signatory	Board's resolution OR Power of Attorney in the name of the person executing the bid, authorizing the signatory to commit the Bidder.	Board resolution; OR Power of attorney with appropriate supporting documents
	Annual turnover from similar nature of work	Annual turnover generated from business of market intelligence study/ Research intelligence study/ professional services consultation (Market Research) in India at least for three years as on 31 st March 2021. (As per the last published Balance sheets), should be in INR.	Extracts from the audited balance sheet and profit & loss; OR Certificate from the statutory auditor
	Technical capability	i. Annual Turnover: Annual turnover of the bidder should be at least Rs. 20 lakhs during the last three financial years. ii. Number of similar assignments completed in the past: Minimum two such similar assignments in the	Completion certificates from the client.

		<p>Sector of Pharmaceuticals, Chemical, Health, Electronics and Medical Devices must be completed.</p> <p>iii. Team Size: The bidder must have at least three professionals as its employees with certifications in related field (for evaluation purpose an employee with multiple certifications shall be counted as one).</p> <p>iv. Key professionals of the team: There must be at least one key professional in the proposed engagement team with certification(s) in related field.</p> <p>v. Team Leader's experience: Team leader who will be engaged in the proposed assignment must have at least three years of experience in related field.</p> <p>vi. Association with an International Agency, if any.</p> <p>vii. Members and Strength of Economic Research Team.</p> <p>viii. Whether the Agency has a dedicated Market Intelligence Research Team.</p> <p>ix. Proportion of revenue from research and other key operational areas.</p> <p>x. Strong sectors of the Agency where extensive research work are being done.</p> <p>xi. Number of years the research team is functioning in India.</p> <p>xii. Whether the agency has customized research vertical.</p> <p>xiii. Number of sector/industry wise research projects/Study completed in the last Financial Year.</p>	<p>Work order Certified by the statutory auditor and</p> <p>Work Order and Phase Completion Certificate from the client.</p>
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		xiv.Presentation on Methodology & Approach: Demonstration of in-depth understanding of the proposed study requirements through the technical proposal and presentation, with detailed broken-down activities to be performed, effort estimation, timeline, manpower to be deployed etc.	
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12. Financial Bids opening, Evaluation and selection of bidder

12.1. The Financial Bids of tenderers qualifying eligibility criteria of technical evaluation i.e. Scoring 15 (score) will be opened in the presence of their representatives on **25.11.2021** by **03:00 P.M.** a duly constituted Financial Evaluation Committee (“FEC”) for evaluation. The bid should not have any alteration(s) or overwriting.

12.2. The commercial terms i.e., Professional Fee shall be on a fixed price basis. The price must include all costs, out of pocket expenses inclusive of taxes. Price variation other than applicable taxes shall not be permitted

12.3. Lowest Quoting Bidder for each study respectively will score the highest mark in financial bids as per the scoring criteria.

12.4. For every study the proposal with the highest weighted combined score (Technical Plus Financial) shall be selected (HS-1), i.e., Company which secured the highest score (HS-1) in the selection criteria (Technical and Financial evaluation) shall be selected for awarding the Study Report. In case of tie, the company having higher turnover shall be selected.

12.5. Department reserves the right that not more than two studies will be awarded to one agency concurrently.

12.6. In case HS-1 bidder refuses the tender awarded or does not enter into the contract within the time stipulated by the DoP, EMD submitted by the bidder will be forfeited and their respective tender will be scrapped and the offer shall be passed on to the next highest scorer.

12.7. Enquiries made by the bidder(s) during the course of evaluation of the tender, after opening of bid, till final decision is conveyed to the bidder(s) shall not be entertained in any manner. However, the Committee/its authorized representative at DoP can make any enquiry/seek clarification from the bidders, which the bidders must furnish within the stipulated time else bid of such defaulting bidders will be rejected.

12.8. The financial bid in Form-4 for conducting Study on the given topic shall be evaluated against the criteria set forth herein below:

Sl. No.	Financial Criteria	Max. Score
1	The Company quoting the lowest rate (Single rate/ Fixed Price basis) for one of the studies	50
	Total	50
The Lowest bidder will get the highest Max score and further score will be calculated based on Pro rata basis		
Example		
Sl. No.	Financial Criteria	Max. Score
1	The company quoting 5 lacs fee for one of the Study Report	50
2	The company quoting 6 lacs fee for one of the Study Report	41.67
3	The company quoting 7 lacs fee for one of the Study Report	35.71
$\text{Score} = (\text{Lowest rate quoted} * \text{Max. Score}) / \text{Quoted Rate}$		

13. Bid validity.

13.1. Ninety days from the date of opening of Bids. Bids having validity of less than Ninety days is liable for rejection.

14. Work-order and Agreement.

14.1. On qualifying a bid (“Selection”), a Work Order shall be issued, in duplicate, by the DoP to the Selected Agency and the agency shall, within 7 (seven) 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 is not received by the stipulated date, the DoP may, unless it consents to extension of time for

submission thereof, appropriate the EMD of such tenderer, and the next highest-ranking tenderer may be considered. In continuation of the foregoing, selected tenderer shall have to enter into a written agreement with DoP for honouring all tender conditions and adherence to all aspects of fair-trade practices. In continuation of foregoing, DoP reserves the right to propose additional terms in the Agreement. A copy of the Agreement is attached as **Annexure- II** and incorporated for reference in this RFP.

15. Termination of contract/ work-order.

15.1. DoP may, at any time, terminate the contract by giving written notice to the tenderer without any compensation, if the selected tenderer becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to DoP.

15.2. Termination for default is said to have occurred:

15.2.1 If the bidder fails to deliver any or all of the services as specified in the work order or any extension thereof granted by DoP.

15.2.2 If the bidder fails to perform any other obligation(s) under the Agreement, RFP, Scheme or documents incidental thereto

16. Right to terminate the RFP process

16.1. DoP may terminate the RFP process at any time without assigning any reason.

16.2. DoP makes no commitments, expression or implied that this process will result in a business transaction with anyone.

16.3. This RFP is an invitation to participate, does not constitute an offer by the DoP.

17. Right to reject any or all proposals

17.1. Notwithstanding anything contained in this RFP, the DoP 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.

17.2. DoP reserves the right to reject any Proposal if:

17.2.1. At any time, a material misrepresentation is made or discovered;

17.2.2 The agency did not provide, within the time specified by the DoP, the additional information sought for evaluation of the Proposal;

17.2.3 In case it is found during the evaluation or at any time before issue of Work Order that one or more of the eligibility conditions have not been met by the agency or the agency has made material misrepresentation or has given any materially incorrect or false information, the agency shall be disqualified forthwith along with forfeiting their EMD.

17.2.4 Failure to furnish all information required in the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect;

17.3. The bids submitted by fax/ E-mail etc. shall not be entertained.

17.4. Bids submitted without enclosing the EMD will be rejected.

17.5. Bids not submitted as per the specified format will be outrightly rejected.

17.6. Bids which do not qualify eligibility criteria will be rejected.

17.7. Any bid received after the last date of submission will be summarily rejected.

18. Penalty

18.1. The DoP shall reserve the right to impose penalty for delay in submission and poor quality of the report. The DoP may finalise amount of penalty up to 10% of work order value. The DoP may also reserves the right to not to release the final payment in case the report is inconclusive.

- 19. Terms of Payment.** Payment Terms is in respect of implementation of the Study Report and subsequently release of funds by the Department.

Instalment	Percentage of funds	Remarks/ Pre-requisite
1	30	As an advance after signing of the MoU by both the parties concerned and after executing a surety bond in the prescribed format on a Rs. 100/- stamp paper duly signed by the obligers, 2 sureties and 2 witnesses.
2	30	On submission of the draft report along with the executive summary.
3	40	On submission and acceptance of the final report (10 hard copies and CDs/Pen Drive) by DoP.
The terms and conditions of release of payment shall be as per the scheme guidelines.		

20. Rights of Department of Pharmaceuticals (DoP)

20.1. DoP reserves the right to cancel, modify or reschedule the scope of work due to any other related developments.

20.2. In case the DoP intends to conduct additional studies in addition to indicated at **Annexure-I**, the DoP may obtain sealed quotes for such studies from all the finalised agencies and award the work to lowest fixed price.

21. Disqualification.

21.1. DoP may at its sole discretion and at any time, disqualify any bidder, who is found trying to influence the decision making process of this tender.

22. Subsequent assignment.

22.1. Obligation to fulfil the terms of engagement/ work order lies with agency whom the contract has been awarded. The agency shall not assign or sublet the work order to any other agency, in whole or in part, to perform its obligation under the contract/ agreement, without prior written consent of DoP.

23. Dispute resolution

23.1. In the event of any dispute or difference between the parties hereto with respect to the RFP, its terms or conditions or otherwise, such disputes or differences shall be resolved amicably by mutual consultation. Failing resolution

of the dispute amicably, the unresolved dispute or difference shall be referred to arbitration under the aegis of Delhi International Arbitration Centre (DIAC), Delhi High Court Campus, New Delhi. The provisions of Arbitration and Conciliation Act, 1996 including its amendments, if any, shall be applicable to the arbitration. DIAC rules shall govern the proceedings of arbitration. The RFP shall be governed by the laws of India for the time being in force.

* * *

(On Letter Head of the Agency)

To,

Shri N.K. Joshi
Under Secretary
Department of Pharmaceuticals
Room No. 235, A-Wing,
Shastri Bhawan, New Delhi-110001

Sir,

I/We, the undersigned Applicant, have read and fully understood in detail the “Request for Proposal” (RFP) for providing the Study report under Pharmaceutical Promotion and Development Scheme (PPDS).

2. Our correspondence details with regard to this RFP are:

Sl. No.	Information	Details
	Name of the Contact Person	
	Address of the Contact Person	
	Name, designation and contact, address of the person to whom, all references shall be made, regarding this RFP	
	Telephone number of the Contact Person	
	Mobile number of the Contact Person	
	Fax number of the Contact Person	
	Email ID of the Contact Person	
	Corporate website URL	

3. We are hereby submitting our Request for Proposal (RFP) in printed format.
4. We understand you are not bound to accept any proposal you receive.
5. We understand and agree to comply that on verification if any of the information provided here is found to be false/misleading DoP reserve the right to disqualify and terminate the work order at any point of time.

6. We are liable to be dismissed from the selection process or termination of the resultant contract during the project.
7. We hereby declare that our proposal submitted in response to this RFP is made in good faith and the information contained is true and correct to the best of our knowledge and belief. In case you require any further information in this regard, we agree to furnish the same.
8. We, hereby, declare that only the Agency interested for engagement is named herein and that no other persons or Agencies other than herein mentioned have any interest in this engagement and that this application is in all respect for and in good faith, without misrepresentation, collusion or fraud.

Dated this..... day of..... 20.....

Yours faithfully

Date :

Place:

(Signature of the authorized signatory)

(Name) _____

(Designation) _____

(corporate Seal)

Business Address:

Details of the Bidder

Sl. No.	Information sought	Details to be furnished
1	Name and address of the bidding company	
2	Incorporation status of the firm (public limited/private limited, etc.)	
3	Year of establishment	
4	Date of registration	
5	Registration of Companies (RoC) reference no.	
6	Details of company registration	
7	Details of registration with appropriate authorities for service tax	
8	Details related to three years of Experience in the field of in the business of market intelligence study/ consultation (Market Research)	
9	Name, address, email, phone nos. and mobile number of the contact person	
10	Proportion of revenue from research and other key operational areas	
11	Team Size: The bidder must have at least three professionals as its employees with certifications in related field (for evaluation purpose an employee with multiple certifications shall be counted as one).	
12	Key professionals of the team: There must be at least one key professional in the proposed engagement team with certification(s) in related field. Association with an International Agency, if any. Members and Strength of Economic Research Team. Whether the Agency has a dedicated Market Intelligence Research Team.	
13	Proportion of revenue from research and other key operational areas. Strong sectors of the Agency where extensive research work are being done.	
14	Number of years the research team is functioning in India. Whether the agency has customized research vertical. Number of sector/industry wise research projects/Study completed in the last Financial Year.	
15	Presentation on Methodology & Approach: Demonstration of in-depth understanding of the proposed study requirements through the technical proposal and presentation, with detailed broken-down activities to be performed, effort estimation, timeline, manpower to be deployed etc.	

Compliance sheet for Technical Evaluation

**Name of the Agency and registered :
office**

Year of establishment :

Telephone No :

Sl. No.	Basic requirement	Documents required	Provided (Yes/No)	Reference & page Number
	Registration certificate of the Agency	-Certificate of incorporation/ Partnership or Trust deed -GST registration certificate -Certificate of commencement of business (if applicable) -Udhyog Aadhar issued by MSME.		
2	Board resolution / Power of attorney in favour of Authorized signatory	Board's resolution; OR Power of attorney with appropriate supporting documents		
3	Annual turnover	Extracts from the audited balance sheet and profit & loss; OR Certificate by the statutory auditor		
4	Technical capability	Completion certificates from the client Work order Certified by the statutory auditor and Work Order and Study phase Completion Certificate by the client in the field of Pharmaceuticals, Chemicals, Health, Electronics and Medical Devices. Bidder must have three years of Experience in the field of Market intelligence study/ Research intelligence study/ professional services consultation in India.		

Financial Bid Quotation format (Financial Evaluation)

Sl. No.	Name of Study	Name of the Agency	Single Price Quotation (In Rs.)
1			
2			
3			

*Single Price Quotation for each study, i.e., to be submitted to DoP for each study. Inclusive of all applicable taxes and expenses.

It is to certify that the above quotation is submitted after fully understanding all the terms and conditions of the RFP and scheme guidelines.

For and on behalf of <<Legal name of bidding entity>>
<<Authorised Signatory's signature affixed with corporate seal>>
Name: <<Insert Name of Contact>>
Title: <<Insert Name of Contact>>
Signature: <<Insert Signature>>

Topics with terms and reference and Scope of the proposed studies

Study No. 1: Study to track medicines across the supply chain.

Terms of Reference:

- a. Recommending strategies to improve visibility and availability of medicines across the supply chain to prevent leakages/promote efficiency
- b. Design of systems to build capabilities for tracking medicines across the supply chain till the retailer level
- c. Explore options for utilizing available data flows in public and private MIS to track availability of stocks across supply chain

Background

India has earned the name and reputation of being the Pharmacy of the World. The Indian Pharma Industry is characterized with the production of about 60,000 products and presence of 8 lakh retailers. The envisaged track and trace system by way of QR codes faces various difficulties by industry including accommodation of the code on the strip given constrained space availability, parent-child linkage, financial, technical and logistics issues.

Meanwhile, the COVID-19 pandemic has shown the need for timely identification of stocks at State/district/retailer level to support appropriate interventions. This re-emphasizes the need to establish capabilities to track flows of at all stages of the select essential products, as warranted by the prevailing situation.

Scope of Work:

- a. Assessment of modes and nodes across the supply chain for medicines
- b. Identification of inefficiencies across such nodes/modes
- c. Evolve strategies to track medicines across the supply chain to ensure availability of medicines down to the retailer
- d. Recommending implementation strategies that may encompass a statutory framework or a voluntary mechanism by industry based on cooperation.

Time frame of the study: Three months

Study No. 2: Assessment of skill requirement of Indian Pharma Industry.

Terms of Reference:

Identifying the underlying factors with respect to the demand-supply mismatch vis-à-vis opportunities for Post Graduates and Doctorate holders from NIPERs in the Indian Pharma Industry

Scope of Work:

- a. Diagnosis of various Pharma degree holders and their current opportunities in the Indian Industry
- b. Assessment of skill requirement of the Indian Pharma industry as well as gaps thereof w.r.t. graduates, post graduates and PhD holders.
- c. Evaluation of global best practices and major attractive destinations for Post Graduates and PhD holders from India along with the underlying offers
- d. Potential opportunities and growth prospects for such candidates
- e. Recommendations to promote conducive environment for better absorption of Post Graduates and PhD holders in the Indian Pharma industry including robust industry-academia collaborations

Time frame of the study: Three months

Annexure-II

AGREEMENT BETWEEN DEPARTMENT OF PHARMACEUTICALS, GOVERNMENT OF INDIA AND THE AGENCY OFFERING TO CONDUCT STUDY UNDER THE PHARMACEUTICAL PROMOTION AND DEVELOPMENT SCHEME.

This Agreement for conducting Study (“Agreement”) is entered into this ____th day of ____ 2021 by and between the parties:

Department of Pharmaceuticals, Ministry of Chemicals and Fertilizers, Government of India, functioning at its premises at Shastri Bhawan New Delhi-110001, represented by authorized by the _____, (_____) Department of Pharmaceuticals (hereinafter referred to as the "DoP" which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns);

AND

M/s., _____ (hereinafter referred to as “Agency”) the expression including successor, legal heirs and permitted assigns as party of other part.

DoP and the Agency are hereinafter individually referred to as “Party” and collectively as “Parties”.

WHEREAS, the objective of the Pharmaceutical Promotion and Development Scheme (the “Scheme”) is to promote, develop and to encourage pharmaceutical sector by extending financial support for conduct of seminars, conferences, exhibitions, studies, consultancies etc. for facilitating growth of Pharmaceuticals and medical devices sector.

WHEREAS, sealed quotations are invited by the DoP under the two-stage system viz. (i) Technical Bid; and (ii) Financial Bid, for Selection of empanelled Agency with Government of India for conducting Study of _____.

WHEREAS, M/s. _____ has submitted its bid vide letter no. _____ dated _____ 2021, offering its services in terms of DoP RFP No. _____ dated _____ 2021 representing that it possesses the required means, skills, know-how, expertise and competence to accomplish the task.

WHEREAS, based on the evaluation and recommendation of the Evaluation Committee[s], DoP has approved the bid of M/s. _____ vide its letter No.

_____ dated _____ 2021 and offered to engage it as an Agency for offering necessary services as outlined in the RFP.

WHEREAS, the Agency declares its commitment to the spirit of the Scheme and the objectives it seeks to achieve, as set out in sub para [3] of Para-1 of the Scheme.

WHEREAS, it is reasonable, prudent and necessary for the parties to understand their obligations.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and considerations herein contained and for the benefit of the pharma industry, DoP, and the Agency hereby enter into this AGREEMENT.

Article-I. Engagement

1.1 The term of this Agreement shall be effective from the date first set forth above through, the date scheduled for submission of the study report (“Term”). The Agency shall submit a comprehensive report on or before _____ 20____.

Article-II. Payments to the Agency

2.1 Upon signing this Agreement by the parties, DoP shall pay to the Agency, an Agreement not exceeding the sum quoted in the RFP and in a manner established in the Scheme. Payment schedule is comprehensive and described below:

2.1.1 30 % will be released as advance after signing of the AGREEMENT by both the parties concerned and after executing a surety bond in the prescribed format on a Rs. 100/- stamp paper duly signed by the obligers, 2 sureties and 2 witnesses;

2.1.2 30 % will be released on submission of the draft report along with Agency summary.

2.1.3 40 % will be released on submission and acceptance of the final report (10 hard copies and CDs) by DoP.

2.2 The Parties understand that the cost of accomplishing the Study may increase at any time from the Agreement set out in the RFP and/or the approval by DoP. Notwithstanding this potential variation, the DoP’s liability to pay shall base on Agreement mentioned in the RFP and any increase remains the sole responsibility of the Agency.

2.3 If the DoP does not pay within the time limits, if any, for payment, the Agency is not entitled to late-payment interest.

2.4 Costs of the payment transfers shall be borne by the Agency.

2.5 The Agency shall not assign any of its claims for payment against the DoP to any third party.

Article-III.

Responsibilities of the Agency

3.1 In connection with the _____ (Name of the Study), the Agency understands, and undertakes to:

- a. _____
- b. _____
- c. _____
- d. _____(Description of activities to be performed against each study)

Article-IV.

Confidential Information

4.1 From time to time during the Term, either Party (as the “Disclosing Party”) may disclose or make available to the other Party (as the “Receiving Party”) information about its business affairs, goods and services (including any Forecasts), confidential information and materials comprising or trade secrets, third-party confidential information and other sensitive or proprietary information. Such information, as well as other information that by its nature can reasonably be expected to be considered confidential, whether orally or in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as “confidential” constitutes “Confidential Information” hereunder.

4.2 Confidential Information does not include information that at the time of disclosure: (a) is or becomes generally available to and known by the public; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was known by or in the possession of the Receiving Party or its Representatives prior to being disclosed by or on behalf of the Disclosing Party; (d) was or is independently developed by the Receiving Party without reference to or use of, in whole or in part, any of the Disclosing Party’s Confidential Information; or (e) is required to be disclosed pursuant to applicable Law.

4.3 The Receiving Party shall, from disclosure of any Confidential Information: (a) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (b) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (c) not disclose any such Confidential Information to any Person, except to the Receiving Party's Representatives who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. The Receiving Party shall be responsible for any breach of this para caused by any of its Representatives.

4.4 On the expiration or earlier termination of this Agreement or at any time during or after the Term, at the Disclosing Party's written request, the Receiving Party and its Representatives shall, promptly return or permanently destroy all Confidential Information and copies thereof that it has received under this Agreement, except where prohibited by applicable Law.

4.5 The Parties acknowledge and agree that: (a) a breach or threatened breach by a Party of any of its obligations under Para-4.3 would give rise to irreparable harm to the other Party for which monetary damages would not be an adequate remedy and (b) in the event of a breach or a threatened breach by a Party of any such obligations, the Parties shall, in addition to any and all other rights and remedies that may be available to a Party at law, at equity or otherwise in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court or an arbitral tribunal or a tribunal or an appropriate machinery of dispute resolution of competent jurisdiction, without any requirement to prove actual damages.

4.6 Each party shall notify its officers, agents, employees, attorneys, and any other person in active concert with Scheme activities (particularly the study undertaken) of the obligations, duties, and responsibilities imposed on them by this Agreement.

Article-V. Anti-corruption

5.1 With the aim of achieving a balance between the interest of Parties to avoid corruption the Agency agree and undertakes that, at all times in connection with and throughout the term of the Agreement and thereafter, it will prohibit the following

practices, in relation with a public official at the international, national or local level, an official or candidate to political office, and an officer, employee or a professional engaged whole time or fixed term basis of DoP, whether these practices are engaged in directly or indirectly, including through third parties:

- a. Bribery is the offering, promising, giving, authorizing or accepting of any undue pecuniary or other advantage to, by or for any of the persons listed above or for anyone else in order to obtain or retain a business or other improper advantage, e.g. in connection with public or private procurement contract, grants, regulatory permits, taxation, customs, judicial and legislative proceedings. Bribery often includes: (i) kicking back a portion of a contract payment to government or party officials or to employees of the other contracting Party, their close relatives, friends or business partners or (ii) using intermediaries such as agents, subcontractors, consultants or other third parties, to channel payments to government or party officials, or to employees of the other contracting Party, their relatives, friends or business partners.
- b. Extortion or Solicitation is the demanding of a bribe, whether or not coupled with a threat if the demand is refused. Agency will oppose any attempt of Extortion or Solicitation and is encouraged to report such attempts through available formal reporting mechanisms.
- c. Trading in Influence is the offering or Solicitation of an undue advantage in order to exert an improper, real, or supposed influence with a view of obtaining from a public official an undue advantage for the original instigator of the act or for any other person.
- d. Laundering the proceeds of the Corrupt Practices mentioned above is the concealing or disguising the illicit origin, source, location, disposition, movement or ownership of property, knowing that such property is the proceeds of crime.

Article-VI.

Other Provisions

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6.1 Indemnity and Hold Harmless. The Agency assumes any and all liability for any damages, injury and claims related to the Study. The Agency agrees to indemnify and hold the DoP and its Staff, and Officers harmless from and against any and all loss, damages, claims, lawsuits, actions, liability, debts, attorneys' fees, costs, litigation expenses, interest, late charges, demands, suits and judgments arising out of or relating to the Study. All indemnities survive termination of this Agreement.

6.2 Force majeure. It is mutually understood that inability to comply with any term of this Agreement or any obligation attached hereto shall be excused if and to the extent caused by a *force majeure* event, which includes war (whether declared or not), hostilities, invasion, act of foreign enemies, extensive military mobilization; civil war, riot, rebellion and revolution, military or usurped power, insurrection, act of terrorism,

sabotage or piracy; currency and trade restriction, embargo, sanction; act of authority whether lawful or unlawful, compliance with any law or governmental order, expropriation, seizure of works, requisition, nationalization; plague, epidemic, natural disaster or extreme natural event; explosion, fire, destruction of equipment, prolonged break-down of transport, telecommunication, information system or energy; or any other similar cause(s) beyond the reasonable control of the party, and shall release both parties from their future respective obligations under this Agreement, provided that (i) written notice setting forth in detail the nature of any delay or suspension is given by such party to the other party within 48 hours of the scheduled performance; and (ii) such party shall use all commercially reasonable efforts to minimize the extent of such *force majeure* delay. Where an affected party terminates the Agreement, by reason of anything done by another party in the performance of the Agreement, derived a benefit before the *force majeure* event, the party deriving such a benefit shall pay to the other party a sum of money equivalent to the value of such benefit.

6.3 Relationship. The parties agree that nothing in this Agreement shall constitute a partnership, employer/employee relationship or joint venture arrangement between them.

6.4 Entire Agreement/ Authority to Enter Agreement. This Agreement contains the full and complete understanding of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations, and understandings, whether oral or written, with respect to the subject matter hereof. Any amendments to the Agreement must be provided in writing and executed by authorized representatives of both parties. The person signing this Agreement on behalf of Agency warrants that he is authorized agent and, as such, has the right to enter into this Agreement and that no other authorization is necessary. Each amendment or counterpart executed simultaneously, shall be deemed to be an original having identical legal effect.

6.5 Further Assurances. Upon the request of DoP, the Agency will deliver such further documents, execute and deliver such instruments, undertakings, memoranda or perform such further acts as may be necessary, desirable or proper to carry out more effectively the purpose of this Agreement.

6.6 Severability. If any clause or part thereof in this Agreement becomes invalid or is rendered unenforceable or prohibited then such clause(s), or part thereof, will be severable without invalidating or affecting the validity of the remainder of this Agreement, which shall continue in full force and effect.

6.7 Interpretation. In this Agreement, unless the context otherwise requires: (a) headings are for convenience only and do not affect interpretation; (b) the singular includes the plural and *vice versa*; and (c) a gender includes every gender.

6.8 Independent Legal Advice. The DoP has recommended to the Agency that it obtain independent legal advice prior to signing this Agreement. The Agency acknowledges that it has received independent legal advice or has waived the opportunity to do so and have elected to proceed without benefit of same.

6.9 Time is of Essence. Time is of the essence for the performance of all Obligations in this Agreement.

6.10 Binding on Successors. This Agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors, personal representatives, and permitted assigns.

6.11 Assignments. The Services to be performed by Agency hereunder are professional in nature, and DoP has engaged Agency as a result of Agency's expertise relating to such Services. Agency, therefore, acknowledge that it will not assign, sell, transfer, delegate or otherwise dispose of this Agreement or any right, duty or obligation under this Agreement without the prior written consent of the DoP, which consent shall be within the sole and absolute discretion of DoP.

Article-VII. Termination

7.1 Agency may terminate the Study or any part of it, if exceptional circumstances make such implementation impossible or excessively difficult, in particular in the event of *force majeure*.

7.2 This Agreement may be terminated by DoP (i) upon breach by the Agency of any of the material provisions and/or conditions of this Agreement, which breach remains uncured for Seven (07) days from the date of receipt of written notice from the non-breaching party to the other party specifying such breach; or (ii) if it suspects substantial errors, irregularities, or fraud committed by the Agency in the seeking approval or while implementing the Study. Upon termination, DoP may, in addition to any of its other rights under this Agreement or applicable Law, without any liability of DoP to the Agency, at its election, recover any and all damages (including direct, indirect, incidental and consequential damages), costs (including attorneys' and other professionals' fees and

costs), expenses and losses paid/incurred by DoP, for any breach of this Agreement by Agency.

7.3 This Agreement may be terminated by the mutual consent of the parties.

Article-VIII.
Settlement of Disputes

8.1 The parties hereto recognize and unconditionally agrees that any and all disputes arising out of or in connection with the present Agreement, shall be submitted to the Delhi International Arbitration Centre (DIAC) and shall be finally settled under the Rules of Arbitration of the DIAC by binding decision of sole arbitrator appointed in accordance with the said Rules. If a party has any questions about the DIAC, or wishes to obtain a copy of the DIAC's rules and forms, such party may visit the DIAC's website at www.dacdelhi.org. The arbitration shall be held in New Delhi, India. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the rules of DIAC, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. Each party hereby waives any and all rights and benefits which it might otherwise have or be entitled to under Indian law(s) to litigate any such dispute in court, it being the intention of the parties to arbitrate all such disputes.

Article-IX.
Notices

9.1 All notices, requests, consents, claims, demands, waivers and other communications under this Agreement (each, a "Notice") must be in writing, and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Article). All Notices must be delivered by personal delivery, courier, post, or registered e-mail. Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this Article.

- a. DoP's authorized representative for the purposes of administration of this Agreement is _____ or successor Phone- _____;
Email: _____.

- b. Agency's authorized representative for the purposes of administration of this Agreement is _____ or successor. Phone- _____; Email: _____.

Article-IX.
Original Work

10.1 Agency agrees that Agency shall not include any material owned by a third party in any written, copyrightable or patentable material furnished or delivered by Agency under this Agreement without the unconditional written consent of the owner of such intellectual property rights.

10.2 Agency also agrees that all work (or tangible expression of an idea) that Agency creates or contributes to DoP in the course of studying the given area will be created solely by the Agency, will be original, and will be free of any third party claims or interests. Agency further agrees that contents in the Study made by Agency under this Agreement shall be the Agency's original work created during the term of this Agreement.

10.3 The Agency acknowledges that Intellectual Property rights that he created as an Agency of the DoP are solely owned by the DoP.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized officers, have executed this Agreement in duplicate original as of the effective date above written.

Department of Pharmaceuticals (DoP)

Name:

Designation:

Witness:

1. _____
2. _____

M/s. _____

Name:

Designation:

1. _____
2. _____

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