

**Request for Proposal (RfP)**  
**to provide Consultancy Services**  
**for**  
**Preparation and implementation of Strategic Business Plan for revival of HLL Biotech Ltd. (100 % subsidiary of HLL Lifecare Ltd.) and engagement / partnership with various business partner(s), banker(s), Government agency(s) and other Stakeholder(s).**



**RFP NO. HLL/HBL-Revival/RFP/2020-21 DTD: 02-11-2020**

**BY**

**HLL LIFECARE LIMITED**

***(A Government of India enterprise)***

HLL Bhavan - Corporate Head Office,  
Poojappura - PO | Thiruvananthapuram - 695012,  
Kerala, India

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## Disclaimer

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

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HLL Lifecare Ltd.  
[CIN:U25193KL1966GOI002621]  
Regd. Office: HLL Bhavan,  
Mahilamandiram Road, Poojappura,  
Thiruvananthapuram, Pin 695 012,  
Kerala

### **INVITATION FOR PROPOSAL (IFP)**

Request for Proposal (RfP) No. HLL/HBL-Revival/RFP/2020-21  
Date:02-11-2020

**REQUEST FOR PROPOSAL (RFP) for Consultancy** “To Engage a Consultant/Transaction Advisor, for preparation /evaluation / finalization and implementation of Strategic Business Plan for revival of HLL Biotech Ltd. (100 % subsidiary of HLL Lifecare Ltd.) / engagement / partnership with various business partners, bankers, government agencies and others”

HLL Lifecare Ltd., a Central Public Sector Enterprise under the administrative control of the Ministry of Health & Family Welfare, Government of India [“the Client” or “HLL”], intends to engage a Consultant for “Preparation of Strategic Plan(s) for revival of HLL Biotech Ltd. [100 % subsidiary of HLL Lifecare Ltd.], Selection of Strategic Partner, and Preparation of Detailed Project Report for implementation of strategic partnership” details of which have been provided in the RfP document.

HLL invites RfP for Engaging a Consultant/Transaction Advisor, for preparation/evaluation/finalization and implementation of Strategic Business Plan for its subsidiary, HLL Biotech Ltd./ engagement / partnership, with various business partners, bankers, government agencies and other stake holders. which have requisite qualification / experience in this field as detailed in the RfP.

The technical and financial bids, in prescribed formats and other documents as per the RfP should be submitted on the CPP portal i.e., [etenders.gov.in/eprocure/app](http://etenders.gov.in/eprocure/app). The instructions regarding online bid submission may be seen at clause 11 of RfP. The bidders may also contact toll free no. of the Central Public Procurement Portal for obtaining guidance to submit online bids.

**For HLL Lifecare Limited**

**Director (Finance)**

**Request for Proposal (RfP) dated 02-011-2020**

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

1. Prepare alternatives for a Strategic Business Plan for HLL Biotech Ltd.
2. Assist in selection and finalizing of strategic/technology/vaccine/pharma partner, including advise on various options available for such a strategic alliance with the partner and conclude the appropriate method of engagement
3. Assist in identifying various funding options including negotiations with banks and other funding agencies
4. Transaction Advisory services in the entire process, till the implementation of final agreement with the selected business partner,
5. Tenderers may download the RfP document from the websites URL address:<http://www.lifecarehll.com/tender>&<https://etenders.gov.in/eprocure/app> and submit their bids online, along with the required non-refundable fee as mentioned below.

Other useful details in this tender are indicated below:-

Schedule No.	e-RfP Ref. No (Event No.)	Service Name	EMD (Rs.)
1	2020_HLL_61221	To Engage a Consultant/Transaction Advisor, for preparation /evaluation / finalisation and implementation of Strategic Business Plan for revival HLL Biotech Ltd. (100 % subsidiary of HLL Lifecare Ltd.) / engagement / partnership with various business partners, bankers, government agencies and others	Rs.5,00,000/-

Sl.	Description	Schedule
a	RfP Processing Fee	<b>Rs. 5,000/-</b> <b>(Inclusive of GST @18%)</b>
b(i)	Pre-bid meeting	<b>11-11-2020, 11:30hrs IST,</b>
b(ii)	Last date for submission of queries: e-mail id for submission of queries: <a href="mailto:legal@lifecarehll.com">legal@lifecarehll.com</a> The subject in the email should be 'Queries in RfP document for appointment of consultant' <u>Note:</u> Any query received after the scheduled time may not consider.	<b>11-11-2020, 12:00hrs IST,</b>
c	i) Closing date & time for submission of <b>online bids</b>	<b>24-11-2020, 15:00 hrs IST</b>
	ii) Closing date & time for physical submission of original <b>tender fee, EMD</b> instruments in favour of "HLL Lifecare Limited" payable at Thiruvananthapuram, within the specified date and time	<b>24-11-2020, 15:00hrs IST</b>
d	Time and date of opening of bids	<b>25-11-2020, 15:30hrs IST</b>
e	Venue for :- <ul style="list-style-type: none"> <li>• Pre-bid meeting</li> <li>• Submission of tender fee, EMD in physical form.</li> <li>• Opening of Bid</li> </ul>	HLL Bhavan - Corporate Head Office, Poojappura - PO   Thiruvananthapuram - 695012, Kerala, India

## 1. Background and Objective of the Assignment

- 1.1. HLL Biotech Ltd. (HBL), [CIN U24290KL2012GOI030732] is a subsidiary of HLL Lifecare Ltd., (A Government of India Enterprise) and a company incorporated under Companies Act 1956 with its registered office at HLL Bhavan, Poojappura, Thiruvananthapuram-695012, Kerala and having its Corporate Office at Integrated Vaccine Complex (IVC) Survey no.: 192&195, Thirumani Village, Thirukazhukundram Taluk, Chengalpattu District, Tamil Nadu, India.
- 1.2. HBL was incorporated in the year 2012 with the primary goal of manufacturing Vaccines for the Universal Immunization Program (UIP) of the Government of India (GoI). Accordingly, HBL is in the process of setting up an Integrated Vaccine Complex, which is declared as a 'project of national importance' by the Cabinet Committee on Economic Affairs [CCEA]. Apart from manufacture and supply of cost effective vaccines for the UIP, HBL also plan to export to global agencies including UNICEF.
- 1.3. The project cost for IVC approved by the CCEA was Rs.594.00 Cr., which included Rs.285.00 Cr Government equity (out of which Rs.274.88 Cr is Government direct fund and Rs.10.12 Cr in kind towards the cost of transfer of 100 acres of GOI land as lease) and Rs. 309.00 Cr as term loan from commercial banks.
- 1.4. While establishing IVC, the project encountered a number of challenges, the major ones being local agitations, procurements with long lead-time and certain technology hiccups. During the project implementation the project cost escalated due to various factors including delay in completion of civil works and increase in pre-operative expenses. These additional expenses and additional cost on account of exchange rate fluctuation were not budgeted in the DPR prepared in 2009.
- 1.5. The Government of India has accorded captive status to IVC for requirements of UIP (current and future requirement of vaccines, domestic or imported, other than the BCG Vaccine being produced by the departmental unit) will be accorded and kept uniformly at 75 % and IVC will supply at L1 prices in which HLL / HBL could also participate which will emerge in the open tender for the balance 25 % quantity. The Government will have option to review the captive status after 5 years of commercial operations of IVC project.
- 1.6. The Government of India has decided to hive off HBL from the hold company (HLL Lifecare Ltd.). Accordingly, the process for separation of ownership of HBL from HLL and make it a Central Public Sector Enterprise under the direct ownership of the Government of India is in progress.
- 1.7. HBL is presently exploring opportunities for strategic tie-ups / associations with the parties who have evinced interest in HBL taking into consideration factors such as

- (i) Use of IVC/HBL as a strategic asset for the country in the time of COVID pandemic.
- (ii) Securing vaccine security for the nation for other UIP vaccines.
- (iii) With regard to exploring the possibilities of strategic partnership with Private parties, HLL would like to evaluate, various business models for the proposed strategic tie-ups including
  - a. Leasing of IVC
  - b. Revenue Sharing by HBL
  - c. Profit sharing by HBL
  - d. Or business partnership through equity infusion etc.

The selection of strategic partner for HBL have to be done through a transparent and competitive bidding process for commercial partnership considering the fact that decision regarding such proposal would be taken at the highest level in the Government of India.

- 1.8. Ministry of Health & Family Welfare, Government of India [MOHFW, GoI] has entrusted on HLL the responsibility of revival of HLL Biotech Ltd. [100 % subsidiary of HLL Lifecare Ltd., through a consultative, transparent and competitive bidding process by adhering to applicable rules, regulations and processes.

## 2. **Scope of work:**

The scope of work for this Consultancy Assignment is broadly divided into four Stages as stated below.

### **STAGE I: Suggest and Prepare, alternatives for a strategic plan and help in selecting the worthiest option for HLL Biotech Ltd.**

- Hold preliminary meeting with the officials of HLL, HBL & MOHFW
- Ascertain Strengths, weaknesses, opportunities, and threats of HBL
- Discuss various options available for HBL such as leasing, contract manufacturing, business partnership etc.
- Prepare business models on all the options discussed and comparative analysis with pros and cons
- Work out a business/operations strategy to implement the suggested options
- Prepare Information Memorandum for Strategic Partners
  - Identifying various financing options to operationalize HBL
  - Conducting discussions with the lenders
  - Provide Comparative analysis of various options
  - Selection of best possible option and recommendation
  - Submit a detail report to HLL incorporating above.

**STAGE II: Assist in selection and finalizing a strategic partner (technology/vaccine/pharma / biopharmaceutical/ R&D services) , advise on various options available for the strategic alliance with the partner and conclude the appropriate method of engagement.**

- Set criteria for evaluating potential partners
- Identify potential partners
- Drafting and floating of EOI for selection of prospective partner
- Conduct preliminary screening and qualify the potential partners
- Recommendation of key terms of the Bid
- Work out criteria for detailed assessment and prioritize
- support in conducting pre-bid meeting and conferences'
- Inputs for Bid Preparation
- Evaluate the inputs from the prospective bidders and work out the technical and financial criteria for RFP (two stage process)
- Assist in drafting and issuing RFP
- Bid Evaluation & Assistance in Commercial Negotiations
- Prepare a comparative analyses based on various options
- Conducting negotiations with bidders as advised by HLL
- Recommending the most feasible proposal
- Legal vetting and Technical support during finalizing the deal
- Facilitating execution of agreement with strategic partner

**STAGE III: Assist in identifying various funding options including negotiations with banks and other funding agencies**

- Execution of financing option identified in Stage I
- Assist in draft agreements and legal vetting

**STAGE IV: Transaction Advisory Services in the entire process, till the implementation of final agreement with the selected business partner,**

Transaction Advisory Services for implementation of Strategic Partnership shall inter alia include the following:

- Bid process management services
- Post Bid Support - Outlining the representation, warranties, covenants and obligations of both the Client and the prospective Strategic Partners
- Liaison works and other support for interactions with selected Strategic Partner
- Drafting Term Sheet, MoU, Agreement with Strategic Partner
- Support for closure of the transaction

### **3. Deliverables**

The staged deliverables will include:

Stage	Deliverables	Time frame (weeks)	Cumulative time frame (weeks)
<b>Stage I:</b> Suggest and Prepare, alternatives for a strategic plan and help in selecting the worthiest option for HLL Biotech Ltd	(i) Preliminary meetings with HLL , HBL, MoHFW officials.	02	T+02
	(ii) Submission of detail report, which includes SWOT various business options suits HBL with the current status of project , estimated fund requirement for revival and suggestions/proposals for alternative strategic plan ( including its implementation for SOP process to revive HBL.	04	T+06
	(iii) Preparation & Submission of DPR” and discussion/ negotiation / submission of documents to other agencies / offices (with prior approval from HLL) including financial institution / lending firms.	01	T+07
	(iv) Submission of revision or additional requirements of documents, if any asked / required by Financial institution / Lending firms.	02	T+09
	(v) Obtaining approval from the Financial institution / Lending firms	02	T+11
<b>Stage II:</b> Assist in selection and finalizing a strategic partner (technology/vaccine /pharma / biopharmaceutical/ R&D services) , advise on various options available for	(i) Preparation & submission of draft tender to HLL for selection of a strategic partner, which includes all techno-commercial/ financial requirement, complying with all Government requirements including provisions as per GFR.	02	T+13
	(ii) Pre-bid meeting, Bid evaluation and report finalization.	06	T+19

the strategic alliance with the partner and conclude the appropriate method of engagement	(iii) Letter of Intent [LoI] OR MoU( Non-Binding) with the Strategic partner.	<b>01</b>	<b>T+20</b>
<b>Stage III:</b> Assist in searching various funding options including negotiations with banks and other funding agencies	(i) Completion of legal formalities and disbursement of fund from the Financial institution / Lending firms.	<b>02</b>	<b>T+22</b>
<b>Stage IV:</b> Transaction Advisory Services in the entire process, till the implementation of final agreement with the selected business partner	(i) Submission of draft Agreement and assistance in final signing of the agreement with the strategic partner with detailed terms and conditions.	<b>03</b>	<b>T+25</b>

#### 4. RfP Processing Fee

The RfP submissions shall be accompanied by a Bank Draft of INR 5,000(Indian Rupees Five thousand only) in favour of “HLL Lifecare Ltd.” Thiruvananthapuram, India, as a non-refundable RfP processing fee (the “ RfP Processing Fee”). Proposals unaccompanied with the aforesaid RfP Processing Fee shall be liable to be rejected by the Client.

#### 5. Request for Proposal

HLL Lifecare Ltd. hereby invites proposals from qualified firms or expert institutions having adequate experience in providing Consultancy Services as indicated in the technical evaluation criteria as highlighted in the RfP. The details regarding submission of the proposals along with date of pre-bid meeting has been highlighted in the Data Sheet (Annexure-I).

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

- 6.1. Applicants may seek clarification on this RfP document. Any request for clarification must be sent to the email id: legal@lifecarehll.com. Date of Pre-Bid Meeting and venue is mentioned in Data Sheet (Annexure-I). Applicants willing to attend the pre-bid meeting should inform the client beforehand in writing and through email. The representatives attending the Pre-Bid Meeting shall carry with him/ her authority letter duly signed by the authorized signatory of his/ her

organization/institution.

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

## 7. Eligibility of Applicant

- 7.1. The Applicant for participation in the Selection Process shall be a single entity.
- 7.2. An Applicant may either be a sole proprietorship firm/ a partnership firm/ a limited liability partnership/ a company incorporated under the Companies Act 1956/2013 or a body corporate incorporated under the applicable laws of its origin.
- 7.3. An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "Conflict of Interest"). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Client will forfeit and appropriate the Bid Security as mutually agreed genuine pre- estimated compensation and damages payable to the Client for, inter alia, the time, cost and effort of the Client including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to the Client hereunder or otherwise.
- 7.4. An Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
- (i) the Applicant, or Associate (or any constituent thereof) and any other Applicant, or its Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 percent of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, or Associate is less than 5 percent of the subscribed and paid-up equity share capital thereof.

For the purposes of this clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26 percent of the subscribed and paid up equity shareholding of such intermediary; or

- (ii) a constituent of such Applicant is also a constituent of another Applicant; or

- (iii) such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or
  - (iv) such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
  - (v) such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other information about, or to influence the Applicant or Application of either or each of the other there is a conflict among this and other consulting assignments of the Applicant (including its personnel) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to the Client for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or
  - (vi) a firm which has been engaged by the Client to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project save and except as per provisions of this RfP, conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or
  - (vii) the Applicant, its Member or Associate (or any constituent thereof), and the bidder or Concessionaire, if any, for the Project, its contractor(s) or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 percent of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be,) in the bidder or Concessionaire, if any, or its contractor(s) or sub-contractor(s) is less than 5 percent of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or sub-contractor(s). For the purposes of this sub-clause (viii), indirect shareholding shall be computed in accordance with the provisions of sub-clause (i) above.
  - (viii) For purposes of this RfP, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50 percent of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.
- 7.5. An Applicant eventually appointed to provide Consultancy for this Assignment/ Project, and its Associates, shall be disqualified from subsequently bidding for any tender, directly or indirectly for R&D services or providing consultancy and/or goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a

period of 02 (two) years from the date of submission of the last deliverable. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5 percent of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

- 7.6. Any entity which has been barred/blacklisted by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal Due Date, would not be eligible to submit a Proposal either by itself or through its Associate.
- 7.7. An Applicant or its Associate should have, during the last 3 (three) years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.
- 7.8. **Applicant shall furnish the following information along with technical tender:.**
- i) RfP fee
  - ii) Earnest money Deposit (EMD).
  - iii) All forms as annexed in the tender document
  - iv) Documentary evidence, establishing that the tenderer is eligible to submit the tender and, also, qualified to perform the contract if its tender is accepted.
  - v) Power of Attorney issued by Competent Authority in favour of the person **who is digitally signing/ uploading the tender(s)**.
  - vi) Details of projects handled with relevant copies of orders
  - vii) Financial bid in required format.
  - viii) Certificate of Incorporation.
  - ix) Self-Attested copies of GST registration certificate and PAN Card.
  - x) Non conviction /no pending conviction certification issued by Notary on judicial stamp paper for preceding three years.
  - xi) Self-Attested copies of relevant certificates issued by competent authority, wherever applicable.
  - xii) Self-attested copies of annual report, audited balance sheet and profit & loss account for preceding three years from the date of tender opening.
  - xiii) Notarized affidavit that tenderer does not have any relation with the person authorized to evaluate technically or involve in finalizing the tender.
  - xiv) A self-declaration on non-judicial Stamp Paper of appropriate value that the rates quoted in the tender are the lowest and not quoted less than this to any Government Institution (State/Central/ other Institute in India).
  - xv) Any other documents specified/ mentioned in this tender.

## **8. Preparation of Proposal**

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

RfP Document. Material deficiencies in providing the information requested may result in rejection of a Proposal.

- 8.3. Technical Proposal: While preparing the Technical Proposal, Consultants must give particular attention to the following:
- (i) The Partner-in-Charge and Project Manager proposed must be a full-time permanent employee of the Applicant. Independent subject matter experts who are not permanent full time employees of the Applicant may be proposed as Core team members (other than the Partner-in-Charge and Project Manager) provided a documentary evidence is furnished that such experts are dedicated to work with the Applicant for the duration of their involvement under this assignment and they have no conflict with respect to the terms and conditions of this RfP document. Further, such Core team members can-not be a part of Core team members of any other Applicant.
  - (ii) If any Core team members proposed is not a permanent employee of the Applicant, a certificate from the Core team members must be furnished mentioning his/ her availability for the project. In the absence of such certificate, his/ her CV will not be evaluated.
  - (iii) In case an Applicant is proposing Core team members from educational/ research institutions, a 'No Objection Certificate/ Consent Letter' from the concerned institution shall be enclosed with his CV clearly mentioning his/ her availability for the assignment. In the absence of such certificate, his/ her CV will not be evaluated.
  - (iv) Consultant is to ensure that the time allocated for the proposed Core team members does not conflict with the time allocated or proposed for any other assignment. The Client reserves the right to request a work load projection (including time spent on other projects/ clients) for the Core team members.
  - (v) The composition of the proposed Team and Task Assignment to individual personnel shall be clearly stated.
  - (vi) No such Core team members shall be proposed for any position if the CV of the personnel does not meet the requirements of the TOR.
  - (vii) The Core team members shall remain available for the period as indicated in the RfP.
  - (viii) No alternative proposal for any Core team members shall be made and only one CV for each position shall be furnished.
  - (ix) Each CV needs to have been recently signed by the Core team members and/or countersigned by the authorized official of the Applicant. At the time of submission of bid proposal, the scanned copies of the signature of Core team members will be allowed but at the time of signing of contract, the original signatures will be required. However, in both the cases, original counter signature of Authorised Signatory of the Applicant shall be required in original.
  - (x) A CV shall be summarily rejected if the educational qualifications of the Core team members proposed do not match with the requirement of the RfP document.
  - (xi) "Client certifications for the projects listed under the experience section. Client certifications (copy of work order or completion certificate from clients) must confirm the key project attributes (scope and nature of the consultancy

assignment, consultancy fee, project cost, area of the project in sq. kms, duration of the consultancy, fee received and details of the client etc.). In case of inability of the Applicant to furnish the above Client certifications, Applicants are allowed to submit certificates signed by the Applicant's Authorised Signatory and counter- signed by Statutory Auditor/ qualified Chartered Accountant of the Applicant to establish evidence of key project attributes mentioned above."

- (xii) The personnel proposed should possess good working knowledge of English Language.
  - (xiii) No Core team members involved should have attained the age of 70 (seventy) years at the time of submitting the proposal. The client reserves the right to ask for proof of age, qualification and experience at any stage of the project.
  - (xiv) The technical proposal must not include any financial information.
- 8.4. Failure to comply with the requirements set out above shall lead to deduction of marks during the evaluation. Further, in such a case, Client will be entitled to reject the Proposal.
- 8.5. Proposals shall be typed or written in indelible ink and signed by the Authorised Representative of the Applicant who shall initial each page, in blue ink. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed by the Authorised Representative (the "Authorised Representative") as detailed below:
- (i) by the proprietor in case of a proprietary firm;
    - (ii) by a partner, in case of a partnership firm and/or a limited liability partnership; or
    - (iii) by a duly authorized person holding the Power of Attorney / authorization by the Board or any other Competent Authority, in case of a Limited Company or a corporation; or
- 8.6. Applicants should note the Proposal Due Date, as specified in Data Sheet, for submission of Proposals. Except as specifically provided in this RfP, no supplementary material will be entertained by the Client, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in Data Sheet. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material, if submitted, will be summarily rejected. For the avoidance of doubt, the Client reserves the right to seek clarifications in case the proposal is non-responsive on any aspects.
- 8.7. The Technical Proposal should provide the following information using the attached Standard Forms. Refer Annexure-VI for Technical Proposal Forms.
- (i) For recent assignments of similar nature, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and firm's involvement.

- (ii) The comments and suggestions provided by the Applicant on the RfP/ contract/ TOR are not binding and shall not affect the financial proposal.
- (iii) Detailed Approach and Methodology for undertaking the current Assignment.
- (iv) Against the list of proposed staff, details of tasks assigned to each staff as per his/ her experience shall influence the evaluation.
- (v) Each page of the CV must be signed in original by the Authorised representative together with original or electronic signature of the key team member at the proposal stage. However, at the time of contract signing, original signatures of both authorised representative and the Core team members shall be required.
- (vi) The consultant shall make the assessment of support personnel, both technical and administrative, to undertake the Assignment. Additional support and administrative staff shall be provided by the Consultant as needed for the timely completion of the Assignment within the total estimated cost. Consultant should provide time estimates of Core team members as well as support staff in the staffing schedule. It is stressed that the time period for the Assignment indicated in the TOR should be strictly adhered to.

#### **9. Technical Eligibility criteria**

- (i) Applicant should be a reputed Consultant / Transaction Advisor having experience of at least 10 years in preparation of Strategic Business Plan(s), preparation of Detailed Project Report for revival of Business(s), implementation of Strategic Business Partnerships. (10 marks for prescribed minimum experience of 10 years and 1 mark for each additional 2 years, subject to a maximum of 20 marks)
- (ii) Applicant should have successfully completed atleast five (5) transactions involving preparation of Strategic Business Plan(s), preparation of Detailed Project Report for revival of Business(s), implementation of Strategic Business Partnerships in India involving financial deals of Rs.100 Cr. or more during the five (5) year period ended March 2020.(20 marks for prescribed minimum 5 transactions and 4 marks for each additional transaction, subject to an overall maximum of 40marks).
- (iii) Additionally, for each transaction involving preparation of Strategic Business Plan(s) OR preparation of Detailed Project Report for revival of Business(s) for a commercial organization in Vaccine or Pharmaceutical industry 10 marks would be awarded subject to a maximum of 20 marks)
- (iv) Applicant should have successfully completed at least One (1) transactions involving preparation of Strategic Business Plan(s) OR preparation of Detailed Project Report for revival of Business(s) for any Government Department or Public Sector Undertaking.10 marks
- (v) Applicant should make a presentation of not more than One (1) hour duration outlining the manner in which the assignment would be completed if awarded

by HLL.10marks.

## **10. Financial proposal**

While preparing the Financial Proposal, Consultants are expected to take into account the various requirements and conditions stipulated in this RfP document. The Financial Proposal should be a lump-sum Proposal inclusive of all the costs. Applicable taxes associated with the payments by the Client for the assignment should be shown separately and would be paid as per actual. While submitting the Financial Proposal, the Consultant shall ensure the following:

All the costs associated with the Assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the personnel (Expatriate and Resident, in the field, office, etc), accommodation, air-fare, transportation, equipment, printing of documents, secondary and primary data collection, etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.

The Financial Proposal shall take into account all the expenses/costs including applicable levies, duties, cess, fees etc. Applicable taxes associated with the payments by the Client for the assignment should be shown separately and would be paid as per actuals. Further, all payments shall be subjected to deduction of taxes at source as per Applicable Laws.

- 10.1. The proposal should be submitted as per the standard Financial Proposal submission forms prescribed in this RfP. Refer Annexure-VII for Financial Proposal Forms.
- 10.2. The Consultants may be subjected to local taxes (such as social charges or income taxes on non-resident foreign personnel, duties, fees, levies, cess etc.) on amounts payable by the Client under the Contract. Consultants must do their due diligence about the tax implications and Client will not be liable for any incident.
- 10.3. The Proposals must remain valid for a period of 180 days from the Proposal Due Date (PDD) as specified in the Data Sheet. During this period, the consultant is expected to keep available the professional staff proposed for the assignment. The Client will make its best effort to complete contract signing within this period. If the Client wishes to extend the validity period of the proposals, it may ask the consultants to extend the validity of their proposals for a stated period. Consultants, who do not agree, have the right not to extend the validity of their proposals.

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

- 11.1. The Proposal shall be prepared in indelible ink. It shall contain no inter-lineation

or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the person or persons who sign(s) the Proposal.

- 11.2. An Authorized Representative of the Applicant should initial all pages of the Qualification, Technical and Financial Proposals. The Authorized Representative's authorization should be confirmed by a written power of attorney by the competent authority accompanying the Proposal.
- 11.3. The Technical and Financial bids, in prescribed formats and other required documents as per the RFP should be submitted on CPP portal website, i.e. <https://etenders.gov.in/eprocure/app>. Applicants should furnish / upload scanned copies of all documents preferably in "PDF" format. The financial bid is to be uploaded only in the prescribed format and bid of any Applicant which discloses any pricing information in technical bid stage will be summarily rejected.
- 11.4. The technical bids will be opened on 25-11-2020 at 15:30 hrs.
- 11.5. The instructions regarding online bid submission and bid opening are given below:

The technical and financial bids, in prescribed formats and other documents as per the RFP should be submitted on the CPP portal i.e., <https://etenders.gov.in/eprocure/app>.

**SPECIFIC Instructions for e-Tender Participation is as below:**

**SPECIFIC Instructions for e-Tender Participation:-**

- i. Bidders should have valid Class 3 Digital Signature Certificate with encryption.
- ii. Bidders are requested to read the bidders help document on e-tender web site link before proceeding for bidding.
- iii. The prospective bidders have to register with the E-procurement system of HLL at <https://etenders.gov.in/eprocure/app>. On completion of the registration process, the bidders will be provided user ID and password within 7 working days. In order to submit the bids electronically bidders are required to have a valid Class 3 Digital Signature Certificate (signing and encryption/ decryption certificates).
- iv. Bidders are requested to register for issuance of User ID and Password well in advance in order to avoid last minute rush. The process normally takes 03 days' time.
- v. Post receipt of User ID & Password, Bidders can log on for downloading & uploading tender document.
- vi. **The tenderers shall submit tender fee and EMD in physical form at the scheduled time and venue.**
- vii. Tenderer may download the RFP document from the web site [www.lifecarehll.com](http://www.lifecarehll.com) or [www.etenders.gov.in/eprocure/app](http://www.etenders.gov.in/eprocure/app).
- viii. The submission of online bids can only be done through <https://etenders.gov.in/eprocure/app>.

- ix. This tender is an e-Tender and is being published online in Government eProcurement portal, <https://etenders.gov.in/eprocure/app>
- x. Tenderers shall ensure that their tenders, complete in all respects, are to be submitted **online through e-procurement portal ONLY (as described above). No DEVIATION is acceptable.**
- xi. A person signing (manually or digitally) the tender or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.

The bidders may also contact toll free no. of the Central Public Procurement Portal for obtaining guidance to submit online bids.

## **12. Proposal evaluation**

- 12.1. As part of the evaluation, Technical Proposals shall be checked for responsiveness in accordance with the requirements of the RfP and only those Technical Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this RfP document.
- 12.2. Prior to evaluation of Proposals, the Client will determine whether each Proposal is responsive to the requirements of the RfP at each evaluation stage as indicated below. The Client may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal will be considered responsive at each stage only if:

### **Technical Proposal (Annexure-VI):**

- (i) The Technical Proposal is received in the form specified in this RfP;
- (ii) It is accompanied by the Bid Security as specified in this RfP;
- (iii) It is received by the Proposal Due Date including any extension thereof in terms hereof;
- (iv) It is signed, sealed, bound together in hard cover and marked as stipulated in this RfP; it does not contain any condition or qualification; and
- (v) It is not non-responsive in terms hereof.

### **Financial Proposal (Annexure-VII):**

- (i) The Financial Proposal is received in the form specified in this RfP
- (ii) It is received by the Proposal Due Date including any extension thereof in terms hereof;

- (iii) It is signed, sealed, bound together in hard cover and marked as stipulated in this RfP;
- (iv) It does not contain any condition or qualification; and
- (v) It is not non-responsive in terms hereof.

The Client reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal will be entertained by the Client in respect of such Proposals. However, client reserves the right to seek clarifications or additional information from the applicant during the evaluation process. The Client will subsequently examine and evaluate Proposals in accordance with the Selection Process detailed out below.

### **13. Validity of Proposal**

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

### **14. Brief Description of the Selection Process**

The Client has adopted a two-stage selection process (collectively called the "Selection Process") for evaluating the Proposals comprising: (i) Technical proposal and (ii) Financial Proposal. Based on the technical evaluation, a list of technically qualified Applicants shall be prepared. The Financial Proposals of only the technically qualified Applicants will be opened. Proposals will finally be ranked according to their combined technical and financial scores as specified in this RfP. The first ranked Applicant shall be preferred for contract signing (the "Selected Applicant") while the second ranked Applicant will be kept in reserve.

### **15. Time-frame**

The time period to complete the assignment submissions is 25 weeks. The work plan to be submitted by the firm will indicate the intermediate milestones.

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

- 16.1. Notwithstanding anything contained in this RfP, HLL 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.
- 16.2. HLL reserves the right to reject any Proposal if:
  - (i) At any time, a material misrepresentation is made or discovered;
  - (ii) The Applicant does not provide, within the time specified by HLL, the

supplemental information sought by HLL for evaluation of the Proposal;

- (iii) In case it is found during the evaluation or at any time before issue of Letter of Acceptance (LoA) that one or more of the eligibility conditions have not been met by the firm or the Team has made material misrepresentation or has given any materially incorrect or false information, the firm shall be disqualified forthwith if not yet appointed as the Consultant. If the firm has already been issued the Work Order, the same shall notwithstanding anything to the contrary contained therein or in this RfP, be liable to be terminated, by a communication in writing by HLL without HLL being liable in any manner, whatsoever, to the Applicant.

**17. Core Team (Expected to be deployed full time over the entire duration of the assignment)**

<b>Sr. No.</b>	<b>Position</b>	<b>Minimum years of professional experience</b>	<b>Specific expertise</b>
1.	Partner-in-Charge	25	Delivered minimum five (50 projects of value INR 100 CR. as a Partner-in-charge
2.	Project Manager	20	Delivered minimum one (1) project of value INR 100 CR. in Vaccine / Pharmaceutical as Project Manager
3.	Economic & Financial Expert	15	MBA (Finance) or Masters' in Economics or Chartered Accountant with relevant experience of Financial Analysis/ financial structuring/ appraisal of similar development project.
4.	Industry expert : Vaccine / Pharma	15	Work experience in Vaccine / Pharmaceutical organization having turnover of at least INR 200 Cr at managerial level
5.	Transaction Expert (would be working full time during the period Transaction advisory services)	10	MBA (Finance) or Masters' in Economics or Chartered Accountant with relevant experience of Transaction Advisory/bid process management/ preparation of bid documents and mobilization of vendors.

- 17.1. If a firm/ organization or any of its members make(s) an averment regarding his or their qualification, experience, or other particulars and it turns out to be false after signing of the Letter of Acceptance, all the members of the organization shall be debarred for any future assignment of HLL for a period of five years.

- 17.2. The Technical Proposal shall not include any financial information relating to the Financial Proposal.
- 17.3. The HLL reserves the right to verify all statements, information and documents, submitted by the Applicant in response to this RfP. Failure of the HLL to undertake such verification shall not relieve the firm of its obligations or liabilities hereunder nor will it affect any rights of HLL there under.
- 17.4. 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 firm or the Team has made material misrepresentation or has given any materially incorrect or false information, the firm shall be disqualified forthwith if not yet appointed as the Consultant. If the firm has already been issued the Work Order, the same shall, notwithstanding anything to the contrary contained therein or in this RfP, be liable to be terminated, by a communication in writing by HLL without HLL being liable in any manner, whatsoever, to the Applicant.
- 17.5. The rates quoted shall be firm throughout the period of performance of the assignment up to and including acceptance of the conducted Survey and discharge of all obligations of the Consultant under the Agreement.

## **18. Bid Security**

- 18.1. A Bid Security in the form of a Demand Draft / Bank Guarantee (BG) from a scheduled Commercial Bank in India in favour of "HLL Lifecare Ltd.", payable at Thiruvananthapuram, for the sum of INR 5,00,000(Rupees Five lakh only) shall be required to be submitted by each Applicant. In case of submission of the Bid Security in the form of BG, the same shall be in the format given as part of the RfP. The Bid Security shall be valid for a period of 45 days beyond the validity period of the RFP..
- 18.2. Client will not be liable to pay any interest on the Bid security. Bid security of Pre- Qualified but unsuccessful Applicants shall be returned, without any interest, within one month after grant of the work order to the Selected Applicant. The Selected Applicant's Bid Security shall be returned, without any interest upon the Applicant accepting the work order and furnishing the Performance Security in accordance with provision of the RfP and work order.
- 18.3. Bid security of a tenderer will be forfeited if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender. The successful tenderer's Bid security will be forfeited if it fails to furnish the required performance security within the specified period.

## **19. Negotiation**

- 19.1. The selected applicant may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of proposal but will be for re-confirming the obligations of the consultant under this RfP. Issues such as deployment of key personnel scope of work, methodology and quality of work plan shall be discussed during negotiations. In case the selected applicant fails

to reconfirm its commitment, the Client reserves the right to designate the next ranked Applicant as the Selected Applicant and invite for negotiations.

- 19.2. The Client will examine the CVs of all other Core team members and those not found suitable shall be replaced by the Applicant to the satisfaction of the Client.
- 19.3. The Client will not normally consider substitutions except in cases of incapacity of Core team members for reasons of health. Similarly, after award of contract, the Client expects all of the proposed Core team members to be available during implementation of the contract. The Client will not consider substitutions during contract implementation except under exceptional circumstances up to a maximum of two (2) positions of Core team members (considering equal weight for each Core team members) and that too by only equally or better qualified and experienced personnel. During the course of providing services, substitution of Core team members in excess of two (2) positions of Core team members would call for reduction of remuneration, which will not exceed 80 (eighty) percent of the remuneration agreed for the Original Core team members.
- 19.4. For Core team members replaced for the second time, the remuneration payable will not exceed 80 (eighty) percent of the remuneration which would have been payable for the first replaced personnel replaced for the remaining period.

## **20. Technical Proposal**

Applicants shall submit the financial proposal in the forms specified as part of the RfP.

## **21. Financial Proposal**

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

## **22. Clarifications**

To facilitate evaluation of Proposals, HLL may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by HLL for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing. If the firm does not provide clarifications sought above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, HLL may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding.

## **23. Evaluation of Technical Proposals**

- 23.1. The minimum technical score required to qualify technical evaluation is 70 Points out of 100. A proposal will be considered unsuitable and will be rejected at this stage if it does not respond to important aspects of RfP Document and the Terms of Reference or if it fails to achieve the minimum technical score. The Client will notify Applicants who fail to score the minimum technical score about the same and return their Financial Proposals unopened after completing the selection process.
- 23.2. The Client will notify the Applicants who secure the minimum qualifying technical score, indicating the date and time set for opening the Financial Proposals. The notification may be sent by registered letter, facsimile, or electronic mail.

## **24. Evaluation of Financial Proposal**

- 24.1. The financial evaluation will be carried out in respect of the technically qualified bidders and each Financial Proposal will be assigned a financial score(SF).
- 24.2. For financial evaluation, the total cost indicated in the Financial Proposal will be considered.
- 24.3. HLL will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfill its obligations as per the TOR within the total quoted price shall be that of the Consultant. The lowest financial proposal (FM) will be given a financial score (SF) of 100points.

The financial scores of other proposals will be computed as

follows:  $S F = 100 \times F M / F$  (F = amount of Financial Proposal)

## **25. Combined Technical and Final Evaluation**

- 25.1. Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:

$$S = S T \times T w + S F \times F w$$

Where S is the combined score, and Tw and Fw are weights assigned to Technical Proposal and Financial Proposal that shall be 0.80 and 0.20 respectively.

- 25.2. The Selected firm shall be the first ranked firm (having the highest combined score). The second ranked firm shall be kept in reserve in case the first ranked firm withdraws or fails to comply with the requirements as the case maybe.

## 26. Award of Work Order

- 26.1. After selection, a Work Order shall be issued, in duplicate, by HLL to the Selected Firm; and the Firm shall, within ten (10) days of the receipt of the Work Order, sign and return the duplicate copy of the Work Order in acknowledgement thereof. In the event the duplicate copy of the work order duly signed by the Successful Applicant is not received by the stipulated date, the Client may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such tenderer, and the next highest-ranking tenderer may be considered.
- 26.2. The successful tenderer must furnish to the Client the performance security within fifteen days from the date of the Work Order in the format specified in the RfP.

## 27. Proprietary Data

All documents and other information provided by HLL or submitted by the firm to HLL shall remain or become the property of HLL. Firms are to treat all information as strictly confidential. HLL will not return any Proposal or any information related thereto. All information collected, analysed, processed, or in whatever manner provided by the Consultant to HLL in relation to the Consultancy shall be the property of HLL.

## 28. Deliverables and Payments to the Consultant

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

Stage	Deliverables	Cumulative timeframe (weeks)	Consultancy fee payable

<p><b>Stage I:</b></p> <p>Suggest and Prepare, alternatives for a strategic plan and help in selecting the worthiest option for HLL Biotech Ltd</p>	(i) Preliminary meetings with HLL , HBL, MoHFW officials.	<b>T+02</b>	<b>NIL</b>
	(ii) Submission of detail report, which includes SWOT various business options suits HBL with the current status of project , estimated fund requirement for revival and suggestions/proposals for alternative strategic plan ( including its implementation for SOP process to revive HBL.	<b>T+06</b>	
	(iii) Preparation & Submission of DPR” and discussion/ negotiation / submission of documents to other agencies / offices (with prior approval from HLL) including financial institution / lending firms.	<b>T+07</b>	
	(iv) Submission of revision or additional requirements of documents, if any asked / required by Financial institution / Lending firms.	<b>T+09</b>	
	(v) Obtaining approval from the Financial institution / Lending firms	<b>T+11</b>	
<p><b>Stage II:</b></p> <p>Assist in selection and finalizing a strategic partner (technology/vaccine/pharmaceutical/ R&amp;D services) , advise on various options available for the strategic alliance with</p>	(i) Preparation & submission of draft tender to HLL for selection of a strategic partner, which includes all techno-commercial/ financial requirement, complying with all Government requirements including provisions as per GFR.	<b>T+13</b>	<b>NIL</b>
	(ii) Pre-bid meeting, Bid evaluation and report finalization.	<b>T+19</b>	
	(iii) Letter of Intent [LoI] OR MoU( Non-Binding) with the Strategic partner.	<b>T+20</b>	

the partner and conclude the appropriate method of engagement			
<b>Stage III:</b> Assist in searching various funding options including negotiations with banks and other funding agencies	(i) Completion of legal formalities and disbursement of fund from the Financial institution / Lending firms.	<b>T+22</b>	<b>NIL</b>
<b>Stage IV:</b> Transaction Advisory Services in the entire process, till the implementation of final agreement with the selected business partner	(i) Submission of draft Agreement and assistance in final signing of the agreement with the strategic partner with detailed terms and conditions.	<b>T+25</b>	___ % of Earning Before Interest, Taxes and Amortization (EBITA) achieved by HBL in the first full year of operation. The payment would be made in four (4) quarterly installments based on estimate / actual. However, 4 <sup>th</sup> installments will be made only after completion of statutory audit.

- 28.2. A bond shall be executed by the selected firm on non-judicial Stamp paper to initiate the process of release of funds with the acceptance of Work Order.
- 28.3. All payments under this Agreement shall be made to the bank account designated by the Consultant.

## 29. Performance Security

- 29.1. Within 15 days after the issue of Work Order by HLL, the tenderer shall furnish performance security to the client (HLL) for an amount equal to ten per cent of the total value of the contract. This Security shall remain valid up to 60 days after the date of completion of all contractual obligations by the tenderer. The Performance security shall be in the form of Bank Guarantee issued by a Scheduled Commercial Bank in India, in the prescribed form as provided in the RfP. Refer Annexure-IV for Format of Performance Security.
- 29.2. Liquidated Damages for error/variation: In case any substantial error or variation or lack of integrity in the Survey data submitted by the firm is detected and such error or variation is the result of negligence or lack of due diligence on the part of the firm, the consequential damages thereof shall be quantified by HLL in a reasonable manner and recovered from the Consultant by way of liquidated damages, subject to a maximum of 10% (ten percent) of the Contract Value.
- 29.3. Liquidated Damages for delay: In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 1.0% (one percent) of the Contract Value per week, subject to a maximum of 10 % (ten percent) of the Contract Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time may be granted.
- 29.4. If contracting firm fails to fulfill its obligations in terms of the contract, the amount of the performance security shall be payable to the client (HLL) as compensation and the Client can invoke the said Performance Bank Guarantee.
- 29.5. If any amendment is issued to the contract, the contracting firm shall, within twenty-one days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.
- 29.6. HLL shall have the right to appropriate the Performance Security, in whole or in part, in the event of breach of Agreement or for recovery of liquidated damages. Subject to the above sub-clauses, HLL will release the performance security without any interest to the firm on completion of the firm's all contractual obligations.

### **30. Resolution of disputes**

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

**31. Applicable Law and Jurisdiction**

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

**32. General Conditions of Contract (GCC)**

The GCC document is enclosed as **Section-01A**.

**33. Special Conditions of Contract (SCC)**

The SCC document is enclosed as **Section-01B**

**SECTION-01A**

**GENERAL CONDITIONS OF CONTRACT (GCC)**

## 1.1 General provisions

### 1.1.1 Definitions

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

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

- n) "SCC" means the Special Conditions of Contract by which these General Conditions of the Contract may be amended or supplemented;
  - o) "Services" means the work to be performed by the Consultants pursuant to this Contract as described in TOR;
  - p) "Sub-consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of this contract; and,
  - q) "Work Order" means a specific directive or order to perform a defined scope for a defined duration and fee.
  - r) "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.
  - s) "Fraudulent Practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the HLL, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the HLL of the benefits of free and open competition.
- 1.1.2 Law Governing Contract: This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India and shall be subject to the jurisdiction of the Courts at Thiruvananthapuram.
- 1.1.3 Language: The tender submitted by the tenderer and all subsequent correspondence and documents relating to the tender exchanged between the tenderer and the purchaser, shall be written in the English language, unless otherwise specified in the Tender Enquiry.
- The tender submitted by the tenderer and all subsequent correspondence and documents relating to the tender exchanged between the tenderer and the purchaser, may also be written in the Hindi language, provided that the same are accompanied by English translation, in which case, for purpose of interpretation of the tender etc., the English translations shall prevail.
- 1.1.4 Notices: Any notice, request or consent made pursuant to the Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, courier, email, telegram or facsimile to such Party at the address specified in the SCC.
- 1.1.5 Authorized Representatives: Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by HLL or the Consultants may be taken or executed by the officials in the SCC.
- 1.1.6 Taxes and Duties: Unless otherwise specified in the SCC, the Consultants, and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.
- 1.1.7 HLL shall be entitled to deduct any Taxes required to be deducted at source under Applicable Law from any payments to be made by it to the Consultant. Further, in the event that the HLL receives notification or assessment of any Taxes (whether as an agent, or in substitution of the Consultant, or its

Personnel, servants, agents or otherwise) in respect of or arising out of the performance of the Consultant's obligations under this Agreement which remain outstanding, the HLL shall notify the Consultant of the same and the Consultant shall promptly take all necessary action for settlement and/or any other lawful disposal of such notification or assessment. Furthermore, the Consultant shall pay forthwith on demand to the HLL all costs including fines and penalties, which the HLL may incur as a result of:

the HLL having been required by any governmental authority to pay any Taxes which the Consultant is liable to bear hereunder; or

any cost actually sustained by the HLL for failure by the Consultant to pay any Taxes for which it is responsible under this Contract.

1.1.8 Interpretation: In the Contract, unless the context otherwise requires:

1.1.8.1 The singular includes the plural and vice versa and any word or expression defined in the singular shall have a corresponding meaning if used in the plural and vice versa. A reference to any gender includes the other gender.

1.1.8.2 A reference to any document, agreement, deed or other instrument (including, without limitation, references to the Contract), includes a reference to any document, agreement, deed or other instrument as may be varied, amended, supplemented, restated, novated or replaced, from time to time.

1.1.8.3 A reference to any document, agreement, deed or other instrument (including, without limitation, references to the Contract), means a reference to such document, agreement, deed or other instrument and to all appendices, annexes, schedules and parts attached or relatable thereto, all of which shall form an integral part of such document, agreement, deed or other instrument, as the case maybe.

1.1.8.4 A reference to any Applicable Law includes any amendment, modification, re-enactment or change in interpretation or applicability of such Law and a reference to any statutory body or authority includes a reference to any successor as to such of its functions as are relevant in the context in which the statutory body or authority was referred to

1.1.8.5 Where a word or phrase has a defined meaning, any other part of speech or grammatical form in respect of the word or phrase has a corresponding meaning.

1.1.8.6 The words 'include' and 'including' are to be construed without limitation. The terms 'herein', 'hereof', 'hereto', 'hereunder' and words of similar purport refer to the Contract as a whole. Where a wider construction is possible, the words 'other' and 'otherwise' shall not be construed *ejusdem generis* with any foregoing words.

1.1.8.7 In the Contract, headings are for the convenience of reference only and are not intended as complete or accurate descriptions of the content thereof and shall not be used to interpret the provisions of the Contract. Any obligation not to do something shall be deemed to include an obligation not to suffer, permit or cause that thing to be done. An obligation to do something shall be deemed to include an obligation to cause that thing to be done.

1.1.8.8 The rule of interpretation which requires that a Contract be interpreted against

the person or Party drafting it shall have no application in the case of this Contract.

1.1.8.9 References to a person (or to a word importing a person) shall be construed so as to include:

- a) Individual, firm, partnership, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other Governmental Authority (whether or not in each case having separate legal personality);
- b) That person's successors in title and assigns or transferees permitted in accordance with the terms of the Contract; and
- c) References to a person's representatives shall be to its officers, Personnel, legal or other professional advisors, agents, attorneys and other duly authorized representatives.

## **1.2 Commencement, completion, modification and termination of contract**

1.2.1 Effectiveness of Contract: This Contract shall come into effect on the date the Contract is signed by both the Parties, and such other date as may be stated as per SCC.

1.2.2 Commencement of Services: The Consultants shall commence the Services from 2<sup>nd</sup> (second) day of effectiveness of the Contract or any date prior to that, notified by the HLL.

1.2.3 Expiration of Contract: Unless terminated earlier pursuant to relevant clauses in this contract hereof, this Contract shall expire when Services have been completed and all payments have been made at the end of such time period after the Effective Date as shall be specified in the SCC.

1.2.4 Modification: Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

## **1.3 Termination**

1.3.1 By the HLL: The HLL may terminate this Contract, by not less than thirty (30) days' or sixty (60) written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in this clause:

- a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within a period of sixty (60) days, after being notified or within such further period as the HLL may have subsequently approved in writing;
- b) within thirty (30) days, if the Consultants become insolvent or bankrupt;
- c) within thirty (30) days, if the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to relevant clauses hereof;

- d) within thirty (30) days, if the Consultant submits to the HLL a false statement which has a material effect on the rights, obligations or interests of the HLL. If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the HLL;
  - e) within thirty (30) days, if the Consultant, in the judgment of the HLL has engaged in Corrupt or Fraudulent Practices in competing for or in executing the Contract;
  - f) if the HLL, in its sole discretion and for any reason whatsoever, within a period of sixty (60) days' decides to terminate this Contract.
- 1.3.2 By the Consultants: The Consultants may terminate this Contract, by not less than thirty (30) day's' written notice to the HLL, such notice to be given after the occurrence of the events specified in this clause:
- a) if the HLL fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to relevant clauses hereof within sixty (60) days after receiving written notice from the Consultants that such payment is overdue ;or
- 1.3.3 Cessation of Rights and Obligations: Upon termination of this Contract pursuant to actual Termination, or upon expiration of this Contract pursuant to relevant clause hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration,(ii) the obligation of confidentiality set forth in relevant clause hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records, (iv) the rights of indemnity of the HLL specified in the relevant clauses hereof and (v) any right which a Party may have under the Applicable Law.
- 1.3.4 Cessation of Services: Upon termination of this Contract by notice of either Party to the other pursuant to relevant clauses hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the HLL, the Consultant shall handover all project documents under procedure described in this contract.
- 1.3.5 Payment upon termination: Upon termination of this Contract, the HLL will make the following payments to the Consultants:
- a) Remuneration pursuant to relevant clauses for Services satisfactorily performed prior to the effective date of termination;
  - b) If the Contract is terminated pursuant to Clause 1.3.1the Consultant shall not be entitled to receive any agreed payments upon termination of the Contract. However, the HLL may consider making payment for the part satisfactorily performed on the basis of the quantum merit as assessed by it, in its sole discretion, if such part is of economic utility to the HLL. Under such circumstances, upon termination, the HLL may also impose liquidated damages as per the provisions of relevant clauses of this Contract. The consultant will be

required to pay any such liquidated damages to HLL within 30 days of termination date.

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

#### **1.4 Obligations of the Consultants**

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

- 1.4.2 Conflict of interest

- 1.4.3 Any breach of an obligation under Clause 1.4.1 shall constitute a conflict of interest ("Conflict of Interest"). The Consultant shall comply and shall ensure the Sub-consultants and Affiliates of the foregoing comply with the provisions of Clause 1.4 and any breach of such an obligation shall constitute an event of default by the Consultant for the purposes of this Contract. The Consultant shall promptly disclose any Conflict of Interest to the HLL. For the avoidance of doubt, the Consultant agrees that a disclosure of any Conflict of Interest shall not in any manner whatsoever be deemed to cure such Conflict of Interest.

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

- 1.4.5 Consultants and Affiliates Not to Engage in Certain Activities: The Consultants agree that, during the term of this Contract and after its termination, the Consultants and their affiliates, and any of its affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services for the period of two years.

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

- 1.4.6.1.1 during the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract; and

1.4.6.1.2 after the termination of this Contact, such other activities as may be specified in the SCC.

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

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

1.4.8 Consultant's Actions requiring HLL's Prior Approval: The Consultants shall obtain the HLL's prior approval in writing before taking any of the following actions:

1.4.8.1 appointing such members of the Personnel, as are not mentioned in the Technical Proposal, and

1.4.8.2 any other action that may be specified in the GCC or SCC.

1.4.9 Reporting Obligations: The Consultants shall submit to the HLL the reports and documents specified in TOR, in the numbers, and within the periods set forth in this contract.

1.4.10 Documents Prepared by the Consultants to be the Property of the HLL: All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultants pursuant to this contract shall become and remain the property of the HLL, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the HLL, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SCC.

1.4.11 Liability of the Consultants: Subject to additional provisions, if any, set forth in the SCC, the Consultants' liability under this Contract shall be as provided by the Applicable Law.

1.4.12 Insurance to be taken out by the Consultants: The Consultants applicable insurance, shall take out and maintain, by the consultants at their own cost, if any required for their employees / representatives. HLL shall have no responsibility for any accidents / incidents occurred to the consultant's employees / representatives

during the validity of contract.

## **1.5 Consultants' personnel**

### **1.5.1 Description of Personnel**

1.5.1.1 The titles agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultants' core team are described in this contract. If additional work is required beyond the scope of the Services specified in TOR, the level of effort and/or staff assigned may be increased by agreement in writing between the HLL and the Consultants and the cost relating thereto shall be determined as per the man month rates indicated in the financial bid.

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

### **1.5.2 Removal and/or Replacement of Core team members**

1.5.2.1 Being a short-term contract, the HLL will not normally consider substitutions except in cases of incapacity of Core team members for reasons of health. Similarly, after award of contract the HLL expects all of the proposed Core team members to be available during implementation of the contract. The HLL will not consider substitutions during contract implementation except under exceptional circumstances up to a maximum of two (2) personnel and that too by only equally or better qualified and experienced personnel. During the course of providing services, substitution of Core team members in excess of two (2) Core team members would call for reduction of remuneration and the reduced remuneration will not exceed 80 (eighty) percent of the remuneration agreed for the Original Core team members against first replacement.

1.5.2.2 If the HLL finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the HLL's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the HLL.

1.5.2.3 Any of the Personnel provided as a replacement under clauses above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the HLL. Except as the HLL may otherwise agree, (i) the Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the personnel replaced.

## **1.6 Obligations of HLL**

1.6.1 Assistance and Exemptions: Unless otherwise specified in the SCC, the HLL will use its best efforts to ensure that the Government will provide the Consultants, Sub- consultants and Personnel with work permits and such other documents as necessary to enable the Consultants, Sub consultants or Personnel to perform the Services:

1.6.1.1 Assist for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all supporting papers for necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India;

1.6.1.2 Facilitate prompt clearance through customs of any property required for the Services;

1.6.1.3 Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

## **1.7 Payments to the consultants**

1.7.1 The Consultant shall be paid as per the attainment of deliverable as specified in this RfP document.

1.7.2 Currency: The price is payable in Indian Rupees.

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

## **1.8 Settlement of disputes**

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

1.8.2 Disputes Settlement: Any dispute between the Parties as to matters arising out of and relating to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provision specified in the SCC.

## **1.9 Responsibility for accuracy of project documents**

### **1.9.1 General**

1.9.1.1 The Consultant shall be responsible for accuracy of the facts, figures, estimate and all other details prepared by him as part of these services. He shall indemnify the HLL against any inaccuracy in the work, which might surface during implementation of the project. The Consultant will also be responsible for correcting the errors / resubmission of documents, clarification of queries from statutory authorities and others, at his own cost and risk, if required during the execution of the Services.

1.9.1.2 The Consultant shall be fully responsible for the accuracy of the report/ submissions / activities done by them. The Consultant shall indemnify the HLL against any inaccuracy / deficiency in the report/ submissions / activities noticed and the HLL will bear no responsibility for the accuracy of the the report/

submissions / activities submitted by the Consultants.

### **1.10 Liquidated damages**

If the selected Consultant fails to complete the Assignment, within the period specified under the contract, the consultant shall pay to the HLL, fixed and agreed liquidated damages, and not as penalty, @ 1% of the contract fees for each week of delay or part thereof. The aggregate maximum of liquidated damages payable to the HLL under this clause shall be subject to a maximum of 10% of the total contract fees.

### **1.11 Representation, warranties and disclaimer**

1.11.1 The Consultant represents and warrants to the HLL that:

- 1.11.1.1 It is duly organized, validly existing and in good standing under the applicable laws of the Country;
- 1.11.1.2 It has full power and authority to execute, deliver and perform its obligations under this Contract and to carry out the transactions contemplate adhere by;
- 1.11.1.3 It has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Contract;
- 1.11.1.4 It has the financial standing and capacity to undertake the Project;
- 1.11.1.5 This Contract constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- 1.11.1.6 It is subject to laws of India with respect to this Contract and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof;
- 1.11.1.7 There are no actions, suits, proceedings, or investigations pending or, to the Consultant's knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi judicial or other authority, the outcome of which may result in the breach of or constitute a default of the Consultant under this Contract or materially affect the discharge by the Consultant of its obligations under the Contract.
- 1.11.1.8 No representation or warranty by the Consultant contained herein or in any other document furnished by it to the HLL contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading; and
- 1.11.1.9 No sums, in cash or kind, have been paid or will be paid, by or on behalf of the Consultant, to any person by way of fees, commission or otherwise for securing the Contract or for influencing or attempting to influence any officer or employee of the HLL in connection therewith.

### **1.12 Miscellaneous**

1.12.1 Assignment and Charges

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

- 1.12.2 Indemnity: The Consultant agrees to indemnify and hold harmless the HLL from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorneys' fees and other costs of defense or investigation (i) related to or arising out of, whether directly or indirectly, (a) the breach by the Consultant of any obligations specified in relevant clauses hereof; (b) the alleged negligent, reckless or otherwise wrongful act or omission of the Consultant including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to the HLL; (c) any Services related to or rendered pursuant to the Contract (collectively "Indemnified matter"). As soon as reasonably practicable after the receipt by the HLL of a notice of the commencement of any action by a third party, the HLL will notify the Consultant of the commencement thereof; provided, however, that the omission so to notify shall not relieve the Consultant from any liability which it may have to the HLL or the third party. The obligations to indemnify and hold harmless, or to contribute, with respect to losses, claims, actions, damages and liabilities relating to the Indemnified Matter shall survive until all claims for indemnification and/or contribution asserted shall survive and until their final resolution thereof. The foregoing provisions are in addition to any rights which the HLL may have at common law, in equity or otherwise.
- 1.12.3 Governing Law and Jurisdiction: The Contract shall be construed and interpreted in accordance with and governed by the Applicable Law of India and subject to relevant clauses hereof, the Courts at Thiruvananthapuram, India shall have jurisdiction over all matters arising out of or relating to the Contract.
- 1.12.4 Waiver
- 1.12.4.1 Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations or under the Contract:
- a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under the Contract;
  - b) shall not be effective unless it is in writing and executed by a duly authorised representative of such Party; and
  - c) shall not affect the validity or enforceability of the Contract in any manner.
- 1.12.4.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of the Contract or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance or any variation or the relinquishment of any such right hereunder.
- 1.12.5 Survival: Termination of the Contract (a) shall not relieve the Consultant or the HLL of any obligations hereunder which expressly or by implication survive Termination hereof, and (b) except as otherwise provided in any provision of the Contract expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.
- 1.12.6 Notices: Unless otherwise stated, notices to be given under the Contract

including but not limited to a notice of waiver of any term, breach of any term of the Contract and termination of the Contract, shall be in writing and shall be given by hand delivery, recognized international courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses specified in the SCC. The notices shall be deemed to have been made or delivered (i) in the case of any communication made by letter, when delivered by hand, by recognized international courier or by mail (registered, return receipt requested) at that address and (ii) in the case of any communication made by telex/ email or facsimile, when transmitted properly addressed to such telex number / email or facsimile number.

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

## **SECTION-01B**

### **SPECIAL CONDITIONS OF CONTRACT (SCC)**

The following Special Conditions of Contract (SCC) will apply for this purchase. The corresponding clauses of General Conditions of Contract (GCC) relating to the SCC stipulations have also been incorporated below.

1. Bid in the form of Joint Venture / Consortium is not permitted in this Tender.
2. The Consultant shall not assign its duties and responsibilities under this Contract to any Sub-consultant.

This Special Conditions will modify/substitute/supplement the corresponding (GCC) clauses. Whenever there is any conflict between the provision in the GCC and that in the SCC, the provision contained in the SCC shall prevail.

## **Annexure I - Data Sheet**

Objective of the assignment	The main objective of this assignment is to provide Consultancy Services for Preparation /evaluation/ finalisation and implementation of Strategic Business Plan for revival HLL Biotech Ltd.(100 % subsidiary of HLL Lifecare Ltd.) / engagement / partnership with various business partners, bankers, government agencies and others.
Date of Issuance of the RfP	02-11-2020
Pre-Bid Meeting	11-11- 2020 at 11:30 Hrs Venue: HLL Lifecare Limited (A Government of India Enterprise) HLL Bhavan - Corporate Head Office, Poojappura - PO   Thiruvananthapuram - 695012, Kerala
The closing date and time for Submission of Bid (Proposal Due Date)	24-11-2020 at 15:00 Hrs
Tender fee	INR. 5,000/-
Bid Security	INR.5,00,000/-
Opening of "Bids"	25-11-2020 at 15:30 Hrs
Contact Person	Company Secretary
Alternate Contact Person	Senior Manager i/c (Legal)
Proposal Submission	Consultants must submit with all relevant documents as specified in the RfP including: (i) Technical proposal. (ii) Financial proposal:
Selection Method	Quality cum Cost Base Selection The weights given to technical and financial proposals are: Technical = 0.8 Financial = 0.2
Duration of the Assignment	25 weeks

## Annexure II- Technical Evaluation Criteria

**Request for Proposal (RfP): No. ....-****Part(1), HLL Lifecare Limited**

Part  
1:

**Technical Evaluation Criteria:**

The technical evaluation criteria are as given below:

**Technical Evaluation**

- (i) Applicant should be a reputed Consultant / Transaction Advisor having experience of at least 10 years in preparation of Strategic Business Plan(s), preparation of Detailed Project Report for revival of Business(s), implementation of Strategic Business Partnerships. (10 marks for prescribed minimum experience of 10 years and 1 mark for each additional 2 years, subject to a maximum of 20marks)
- (ii) Applicant should have successfully completed at least five (5) transactions involving preparation of Strategic Business Plan(s), preparation of Detailed Project Report for revival of Business(s), implementation of Strategic Business Partnerships in India involving financial deals of Rs.100 Cr. or more during the five (5) year period ended March 2020. (20 marks for prescribed minimum 5 transactions and 4 marks for each additional transaction, subject to an overall maximum of 40marks).
- (iii) Additionally, for each transaction involving preparation of Strategic Business Plan(s) OR preparation of Detailed Project Report for revival of Business(s) for a commercial organization in Vaccine or Pharmaceutical industry 10 marks would be awarded subject to a maximum of 20 marks)
- (iv) Applicant should have successfully completed at least One (1) transactions involving preparation of Strategic Business Plan(s) OR preparation of Detailed Project Report for revival of Business(s) for any Government Department or Public Sector Undertaking - 10 marks.
- (v) Applicant should make a presentation of not more than One (1) hour duration outlining the manner in which the assignment would be completed if awarded by HLL - 10marks.

## Bank Guarantee Form for Bid Security

To

The .....  
HLL Lifecare Limited,  
Thiruvananthapuram-695012, Kerala.

Whereas \_\_\_\_\_ (hereinafter called the —Tenderer) has submitted its quotation dated \_\_\_\_\_ for the consultancy for conducting “Preparation /evaluation/ finalisation and implementation of Strategic Business Plan for revival HLL Biotech Ltd.(100 % subsidiary of HLL Lifecare Ltd.) / engagement / partnership with various business partners, bankers, government agencies and others” (hereinafter called the RfP) in response to the Client’s RfP No.....

Know all persons by these presents that we \_\_\_\_\_ of \_\_\_\_\_ (hereinafter called the - Bank) having our registered office at \_\_\_\_\_ are bound unto \_\_\_\_\_ (hereinafter called the-Client) in the sum of \_\_\_\_\_ for which payment will and truly to be made to the said Client, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this \_\_day of \_\_\_\_20...., the conditions of this obligation are —

- (1) If the Tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender;
- (2) If the Tenderer having been notified of the acceptance of his tender by the Client during the period of its validity-
  - (a) fails or refuses to furnish the performance security for the due performance of the contract, or
  - (b) fails or refuses to accept or executethecontract.

We hereby irrevocably and absolutely undertake to pay immediately the Client up to the above amount upon receipt of its first written demand, without the Client having to substantiate its demand, provided that in its demand the Client will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition(s). This guarantee will remain in force for a period of forty five days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

This guarantee will not be discharged due to change in the constitution of the bank or the Tenderer.

\_\_\_\_\_

(Signature of the authorised officer of the Bank)

\_\_\_\_\_

Name and designation of the officer

---

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

## Annexure IV

### Bank Guarantee Form for Performance Security

To  
 The .....,  
 HLL Lifecare Limited (A Government of India Enterprise)  
 HLL Bhavan - Corporate Head Office,  
 Poojappura - PO | Thiruvananthapuram - 695012, Kerala  
 Tel: 0471- 2354949 Email: .....

WHEREAS \_\_\_\_\_ (name and address of the firm) (hereinafter called the Consulting Agency) has undertaken to offer consultancy, in pursuance of RfP/ contract no. \_\_\_\_\_ dated \_\_\_\_\_, for “Preparation /evaluation/ finalisation and implementation of Strategic Business Plan for revival HLL Biotech Ltd.(100 % subsidiary of HLL Lifecare Ltd.) / engagement / partnership with various business partners, bankers, government agencies and others” (herein after called — the contract).

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_

Name and designation of the officer

\_\_\_\_\_

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

## **Annexure V**

# **Qualification Proposal Forms**

**Q-Form 1A****Proposal Submission Form**

[Location,

Date] To,

The .....

HLL Lifecare Limited (A Government of India Enterprise)

HLL Bhavan - Corporate Head Office,

Poojappura - PO | Thiruvananthapuram - 695012, Kerala

Tel: 0471- 2354949 Email: .....

**RfP dated [date] for selection of consultant for [name of assignment]**

Dear Sir,

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

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

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

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

1. We acknowledge that HLL Lifecare Limited will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Consultant, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
3. We shall make available to HLL LIFECARE LIMITED any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. We acknowledge the right of HLL LIFECARE LIMITED to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

5. We certify that in the last 3 (three) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. We declare that:
  - a) We have examined and have no reservations to the RfP, including any Addendum issued by the Institution;
  - b) We do not have any conflict of interest in accordance with the terms of the RfP;
  - c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RfP document, in respect of any tender or request for proposal issued by or any agreement entered into with HLL LIFECARE LIMITED or any other public sector enterprise or any Government, Central or State; and
  - d) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants.
8. We declare that we are not a member of any other Consortium/JV applying for selection as a Consultant.
9. We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
10. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates. We further certify that we have not been barred by the Central Government, any State Government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RfP.
11. We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Directors/Managers/employees.
12. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by HLL LIFECARE LIMITED in connection with the selection of

Consultant or in connection with the selection process itself in respect of the above mentioned Project.

13. We agree and understand that the proposal is subject to the provisions of the RfP document. In no case, shall we have any claim or right of whatsoever nature if the consultancy for the Project is not awarded to us or our proposal is not opened or rejected.
14. In the event of our being selected as the Consultant, we agree to enter into a Contract in accordance with the contract prescribed in the RfP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
15. We have studied RfP and all other documents carefully. We understand that except to the extent as expressly set forth in the Contract, we shall have no claim, right or title arising out of any documents or information provided to us by HLL LIFECARE LIMITED or in respect of any matter arising out of or concerning or relating to the selection process including the award of consultancy.
16. The Financial Proposal is being submitted in a separate cover. This Qualification Proposal read with the Financial Proposal shall be binding onus.
17. We agree and undertake to abide by all the terms and conditions of the RfP Document.

We remain,

Yours

sincerely,

Authorized Signature [In full and  
initials]: Name and Title of Signatory:

Name of

Firm:

Address:

(Name and seal of the Applicant)

**Q-Form 1-B****Format for Qualification Proposal****Project Specific Experience**

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

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

Assignment Name and project cost:	Approx. value of the contract (in INR in Crore):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total No. of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in INR in Crore):
Start Date (Month/Year): Completion Date (Month/Year):	No. of professional staff – months provided by associated Consultants:
Name of Lead Partner:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Partner-in-Charge):
Name of Associated Consultants, If any:	
Narrative Description of Project: (highlight project capital cost in the narration)	
Description of actual services provided by your staff within the assignment:	

Firm's Name:

Authorized Signature:

Note: Please strictly limit the description of the project in two A4 size sheet of paper. Descriptions exceeding two A4 size sheet of paper shall not be considered for evaluation.

**Q-Form 1-C****Format for Qualification Proposal (Average Annual Turnover from Consultancy Services of Applicant)****Average Annual Turnover from Consultancy Services of the Applicant**

Sr. No.	Financial years	Annual Turnover from Consultancy Services of Applicant (INR)
1.	2017-18	
2.	2018-19	
3.	2019-20	
4.	<b>Average Annual Turnover from Consultancy Services of Applicant</b>	<i>[indicate sum of above divided by 3]</i>

**Certificate from the Statutory Auditor / Chartered Accountant**

This is to certify that [name of company] [registered address] has received the payments shown above against the respective years.

Name of Authorized

Signatory Designation

Name of firm

Signature of Authorized

Signatory Seal of Audit firm

**Q-Form 1-D****Format for Power of Attorney for Authorised representative**

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

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

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

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

[Name]

[Designation]

] Witnesses:

1. [Signature, name and address of witness]

2. [Signature, name and address of

witness] Accepted

Signature]

[Name]

[Designation

] [Address]

Notes:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under seal affixed in accordance with the required procedure.
2. Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
3. For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

**Annexure VI**  
**Technical Proposal Forms**

**Form 1A****Technical Proposal Submission Form**

[Location,

Date] To

The .....,  
 HLL Lifecare Limited (A Government of India Enterprise)  
 HLL Bhavan - Corporate Head Office,  
 Poojappura - PO | Thiruvananthapuram - 695012, Kerala  
 Tel: 0471- 2354949 Email: .....

**RfP dated [date] for selection of consultant for [name of assignment]**

Dear Sir,

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

We are submitting our Proposal as [sole applicant] [with] [insert a list with full name and address of Consultant].

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

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

1. We acknowledge that HLL Lifecare Limited will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Consultant, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
3. We shall make available to HLL Lifecare Limited any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. We acknowledge the right of HLL Lifecare Limited to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that in the last 3 (three) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any

contract terminated by any public authority for breach on our part.

6. We declare that:
  - (a) We have examined and have no reservations to the RfP, including any Addendum issued by the Institution;
  - (b) We do not have any conflict of interest in accordance with the terms of the RfP;
  - (c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RfP document, in respect of any tender or request for proposal issued by or any agreement entered into with HLL LIFECARE LIMITED or any other public sector enterprise or any government, Central or State; and
  - (d) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants.
8. We declare that we are not a member of any other Consortium/JV applying for selection as a Consultant.
9. We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
10. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates. We further certify that we have not been barred by the Central Government, any State Government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RfP . We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Directors/Managers/employees.
11. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by HLL Lifecare Limited in connection with the selection of Consultant or in connection with the selection process itself in respect of the above mentioned Project.
12. We agree and understand that the proposal is subject to the provisions of the RfP document. In no case, shall we have any claim or right of whatsoever nature if the consultancy for the Project is not awarded to us or our proposal is not opened or

rejected.

13. In the event of our being selected as the Consultant, we agree to enter into a Contract in accordance with the contract prescribed in the RfP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
14. We have studied RfP and all other documents carefully. We understand that except to the extent as expressly set forth in the Contract, we shall have no claim, right or title arising out of any documents or information provided to us by HLL LIFECARE LIMITED or in respect of any matter arising out of or concerning or relating to the selection process including the award of consultancy.
15. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall be binding on us.
16. We agree and undertake to abide by all the terms and conditions of the RfP Document.

We remain,

Yours

sincerely,

Authorized Signature [In full and  
initials]: Name and Title of Signatory:

Name of

Firm:

Address:

(Name and seal of the Applicant)

**Form: 1B****Detailed Technical Proposal**

- (i) Experience of at least 10 years in preparation of Strategic Business Plan(s), preparation of Detailed Project Report for revival of Business(s), implementation of Strategic Business Partnerships.
- (ii) Successfully completed atleast five (5) transactions involving preparation of Strategic Business Plan(s), preparation of Detailed Project Report for revival of Business(s), implementation of Strategic Business Partnerships in India involving financial deals of Rs.100 Cr. or more during the five (5) year period ended March 2020.
- (iii) Successfully completed at least One (1) transaction involving preparation of Strategic Business Plan(s) OR preparation of Detailed Project Report for revival of Business(s) for a commercial organization in Vaccine or Pharmaceutical industry.
- (iv) Successfully completed at least One (1) transactions involving preparation of Strategic Business Plan(s) OR preparation of Detailed Project Report for revival of Business(s) for any Government Department or Public Sector Undertaking.
- (v) Brief note of presentation outlining the manner in which the assignment would be completed if awarded by HLL.

Firm's Name:

Authorized Signature:

Note: should submit documentary evidence in support,.

**Form: 1C****Team Composition and Task Assignments**

1. Core Team Member				
Name of staff	Firm	Area of expertise	Position assigned	Tasks assigned

2. Support staff				
Name of staff	Firm	Area of expertise	Position assigned	Tasks assigned

Form: 1D

**Curriculum Vitae (CV) for Proposed Core Team Members (with one page of summary of experience) (Different Team to be proposed in case the Applicant is bidding for more than one package)**

1.	Proposed position	
2.	Name of firm	
3.	Name of staff	[First] [Middle] [Surname]
4.	Date of birth	
5.	Nationality	
6.	Education	[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and year of obtainment starting from the latest degree]
7.	Membership of Organizations	Professional
8.	Training & Publications	[Indicate significant training since education degrees (under 5) were obtained]

10.	Languages	Language	Proficiency (good/ fair/ poor)		
			Speaking	Reading	Writing
		English			
11.	Employment record [Starting with present position, list in reverse order every employment held by staff member since graduation]	Name of Organization	Position held	Duration	
				YYYY to present	
12.	Details of tasks assigned				

13.	Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned	[Among the assignments in which the Staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks assigned] Name of assignment or project: Year: Location: Client: Project Cost and Consultancy Fee: Main project features:
		Positions held: Activities performed:
14.		Name of assignment or project: Year: Location: Client: Project Cost and Consultancy Fee: Main project features: Positions held: Activities performed:
15.	Certification	I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Signature	Signature
Date: [dd/mm/yyyy]	Date: [dd/mm/yyyy]
Name of staff member:	Name of Authorized Signatory:

**Note:**

Please strictly restrict the number of pages per CV to six (06) pages (three sheets if printed both sides). The one-page summary shall be over and above the six (06) page CV. Pages in the CV greater than these limits shall not be considered for evaluation. Please strictly follow the above template for the Core team members CV since any deviation may lead to deduction in marks.

**Annexure VII**  
**Financial Proposal Forms**

**Form: 2A****Financial Proposal- Covering Letter**

(Date and Reference)

To

The .....

HLL Lifecare Limited (A Government of India Enterprise)

HLL Bhavan - Corporate Head Office,

Poojappura - PO | Thiruvananthapuram - 695012, Kerala

Tel: 0471- 2354949 Email: .....

**Dear Sir,**

**Subject: Consultancy for preparation of “Preparation /evaluation/ finalisation and implementation of Strategic Business Plan for revival HLL Biotech Ltd.(100 % subsidiary of HLL Lifecare Ltd.) / engagement / partnership with various business partners, bankers, government agencies and others”.**

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

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

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

Yours faithfully,

(Signature, name and designation of the Authorized

signatory) Name of Firm:

Address:

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

**Form 2B:**

**Financial Proposal**

Ref: Request for Proposal (RfP): No. HLL/HBL-Revival/RFP/2020-21 DTD: 02-11-2020-Part(1), HLL Lifecare Limited

Subject: "Consultancy for "Preparation /evaluation/ finalisation and implementation of Strategic Business Plan for revival HLL Biotech Ltd.(100 % subsidiary of HLL Lifecare Ltd.) / engagement / partnership with various business partners, bankers, government agencies and others".

**Consultancy fee quoted by M/s. .... (insert Bidder name) for the subject work is \_\_\_ % of Earning Before Interest, Taxes and Amortization (EBITA) achieved by HBL in the first full year of operation. The payment would be make in four (4) quarterly installments based on estimate / actual. However,4th installments will be made only after completion of statutory audit**

Note:

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

(Signature, name and designation of the Authorized

signatory) Name of Firm:

Address:

## **Annexure VIII**

### **Standard Form of Contract**

CONTRACT FOR CONSULTANCY SERVICES

Between

[Name of client]

[Name of Consultants]

[Date]

## Form of Contract

---

Contract to undertake [name of assignment]

This CONTRACT (hereinafter called the "Contract") is made on the [Date in words] day of the month of [month] [year in 'yyyy' format], by and between

HLL Lifecare Limited, hereinafter referred to as the "Client" which expression unless repugnant to context or meaning thereof shall include its successors, affiliates and assigns) of the First Part. and

[Name of Consultants and registered address] (hereinafter called the "Consultants")

### WHEREAS

- a) The Client has requested the Consultants to provide certain consulting services as defined in the General Conditions attached to this Contract (hereinafter called the "Services");
- b) The Consultants, having represented to the Client that they have the required professional skills, personnel and technical resources, have agreed to provide the services on the terms and conditions set forth in this Contract.

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - a) RFP document
  - b) The General Conditions of Contract (hereinafter called "GCC");
  - c) The Special Conditions of contract (hereinafter called "SCC");
  - d) The following Appendices:

Appendix A: Terms of reference containing, inter-alia, the Description of the Services and reporting requirements,

Appendix B: Consultants', Core team members and Sub Professional Personnel, Task assignment, work programme, manning schedule, qualification requirements of Core team members and schedule for submission of various deliverables

Appendix C: Approach and methodology

Appendix D: Duties of the client

Appendix E: "Conformed Document" which incorporates all the changes,

modifications and results of the contract discussion

Appendix F: Copy of Letter of Award

Appendix G: Copy of letter of Award/ acceptance by

Consultant Appendix H: Copy of Bank Guarantee for

Performance Security Appendix I: Clarifications( refer doc

reference no. and date)

Appendix J: Correspondences( refer doc reference no. and date)

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract; in particular:
  - a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and
  - b) Client will make payments to the Consultants in accordance with the provisions of the Contract.
  
3. Priority of documents: The Parties expressly agree that in the event of any conflict, inconsistency or contradiction between any clauses forming part of the documents constituting the Contract, and more particularly mentioned in Clause 1 (of this contract) hereinabove, the documents shall be interpreted in the following order of precedence:
  - a) The provisions of this Contract shall override all provisions of other documents comprising the Contract.
  - b) the provisions of the SCC shall be subject to the Contract, but shall override all provisions of other documents comprising the Contract;
  - c) the provisions of the GCC shall be subject to the Contract SCC, but shall take precedence over all other documents comprising the Contract; and
  - d) the Appendices shall subject to each of the Contract, SCC and the GCC
  - e) Any decision of the Client in relation to the priority of documents shall be final and binding upon the Consultant

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF Client

[Signature]

[Name]

[Designation

]

FOR AND ON BEHALF OF CONSULTANT

[Signature]

[Name]

[Designation

]

Witness:

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

## Annexure IX

### Checklist Format

SI No.	Activity	Yes/ No/ NA	Page No. in the RFP document	Remarks, if any
1	Have you enclosed RFP fee of required amount?			
2. a.	Have you enclosed EMD of required amount ?			
2. b.	In case EMD is furnished in the form of Bank Guarantee, has it been furnished as per given format?			
2. c.	In case Bank Guarantee is furnished, have you kept its validity for a period of 45 days beyond the validity period of the RFP?			
3	Have you enclosed duly filled data Sheet as per required format given as Annexure-I in RFP document?			
4	Have you enclosed Power of Attorney in favour of the signatory?			
5	Have you kept Bid validity of period of 180 (one hundred eighty) days from the due date for submission of bid?			
6	Have you furnished Income Tax Account No. as allotted by the Income Tax Department of Government of India?			
7	Have you fully accepted all the terms as per RFP document including amendment/ corrigendum if any?			
8	Have you submitted the certificate of incorporation?			
9	Have you furnished documents establishing your eligibility & qualification criteria as per TE documents?			
10	Have you furnished Annual Report (Balance Sheet and Profit & Loss Account) for last three years prior to the date of RFP opening?			
11	Have you furnished documents establishing your eligibility & qualification criteria as per TE documents?			
12	Have you furnished Annual Report (Balance Sheet and Profit & Loss Account) for last three years prior to the date of RFP opening?			

13	Have you submitted the documentary evidence, establishing that the tenderer is eligible to submit the bid and, also, qualified to perform the contract if its bid is accepted?			
14	Have you submitted the Details of projects handled with relevant copies of orders ?			
15	Have you submitted the Self-Attested copies of GST registration certificate?			
16	Have you submitted the Self-Attested copies of PAN Card?			
17	Have you submitted the Non conviction /no pending conviction certification issued by Notary on judicial stamp paper for preceding three years?			
18	Have you submitted the Self-attested copies of annual report, audited balance sheet and profit & loss account for preceding three years from the date of RFP opening?			
19	Have you submitted the Notarized affidavit that tenderer does not have any relation with the person authorized to evaluate technically or involve in finalizing the RFP?			
20	Have you submitted the declaration 'We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities'?			
21	Have you submitted the qualification Proposal as per the forms given in Annexure V of the RFP document?			
22	Have you submitted the Technical Proposal as per the forms given in Annexure VI of the RFP document?			
23	Have you submitted the Financial Proposal as per the forms given in Annexure VII of the RFP document?			