

BIDDING DOCUMENTS

FOR

***‘APPOINTMENT OF INDEPENDENT ENGINEER
FOR MONITORING THE WORKS OF THE
PROCESSING UNIT FOR PRODUCTION OF
ALKALOIDS FROM THE OPIUM POPPY CROP
THROUGH THE CPS METHOD’***

Request for Proposal (RFP)

Published on: 23rd August 2024

Bid Due Date on: 24th September 2024

**Government Opium & Alkaloid Factories,
Department of Revenue, Ministry of Finance, Government of India**

(This document is meant for exclusive purpose of submitting the proposals and shall not be transferred, reproduced or otherwise used for purposes other than that for which it is specifically issued)

1. Section I: Notice Inviting Bids (NIB)

Name of the Project: Appointment of independent engineer for monitoring the works of the processing unit for production of alkaloids from the opium poppy crop through the CPS method

Bids in the format prescribed subsequently are invited for the project.

Dated: 23/08/2024

Name of the Project/ Assignment	Appointment of independent engineer for monitoring the works of the processing unit for production of alkaloids from the opium poppy crop through the CPS method
Period of Appointment	30 months, extendable to 6 months
Name of the Authority/ Employer	Office of the Chief Controller of Factories (CCF), Government Opium & Alkaloid Factories, Department of Revenue, Ministry of Finance, Government of India
Address of the Authority	CCF, Government Opium & Alkaloid Factories, Block J, Ground floor, near NSIC Technical Centre Okhla Industrial Estate, Phase III, New Delhi – 110020, India
Mode	E- Tendering
Website	https://eprocure.gov.in/eprocure/app
RFP Fee (Non-refundable)	Nil
Start date for download of RFP	23/08/2024
Last date of Submission of Clarifications	30/08/2024
Date of 1st Pre-bid meeting	05/09/2024
Date of 2nd Pre-bid meeting	TBD (If Applicable)
Last date for submission of Bid/ Bid Due Date (BDD)	24/09/2024

Date of Opening of Technical Bid	25/09/2024
Date of Opening of Financial Bid	To be notified after Technical Evaluation to only Technically Qualified Bidders
Bid Validity Period	180 days from Bid Due Date.
Bid Security	INR 10,00,000
Communication	Designated Officer: Chief Controller of Factories, Government Opium & Alkaloid Factories Email ID: goaf.ccf@cbn.nic.in Mobile: +91-9455-275-857 Tele: +91-11-208-830-18/ 208-830-25

It is expressly understood that the party has subscribed to this document with an express understanding that they will use this document only for the sole purpose of participating in the selection process for the Appointment of independent engineer for monitoring the works of the processing unit for production of alkaloids from the opium poppy crop through the CPS method and must not be used for any other purpose. This document must not be passed to a third party except professional advisers assisting with this Bid submission. The document may not be reproduced or communicated, in whole or in part, and its contents may not be distributed in written or oral form without written permission from the issuing Authority.

2. Table of Contents

1. Section I: Notice Inviting Bids (NIB)	2
2. Table of Contents	4
3. Disclaimer.....	7
4. Instructions for Online Bid Submission	11
5. Introduction.....	16
5.1 Background.....	16
5.2 Brief description of Bidding Process.....	18
5.3 Schedule of Bidding Process	19
5.4 Pre-Bid Conference	20
6. Scope of work.....	21
6.1 Project brief.....	21
6.2 Scope of work	21
6.3 Obligations of the Independent Engineer during the construction period.....	21
6.4 KPIs requirement	27
6.5 Manpower requirement	28
7. Instruction to Bidders (ITB)	29
7.1 General.....	29
7.2 Qualification Criteria.....	31
7.3 Verification	33
7.4 General terms of bidding.....	36
7.5 Change in composition of the JV.....	36
7.6 Number of bids and cost	36
7.7 Acknowledgement of Bidders.....	37
7.8 Verification and disqualification	37
7.9 Documents	38
7.10 Clarifications	39
7.11 Amendment of Bidding Documents	40
7.12 Preparation and Submission of Bids	41
7.13 Preparation of Bid	41
7.14 Online Bid submission	41
7.15 Instructions for submission of Bid.....	42
7.16 Common Instructions	44
7.17 Bid Due Date (BDD).....	44

7.18	Late Bids.....	44
7.19	Modifications/Substitution/Withdrawal of Bids	44
7.20	Rejection of Bids.....	44
7.21	Validity of bids.....	44
7.22	Confidentiality	44
7.23	Correspondence with the Bidder	45
7.24	Bid Security.....	45
8.	Evaluation of Bids.....	47
8.1	Opening and Evaluation of Bids.....	47
8.2	Test of responsiveness	47
8.3	Clarifications	48
8.4	Qualification and Bidding	48
9.	Criteria for Evaluation	50
9.1	Techno-Financial evaluation	50
	Key Personnel for the project.....	52
9.2	Financial information for purposes of evaluation	53
9.3	Financial Bid	53
9.4	Selection of Bidder.....	54
9.5	Contacts during Bid Evaluation	54
10.	Fraud and Corrupt Practices.....	56
10.1	Ethics.....	56
10.2	Corrupt practices	56
10.3	Meaning.....	56
11.	Pre-bid conference	58
11.1	Date and Time	58
11.2	Clarifications	58
12.	Miscellaneous.....	59
12.1	Bidding process	59
12.2	Rights of the Authority.....	59
12.3	Indemnification.....	59
13.	Appendices.....	60
Part A -	Formats for Bid Submission	61
Appendix A1 -	Cover Letter for the Bid	62

Appendix A2 -	Statement of Legal Capacity	64
Appendix A3 -	Bank Guarantee for Bid Security.....	65
Appendix A4 -	Power of Attorney for signing of Bid	68
Appendix A5 -	Power of Attorney for Lead Member of JV/ Consortium	70
Appendix A6 -	JV / Consortium Agreement (Legally vetted).....	72
Part B -	Formats for Technical Bid Submission	76
Appendix B1 -	Technical Proposal Submission Form.....	77
Appendix B2 -	Particulars of the Bidder	78
Appendix B3 -	Template for providing details of eligible projects.....	80
Appendix B4 -	Financial Capacity of the Bidder	82
Appendix B5 -	Approach Paper on Methodology for Performing the Assignment.....	83
Appendix B6 -	Composition of the Team Personnel, and task(s) of each Team Member	84
Appendix B7 -	Format of Curriculum Vitae (CV) for Proposed Professional Staff	86
Part C -	Formats for Financial Bid submission	88
Appendix C1 -	Financial Bid Cover Letter.....	89
Appendix C2 -	Financial Bid Form.....	93
Appendix C3 -	Payment Schedule.....	94
Part D -	Integrity Pact.....	96
Appendix D1 -	Integrity Pact.....	97

3. Disclaimer

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

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

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

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

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

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

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

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the

Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

The Authority reserves its right to withdraw from the process at any stage of the process and/or modify the process or any part thereof or to vary any terms at any time or stage without assigning any reasons whatsoever. In such an event, no financial obligation of whatsoever nature shall accrue to the Authority or any of its respective officers, employees, advisors or agents.

Each Bidder's procurement of this RFP constitutes its agreement to, and acceptance of, the terms set forth in this Disclaimer. By acceptance of this RFP, the recipient agrees that this RFP and any information herewith supersedes document(s) or earlier information, if any, in relation to the subject matter hereto.

Acronym		Abbreviation	Reference Clause	
BDD	:	Bid Due Date	-	as defined in Clause 7.17
BOQ	:	Bill of Quantities	-	as defined in Instructions for Online Bid Submission
CCF	:	Chief Controller of Factories	-	as defined in Clause 5.1.2
CBN	:	Central Bureau of Narcotics	-	
CRCL	:	Central Revenue Control Laboratory	-	
COD	:	Commercial Operations Date	-	as defined in Clause 7.1.2 (iii) g
CPP	:	Central Public Procurement	-	as defined in Instructions for Online Bid Submission
CPS	:	Concentrated Poppy Straw	-	as defined in Section 2 (xix) of the NDPS Act
DBFOO	:	Design, Build, Finance, Own and Operate	-	
DSC	:	Digital Signature Certificate	-	as defined in Instructions for Online Bid Submission
EMD	:	Earnest Money Deposit	-	as defined in Instructions for Online Bid Submission
GST	:	Goods and Services Tax	-	
IST	:	Indian Standard Time	-	
LOA	:	Letter of Award	-	
PAN	:	Permanent Account Number	-	

Acronym		Abbreviation	Reference Clause	
PKI	:	Public Key Infrastructure	-	as defined in Instructions for Online Bid Submission
RFP	:	Request for Proposal	-	as defined in Disclaimer
SRM	:	Semi Refined Morphine	-	means which is a form of opioid active pharmaceutical ingredients that is derived from opium poppy plant. It is an intermediate product in the process of refining crude opium into pharmaceutical grade morphine. SRM contains varying amounts of Active ingredients as well as other alkaloids or any other alkaloids listed under the name of manufactured drug under Schedule A, B, C of the NDPS Act 1985 and impurities which are removed after further processing. It is typically used as raw material for production of pharmaceutical drugs such as painkillers and cough suppressants.

4. Instructions for Online Bid Submission

The Bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the Bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

Registration

- (i) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online Bidder Enrolment” on the CPP Portal which is free of charge.
- (ii) As part of the enrolment process, the Bidders will be required to choose a unique username and assign a password for their accounts.
- (iii) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- (iv) Upon enrolment, the Bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by Controller of Certifying Authorities, India (e.g. Sify / nCode/ eMudhra etc.), with their profile.
- (v) Only one valid DSC should be registered by a Bidder. Please note that the Bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- (vi) Bidder then logs in to the site through the secured log-in by entering their user ID/ password and the password of the DSC/ e-Token.

Searching For Tender Documents

- (i) There are various search options built in the CPP Portal, to facilitate Bidders to search active Bids by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for Bids, wherein the Bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- (ii) Once the Bidders have selected the Bids they are interested in, they may download the required Bidding Documents/ Tender schedules. These Bids can be moved to the respective 'My Tenders/ My Bids' folder. This would enable the CPP Portal to intimate the Bidders through SMS/ e-mail in case there is any corrigendum issued to the tender document.
- (iii) The Bidder should make a note of unique Tender ID assigned to each tender, in case they want to obtain any clarification/ help from the Helpdesk.

Preparation of Bids

- (i) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- (ii) Please go through the RFP invitation and the RFP document carefully to understand the documents required to be submitted as part of the Bid. Please note the number of covers in which the Bid Documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the Bid.
- (iii) Bidder, in advance, should get ready the Bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- (iv) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every Bid, a provision of uploading such standard documents (e.g., PAN card copy, annual reports, auditor certificates etc.) has been provided to the Bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a Bid and need not be uploaded again and again. This will lead to a reduction in the time required for Bid submission process.

Submission of Bid

- (i) Bidder should log into the site well in advance for Bid submission so that they can upload the Bid in time i.e. on or before the Bid submission time. Bidder will be responsible for any delay due to other issues.
- (ii) The Bidder has to digitally sign and upload the required Bid documents one by one as indicated in the tender document.
- (iii) Bidder has to select the payment option as "offline" to pay the RFP Document fee & EMD/Bid Security as applicable and enter details of the instrument.
- (iv) Bidder should prepare the RFP Document fee & EMD/Bid Security as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of Bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during Bid submission time. Otherwise the uploaded Bid will be rejected.
- (v) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price Bid has been given as a standard BOQ format with the RFP document, then the same is to be downloaded and to be filled by all the Bidders. Bidders are required to download the BOQ file (which is in excel format), open it and complete the white colored (unprotected) cells with their respective financial quotes. No other cells should be changed. Once the details have been completed, the Bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the Bidder, the Bid will be rejected.

- (vi) The server time (which is displayed on the Bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the Bidders, opening of bids etc. The Bidders should follow this time during Bid submission.
- (vii) All the documents being submitted by the Bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of Bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any Bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/Bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized Bid openers.
- (viii) The uploaded tender documents become readable only after the tender opened by the authorized Bid openers.
- (ix) Upon the successful and timely submission of bids (i.e., after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful Bid submission message & a Bid summary will be displayed with the Bid no. and the date & time of submission of the Bid with all other relevant details.
- (x) The Bid summary has to be printed and kept as an acknowledgement of the submission of the Bid. This acknowledgement may be used as an entry pass for any Bid opening meetings.

Password Maintenance

- (i) The length of the password should be of 8 to 32 characters.
- (ii) The password should be of any English lowercase and uppercase (a-z and A-Z) characters.
- (iii) The password must contain at least one number between 0-9.
- (iv) The password must contain at least one special character from these [! @ # \$ ^ * _ ~] (v)
Sample password is just like Admin123\$, India2000#, etc.

About DSC

- (i) Digital Signature Certificates (DSC) is the digital equivalent (that is electronic format) of physical paper certificates.
- (ii) Like physical documents are signed manually, electronic documents, for example e-forms are required to be signed digitally using a Digital Signature Certificate. Transactions that are done using Internet if signed using a Digital Signature certificate becomes legally valid.
- (iii) Bidders have to procure Class 2 or 3 signing certificates only. Only Class 2 or 3 is valid for tendering purpose.
- (iv) The Certifying Authorities are authorized to issue a Digital Signature Certificate with a validity of one or two years. The maximum period for which the DSC is issued is only two years. On the expiry of the term, the Digital Signature Certificate can be revalidated by paying the fees again.

- (v) Digital Signatures are legally admissible in a Court of Law, as provided under the provisions of IT.
- (vi) Digital Signature Certificate (DSC) is not required by Companies but by individuals. For example, the Director or the Authorized signatory signing on behalf of the Company requires a DSC.
- (vii) Each user logs in to the tender site thro' the secured log in by giving the user id/ password allotted during registration & then by giving the password of the DSC. The DSC password will get locked if successively wrong password is given many times.

DSC Providers for Private Firms

- (i) A licensed Certifying Authority (CA) issues the digital signature. Certifying Authority (CA) means the authority that has been granted a license to issue a digital signature certificate under Section 24 of the Indian IT-Act 2000.
- (ii) The vendors like TCS (www.tcs-ca.tcs.co.in), Sify, MTNL, nCode (dsc@ncodesolutions.com), e-Mudhra (www.e-mudhra.com) are issuing DSC's for Bidders.
- (iii) The time taken by Certifying Authorities to issue a DSC may vary from three to seven days.

System Requirements

- (i) Windows XP or newer with latest service pack
- (ii) Loaded IE 7.0 or above
- (iii) Loaded JRE 1.6 or above
- (iv) Antivirus Software with latest definition
- (v) Internet connectivity
- (vi) Scanner to scan the documents if required
- (vii) Printer and PDF Creator

Assistance to Bidders

- (i) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Bid Inviting Authority for a tender or the relevant contact person indicated in the tender.
- (ii) Any queries relating to the process of online Bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. For any Technical queries related to Operation of the Central Public Procurement Portal Contact at:

- Office of Chief Controller of Factories
Government Opium and Alkaloids Factories,
CCF, Government Opium & Alkaloid Factories,
Block J, Ground floor,
Near NSIC Technical Centre Okhla Industrial Estate,
Phase III, New Delhi – 110020, India

- Mobile Numbers: 9873690720
- The 24 x 7 Toll Free Telephonic Help Desk Number: 1800 3070 2232 (v) Other Tel: 0120-4200462, 0120-4001002.
- E-Mail: cppp-nic@nic.in, ccf.goaf@cbn.nic.in

5. Introduction

5.1 Background

5.1.1 The **Chief Controller of Factories Government Opium & Alkaloid Factories** (the “**Authority**”) is an organisation formed under the aegis of Department of Revenue, Ministry of Finance, Government of India. The opium factories undertake the work of receipt of opium from the fields, its storage and processing for sale. The Authority is engaged in processing raw opium into alkaloids of pharmacopeial grades. Other key functions of the Authority include:

- (i) Supply of opium as a narcotics raw material to the domestic as well as the international market and to maintain buffer stock to cater to any global exigency,
- (ii) Supply of narcotic alkaloids to pharmaceutical companies for production of analgesics and other related drugs,
- (iii) Import of narcotics drugs as per requirement of the domestic market,
- (iv) Supply of opium to the state excise authorities for de-addiction, and
- (v) Supply of opium & narcotic alkaloids to training & research institutes.

5.1.2 The head of the Authority is the Chief Controller of Factories (CCF) with office at New Delhi. The CCF exercises supervision and control over the two factories located at Ghazipur, Uttar Pradesh and Neemuch, Madhya Pradesh. The overall supervision of the organization is vested with the committee of management under the chairmanship of the Additional Secretary (Revenue), Department of Revenue, Ministry of Finance, Government of India.

5.1.3 As a part of this endeavour, the Authority has decided to procure Independent Engineer services for ‘Setup of Production Unit for processing of Concentrated Poppy Straw (CPS) from Opium Poppy Crop and extraction of Semi-refined morphine (SRM) and alkaloids on PPP basis’, and has, therefore, decided to carry out the bidding process for selection of an entity as the Bidder to whom the monitoring of the Project may be awarded. Brief particulars of the Project are as follows:

S No	Name of the Project	(Estimated) Total Project Cost	Location	Land size	Major alkaloids output	Assignment period (months)
1	Setup of Production Unit for processing of Concentrated Poppy Straw (CPS) from Opium Poppy Crop and extraction of Semi refined morphine (SRM) and alkaloids on PPP basis	165 crores	Neemuch , Madhya Pradesh	10 hectares	Morphine, Codeine, Thebaine, Noscapine, Papavarine	30 months, extendable by 6 months

- 5.1.4 Bid must be submitted online at e-tender portal: <https://eprocure.gov.in> on or before 24/09/2024.
- 5.1.5 Selection of IE shall be as per selection procedures given in the general procurement methods followed in the General Financial Rules, 2017. The selected IE shall be intimated to the Concessionaire.
- 5.1.6 The proposal shall be submitted in English Language and all correspondence would be in the same language in the form provided by the Authority as part of the Bidding Documents pursuant hereto.
- 5.1.7 The Chief Controller of Factories intends to appoint a consultant to act as Independent Engineer for project mentioned at 5.1.3. A detailed TOR is defined in Article 6, however, the Independent Engineer is broadly required to:
- (i) independently review activities associated with design, design review, during construction, required quality assurance and quality control tests and operation and maintenance of the project on behalf of both the Authority and Concessionaire so as to ensure compliance of the requirements of the provisions of the RFP,
 - (ii) report to the Authority on the Financial, Technical and physical progress of implementation aspects of the project
- 5.1.8 The interested consultancy firms may download the RFP document from the CPP portal w.e.f 23/08/2024 to 24/09/2024 upto 1700 hrs. The RFP will be invited through e-tendering portal. Refer Procedure under e-tendering for submission of RFP through e-tendering.
- 5.1.9 The proposal should be submitted by consultancy firms in two parts. The two parts of the proposal are Part 1: Technical Proposal and Part 2: Financial Proposal. Both Technical and Financial Proposal are to be submitted only in Electronic Form (to be uploaded on eportal). Stage -1 of the Evaluation shall consider the evaluation of the Technical Proposal (i.e. Part 1). The firms, ranked on the criteria as mentioned in Clause 9.1.3 shall be listed in the descending order of their technical score and firms having technical score more than 70% shall only be considered for further evaluation provided none of them is in conflict of interest with the Concessionaire. Under stage 2, the financial proposal of such firms as selected above shall be opened and evaluated. The weightage of Technical and Financial score shall be 70% & 30% respectively. The final selection of the firm shall be based on the highest combined score of Technical and Financial Proposal.
- 5.1.10 $St = 100 \times T / T_{high}$, T is the technical score as per the proposal under consideration submitted by the bidder and T_{high} is the highest technical score among all responsive bids.
- 5.1.11 The total time period for the assignment as Independent Consultant will be for 30 months, extendable by 6 months including the quality management criteria. Quality management in the process would include necessary support to the Concessionaire in deriving approvals from United States Food and Drug Administration (USFDA) / United Kingdom's Medicines and Healthcare products Regulatory Agency (UK MHRA) /

European Directorate for the Quality of Medicines & HealthCare (EDQM) / Australian Therapeutic Goods Administration (TGA) / Brazilian Health Regulatory Agency (ANVISA), etc. to ensure that quality alkaloids are extracted in the processing facility including follow-up changes to the project design and structure for the derivation of such approvals.

- 5.1.12 Consultants may apply either as a sole firm or forming Joint Venture with other consultants. In case of Joint Venture, the maximum number of Joint Venture partners is limited to 3 (i.e. one lead + 2 JV partners). Formulation of more than one JV with different partners for the same work is not allowed and all such proposal involving the firms shall be treated as non-responsive.

5.2 Brief description of Bidding Process

- 5.2.1 The Authority has adopted a Single-Stage Two-Bid bidding process for selection of technically and financially competent Bidder for award of the Project collectively referred to as the Bidding Process (the "Bidding Process").

The tendering process is online at e-portal <https://eprocure.gov.in/eprocure/app>.

Aspiring Bidders may go through the details given in "Instructions for Online Bid Submission" of the RFP document.

- 5.2.2 The Bidders (the "Bidders"), which expression shall, unless repugnant to the context, include the Member of the JV) are required to submit their Bids (the "Bids") in two parts (i) Technical Bid and (ii) Financial Bid.
- 5.2.3 The Qualification stage (the "**Qualification Stage**") of the Bidding Process involves preliminary evaluation of the Technical Bid to check whether Bid is responsive to the requirements of the RFP document in accordance with Clause 8.2. Further, only responsive Bids shall be considered for detailed techno-financial evaluation for qualification and short-listing of responsive Bidder(s) in accordance with the provisions of this RFP, which expression shall, unless repugnant to the context, include the members of the Bidders bidding as JV. At the end of this stage, the Authority shall finalise and announce Technically Qualified Bidders (the "**Technically Qualified Bidders**") fulfilling the Qualification Criteria.
- 5.2.4 Financial Bids of only the Technically Qualified Bidders, with marks more than 70% shall be eligible for opening and evaluation (the "**Price Bid Stage**") of price quoted in the Price BOQ template (the "**Financial Bid**").
- 5.2.5 Along with the Bid submission, a Bidder is required to make a payment for Bid Security of **INR 10,00,000/-** (the "**Bid Security**"), refundable not later than 60 (sixty) days from the Bid Due Date. The Bidder can pay Bid Security either online on the e-procurement portal in form and manner as stipulated on the e-procurement portal or in form of a Bank Guarantee (BG) acceptable to the Authority and in accordance with provisions of Clause 7.24 of the RFP. In case a Bank Guarantee is provided, its validity period shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, including a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. The Bid shall be summarily rejected if it is not

accompanied by the Bid Security extended as per the subjective satisfaction & instructions from Authority or consequent to such request by the bidder which is agreed to by the Authority.

- 5.2.6 During the Bidding Process, interested Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Bid including implementation of the Project.
- 5.2.7 Criteria for identifying the Selected Bidder shall be a Quality-cum-Cost Based Selection.
- 5.2.8 The Bidder with the highest points as defined in Clause 9.4 will be declared as the Selected Bidder (the “**Selected Bidder**”). In case the Selected Bidder withdraws its bid or does not acknowledge the LOA or is disqualified for any reason whatsoever, the Authority may, in its discretion, either invite fresh Bids from the remaining Bidders or annul the Bidding Process without the provision of any explanation to any party.
- 5.2.9 The Consultant shall, in consideration of its investment and services, be entitled to demand and receive the total cost as detailed in Appendix C2.
- 5.2.10 Details of the process to be followed at the Bid Stage and the terms thereof are spelt out in this RFP.
- 5.2.11 Any queries or request for additional information concerning this RFP shall be uploading on the e-tender portal on or before specified date as mentioned in NIB.

5.3 Schedule of Bidding Process

The Authority shall endeavor to adhere to the following schedule:

Sr. No.	Event Description	Date
1	RFP document available Online	23/08/2024
2	Last date for receiving queries	30/08/2024
3	Pre-bid Conference	05/09/2024
4	Authority's response to queries latest	09/09/2024
5	Bid Due Date (BDD)	24/09/2024
6	Opening date and time of Technical Bid	25/09/2024
7	Announcement of Technically Qualified Bidders	30/09/2024

8	Date of technical presentation of qualified bidders	03/10/2024
9	Opening date and time of Financial Bid	07/10/2024
10	Issue of Letter of Award	15/10/2024
11	Validity of Bids	180 days
12	Signing of Agreement	28/10/2024

5.4 Pre-Bid Conference

A Pre-Bid Conference shall be held to clarify issues and to answer questions on any matter that may be raised at that stage. The date, time and venue of the Pre-Bid Conference shall be:

Date: 05/09/2024

Time: 11:00 AM (*Final time shall be confirmed to all bidders*)

Venue:

Office of Chief Controller of Factories

Government Opium and Alkaloids Factories,

CCF, Government Opium & Alkaloid Factories,

Block J, Ground floor,

Near NSIC Technical Centre Okhla Industrial Estate,

Phase III, New Delhi – 110020, India

6. Scope of work

6.1 Project brief

- 6.1.1 The Government Opium & Alkaloid Factories (the “Authority”) is an organisation formed under the aegis of Department of Revenue, Ministry of Finance, Government of India. The opium factories undertake the work of receipt of opium from the fields, its storage and processing for sale.
- 6.1.2 The Authority has resolved to establish an opium poppy straw processing plant at Neemuch, Madhya Pradesh with an installed capacity of processing of 10,000 MT of Poppy Straw per annum, on design, build, finance, own and operate (the “DBFOO”) basis, for which a Concessionaire has been appointed. For the same, the Authority intends to invite bids for the appointment of an Independent Engineer that will serve to aid the Concessionaire and the Authority in the construction activities of the proposed project.

6.2 Scope of work

- 6.2.1 The role and functions of the Independent Engineer shall include the following:
- (a) review of the Drawings and Documents as set forth in **Error! Reference source not found.**6.3.1;
 - (b) review, inspection and monitoring of Construction Works as set forth in Clause **Error! Reference source not found.** (6.3.3);
 - (c) conducting Tests on completion of construction and issuing Completion/Provisional Certificate as set forth in **Error! Reference source not found.****Error! Reference source not found.**;
 - (d) determining, the costs of any works or services and/or their reasonableness;
 - (e) determining, the period or any extension thereof, for performing any duty or obligation;
 - (f) undertaking all other duties and functions in accordance with the provisions of this RFP.
- 6.2.2 The Independent Engineer shall discharge its duties in a fair, impartial and efficient manner, consistent with the highest standards of professional integrity and Good Industry Practice.

6.3 Obligations of the Independent Engineer during the construction period

- 6.3.1 Review of detailed project report including designs and drawings
- a. During the Construction Period, the Independent Engineer shall undertake a detailed review of the Drawings and Detailed Project Report, including the technical details and efficacy of the extraction process to be furnished by the Concessionaire along with supporting data. The Independent Engineer shall complete such review and send its comments/observations to the Authority and the Concessionaire within 15 (fifteen) days of receipt of such Drawings. In particular, such comments shall specify the conformity or

otherwise of such Drawings and Detailed Project Report with the Scope of the Project and Specifications and Standards, and suggest detailed observations, suggestions and evaluation on the detailed operating flows¹, layout, design, cost effectiveness, processing methodology, technicalities and other aspects of the DPR for the Project and the Independent Testing Laboratory setup. Specific monitoring of project activities that impact ability of the project to derive international quality certification would be carried out by the Independent Engineer, including necessary changes for the same to ensure total quality management.

- b. The Independent Engineer shall review any modified Drawings or supporting Documents sent to it by the Concessionaire and furnish its comments within 7 (seven) days of receiving such Drawings or Documents.
- c. The Independent Engineer shall review the Drawings sent to it by the Safety Consultant and furnish its comments thereon to the Authority and the Concessionaire within 7 (seven) days of receiving such Drawings. The Independent Engineer shall also review the Safety Report and furnish its comments thereon to the Authority within 15 (fifteen) days of receiving such report.
- d. The Independent Engineer shall review the detailed design, construction methodology, quality assurance procedures and the procurement, engineering and construction time schedule sent to it by the Concessionaire and furnish its comments within 15 (fifteen) days of receipt thereof.

6.3.2 Review of EPC contracts

Upon reference by the Authority, the Independent Engineer shall review and comment on the EPC Contract or any other contract for construction, operation and maintenance of the Project, and furnish its comments within 7 (seven) days from receipt of such reference from the Authority.

6.3.3 Supervision and inspection of the project

The independent engineer shall timely monitor all the activities surrounding project construction, and timely bring forth any comments, observations and notes on the same, including, but not limited to the timeliness of project completion, accuracy of construction, outline of process and testing.

- a. The Independent Engineer shall review the monthly progress report furnished by the Concessionaire and send its comments thereon to the Authority and the Concessionaire within 7 (seven) days of receipt of such report.
- b. The Independent Engineer may inspect the Project Site more than once in a month if any lapses, defects or deficiencies require such inspections as per Annexure A.
- c. Tests
 - (i) The Authority, in consultation with the appointed Independent Engineer shall develop a schedule for testing detailing the type, periodicity, and methodology of testing.
 - (ii) For determining that the Construction Works conform to Specifications and Standards, the Independent Engineer shall require the Concessionaire to carry out, or cause to be carried out, Tests on a sample basis, to be specified by the

¹ This shall include a detailed evaluation of process flows, including raw material transportation within the factory premises, sample testing process, storage of finished goods, treatment of discharge, waste management policies, etc.

Independent Engineer in accordance with Annexure A for quality assurance. The Independent Engineer shall issue necessary directions to the Concessionaire for ensuring that the Tests are conducted in a fair and efficient manner, and shall monitor and review the results thereof.

- (iii) The sample size of the Tests shall comprise 10% (ten per cent) of the quantity or number of Tests prescribed for each category or type of Tests in the Quality Control Manuals; provided that the Independent Engineer may, for reasons to be recorded in writing, increase the aforesaid sample size by up to 10% (ten per cent) for certain categories or types of Tests.
- (iv) The timing of Tests and the criteria for acceptance/ rejection of their results shall be determined by the Independent Engineer in accordance with the Quality Control Manuals. The Tests shall be undertaken on a random sample basis and shall be in addition to, and independent of, the Tests that may be carried out by the Concessionaire for its own quality assurance in accordance with Good Industry Practice.
- (v) In the event that the Concessionaire carries out any remedial works for removal or rectification of any defects or deficiencies, the Independent Engineer shall require the Concessionaire to carry out, or cause to be carried out, Tests to determine that such remedial works have brought the Construction Works into conformity with the Specifications and Standards.
- (vi) A collective record of all the tests carried out by the Independent Engineer from time to time is expected to be recorded in a log. All items of work in a project irrespective of their cost, are to be recorded by the incharge of the work. The result is indicated by the word "Satisfactory" or "Unsatisfactory" as judged at the time on merits of each case. Unsatisfactory result is communicate to the Authority and the Concessionaire from time-to-time.
- (vii) The Independent Engineer shall carry out, or cause to be carried out, all the Tests agreed in consultation with the Authority and issue a Completion Certificate or Provisional Certificate, as the case may be.

d. Safety

- (i) If at any time during the Construction Period, the Independent Engineer determines that the Concessionaire has not made adequate arrangements for the safety of workers and Users in the zone of construction or that any work is being carried out in a manner that threatens the safety of the workers and the Users, it shall make a recommendation to the Authority forthwith, identifying the whole or part of the Construction Works that should be suspended for ensuring safety in respect thereof.
- (ii) In the event that the Concessionaire carries out any remedial measures to secure the safety of suspended works and Users, it may, by notice in writing, require the Independent Engineer to inspect such works, and within 3 (three) days of receiving such notice, the Independent Engineer shall inspect the

suspended works and make a report to the Authority forthwith, recommending whether or not such Suspension may be revoked by the Authority.

e. Determination of costs and time

- (iii) The Independent Engineer shall determine the costs, and/or their reasonableness, as may be required during the construction period of the project.
- (iv) The Independent Engineer shall determine the period, or any extension thereof, of fulfilment of the obligations of the concessionaire.

The Independent Engineer shall perform it's obligations, included but not limited to the aforementioned for the supervision and review of the project site and inspect the Construction Works and the Project once every month, before the 20th (twentieth) day of each month in any case, and make out a report of such inspection (the "Inspection Report") setting forth an overview of the status, progress, quality and safety of construction, including the work methodology adopted, the materials used and their sources, and conformity of Construction Works with the Scope of the Project and the Specifications and Standards. In a separate section of the Inspection Report, the Independent Engineer shall describe in reasonable detail the lapses, defects or deficiencies observed by it in the construction of the Project. The Independent Engineer shall send a copy of its Inspection Report to the Authority for approval and the Concessionaire within 7 (seven) days of the inspection. Key elements of the Inspection Report are as follows:

S No.	Section	Sub-Sections
1	Executive Summary	1.1 Construction progress in current month
		1.2 Current issues and recommended actions by IE
2	Project Overview	2.1 Salient Features of the Project
		2.2 Project Milestones
		2.3 Location Map
		2.4 Key Plan
3	Critical issues and Action log	3.1 Pending issues and action log
		3.2 Obligations as per contract
		3.3 Review and comments on the monthly progress report submitted by the Concessionaire
4	Physical Progress	4.1 Detailed physical progress by component

S No.	Section	Sub-Sections
5	Change of Scope	5.1 Status of pending COS proposals
6	Mobilization of Resources	6.1 Resource mobilization by contractor/ concessionaire
7	Financial Progress Details	7.1 Brief - Escrow
		7.2 Escrow details
8	Summary of quality control tests	8.1 Tests witnessed by IE
		8.2 Tests conducted by IE
		8.3 Tests planned in the upcoming month
9	Monitoring of maintenance obligations during construction phase	9.1 Critical issues and action log
		9.2 Cumulative defects and deficiencies
		9.3 Status of damages
10	Safety features	10.1 Brief on safety features at construction site
		10.2 Accident report
11	Annexures	Annex 1: Detailed list of physical components fitted in the project
		Annex 2 onwards: Additional details, if any, to be provided by IE

6.3.4 Review and supervision of project milestones

The Independent Engineer is to review the milestones of project completion and furnish a report on it (the **“Milestone Review Report”**) within 10 days of the achievement of each milestone respectively. This should detail the work carried out during the period by the Concessionaire, as well as the various tasks completed by the Independent Engineer as a part of the review and supervision of the project. The Authority would furnish it's comments on it within 15 days of receipt, and send it to the Independent Engineer for revision, which will have to be submitted within 7 days of the subsequent receipt.

(i) The milestones for achievement by the concessionaire are as follows:

- Milestone 1: Pertaining to the completion of excavation work and expended not less than 10% (ten per cent) of the total capital cost

- Milestone 2: Pertaining to the completion of all the foundation works, built at least 15% of the building structure (built up area) and expended not less than 25% (twenty-five per cent) of the total capital cost
 - Milestone 3: Pertaining to the completion of at least 30% of the building structure (built up area) and expended not less than 40% (forty-five per cent) of the total capital cost
 - Milestone 4: Pertaining to the completion of at least 45% of the building structure (built up area) and have initiated the process of procurement of machineries and expended not less than 55% (Fifty-five per cent) of the total capital cost
 - Milestone 5: Pertaining to the completion of at least 70% of the building structure (built up area) and expended not less than 75% (seventy-five per cent) of the total capital cost
 - Milestone 6: Pertaining to the completion of at least 100% of the building structure (built up area) and have installed all machineries and expended not less than 100% (hundred per cent) of the total capital cost
- (ii) In the event that the Concessionaire fails to achieve any of the Project Milestones, the Independent Engineer shall undertake a review of the progress of construction and
- (iii) Identify potential delays, if any. If the Independent Engineer shall determine that completion of the Project is not feasible within the time specified by the Concessionaire, it shall require the Concessionaire to indicate within 15 (fifteen) days the steps proposed to be taken to expedite progress, and the period within which Scheduled Project Completion Date shall be achieved. Upon receipt of a report from the Concessionaire, the Independent Engineer shall review the same and send its comments to the Authority and the Concessionaire forthwith.

6.3.5 Miscellaneous

- a. Upon reference from the Authority, the Independent Engineer shall make a fair and reasonable assessment of the costs of providing information, works and services and certify the reasonableness of such costs for payment by the Authority to the Concessionaire.
- b. The Independent Engineer shall aid and advise the Concessionaire in preparing the Maintenance Manual.
- c. The Independent Engineer shall notify its Programme of inspection to the Authority and to the Concessionaire, who may, in their discretion, depute their respective representatives to be present during the inspection.
- d. A copy of all communications, comments, instructions, Drawings or Documents sent by the Independent Engineer to the Concessionaire pursuant to this TOR, and a copy of all the test results with comments of the Independent Engineer thereon shall be furnished by the Independent Engineer to the Authority forthwith.

- e. The Independent Engineer shall obtain, and the Concessionaire shall furnish in 2 (two) copies thereof, all communications and reports required to be submitted by the Concessionaire to the Independent Engineer, whereupon the Independent Engineer shall send 1 (one) of the copies to the Authority along with its comments thereon.
- f. The Independent Engineer shall retain at least one copy each of all Drawings, Detailed Project Report and Documents received by it, including 'as-built' Drawings, and keep them in its safe custody.
- g. Upon completion of its assignment hereunder, the Independent Engineer shall duly classify and list all Drawings, Detailed Project Report, Documents, results of Tests and other relevant records, and hand them over to the Authority or such other person as the Authority may specify, and obtain written receipt thereof. 2 (two) copies of the said documents shall also be furnished in editable digital format or in such other medium as may be acceptable to the Authority.
- h. Wherever no period has been specified for delivery of services by the Independent Engineer, the Independent Engineer shall act with the efficiency and urgency necessary for discharging its functions in accordance with Good Industry Practice.

6.4 KPIs requirement

6.4.1 The following KPIs are expected to be performed by the Independent Engineer:

SNo.	KPIs	Time Interval	Frequency
1	Detailed review of the Drawings and Detailed Project Report to be furnished by the Concessionaire (along with supporting data)	Comments/observations to the Authority and the Concessionaire within 15 (fifteen) days of receipt	One-time
2	Review any modified Drawings or supporting Documents	Comments within 7 (seven) days of receiving such Drawings or Documents.	One-time
3	Review drawings sent by safety consultant	Comments within 7 (seven) days of receiving such Drawings or Documents.	One-time
5	Submission of inspection report setting forth an overview of the status, progress, quality and safety of construction, including the work methodology adopted, the materials used and their sources, and conformity of Construction Works with the Scope of the Project and the Specifications and Standards	Before the 20 th (twentieth) day of each month	Monthly
6	Submission of milestone review report delineating the various activities carried out by the concessionaire, with a chapter on the tasks conducted by the	Within 10 days of achievement of the milestone	As and when required

SNo.	KPIs	Time Interval	Frequency
	Independent Engineer during that corresponding period.		

6.5 Manpower requirement

6.5.1 The following key resources are required to carry out the aforementioned obligations as a part of the RFP:

Position	Number of personnel	Minimum years of experience	Minimum No. of Projects in Infrastructure Sectors	Qualification
Senior Civil Engineering Expert cum Project Manager	1	15	4 ²	Master's degree in Civil Engineering
Civil Engineering Expert	1	12	4	Master's Degree in Civil Engineering
Chemical Engineering Expert	1	12	4 ³	Master's degree in Chemical Engineering
Mechanical Engineering Expert	1	10	4	Master's degree in mechanical engineering
Electrical Engineering Expert	1	10	4	Master's degree in electrical engineering.
Environmental Engineering Expert	1	7	4	Master's degree in Environmental Engineering

² Projects for evaluation should specifically be projects that involves the processing of opium poppy for alkaloids, or processing of any other natural substances for extraction of Active Pharmaceutical Ingredients (APIs).

³ Projects for evaluation should specifically be projects that involves the processing of opium poppy for alkaloids, or processing of any other natural substances for extraction of Active Pharmaceutical Ingredients (APIs).

7. Instruction to Bidders (ITB)

7.1 General

7.1.1 Scope of the Bid

The Authority wishes to receive Bids in order to select an experienced and technically competent Bidder for the Project.

7.1.2 Eligibility of Bidders

For determining the eligibility of Bidders hereunder, the following shall apply:

- (i) The Bidder for qualification and selection may be a single entity or a group of entities (the “**JV**”), coming together to implement the Project. However, no Bidder applying individually (as an individual firm) or as a member of a JV, as the case may be, can be member of another Bidder. The term Bidder used herein would apply to both a single entity and a JV.
- (ii) The Bidder may be a natural person, private entity, government-owned entity registered duly under Indian Companies Act, 1956/ 2013 or applicable laws of foreign countries or any combination of them with a formal intent to enter into a Joint Bidding Agreement or under an existing agreement to form a JV. A JV shall be eligible for consideration subject to the conditions set out in Clause 7.3.3 below. The Bidder should not be barred by any central/ state governments or government instrumentalities as on the Bid Due Date.
- (iii) The Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder’s proposal (the “**Damages**”), without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
 - a. The Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 25 per cent of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate is less than 25 per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution

referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause 7.1.2, indirect shareholding held through one or more intermediate persons shall be computed as follows:

- 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
 - subject always to sub-clause (i) 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 (ii) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
- b. A constituent of such Bidder is also a constituent of another Bidder; or
- c. Such Bidder or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- d. Such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- e. Such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
- f. Such Bidder or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

Explanation:

In case a Bidder is a JV, then the term Bidder as used in this Clause 7.1.2, shall include each Member of such JV.

For purposes of this RFP, Associate means, in relation to the Bidder/ JV Member, a person who controls, is controlled by, or is under the common control with such Bidder/ JV Member (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% (fifty per cent) 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 or otherwise.

- g. A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the RFP. In the event any such adviser is engaged by the Selected Bidder or Consultant, as the case may be, after issue of the LOA or execution of the RFP for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the RFP and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security, as the case may be, which the Authority may have thereunder or otherwise, the LOA or the RFP, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Consultant for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of RFP for the Project. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of COD (the “**Commercial Operation Date**”) of the DBFOO project.

Notwithstanding anything to the contrary contained in sub-clause (iii) (a) of Clause 7.1.2, a Bidder may, within 10 (ten) days after the Application Due Date remove from its JV any Member who suffers from a Conflict of Interest, and such removal shall be deemed to cure the Conflict or Interest arising in respect thereof.

Provided further in case the Authority seeks information / clarification from a Bidders related to occurrence / non-occurrence of Conflict of Interest and the Bidders fails to provide such information within a reasonable time, the Authority shall disqualify the Bidders, encash its Bid Security as per provision of Clause 7.24.6 and further debar it from participation in any future procurement process for a minimum period of 1 (one) year.

7.2 Qualification Criteria

To be eligible for qualification and short-listing, the Bidders shall have to fulfil the following condition:

7.2.1 General Eligibility

- (i) An Bidder bidding individually as a firm or as a Member of a JV shall ensure that Power of Attorney is legalised/ apostille by appropriate authority, notarised in the jurisdiction where the Power of Attorney is being issued and requirement of Indian Stamp Act is duly fulfilled; or

- (ii) A Bidder bidding individually as a firm or as a Member of the JV can be a private company, registered/ incorporated under Indian Companies Act, 1956/ 2013, other applicable Laws of India (to submit valid certificate of incorporation).
- (iii) The Bidder must have valid PAN, Service Tax, and GST registration numbers.

7.2.2 Technical Capacity

For demonstrating technical capacity and experience (the “**Technical Capacity**”), the Bidder/ any Member of the JV shall, have⁴:

Sno.	Preparation of DPR	Project Supervision	Financing
1.	The firm should have experience in the preparation/assessment/evaluation of Detailed Project Report of minimum 3 projects with value of each project > INR 100 crores for Similar Projects ⁵ that have been commissioned as on the date of the RFP	The firm should have minimum 5 years’ experience of Project Supervision of a Similar Project ⁶ with value of each project > INR 100 crores, for projects that have been commissioned as on the date of the RFP	Net Worth (updated average of last 5 years or in each of the preceding five years) of the firm should be equal to or more than INR 30 crores

Explanation:

Net Worth shall mean the sum of subscribed and paid-up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders.

During preparation of the technical proposal particular attention should be given to the following:

- (i) The Consultant should prefer to field as many of their permanent staff as possible. The permanent staff would be considered those already employed with the firm prior to one year from the month during which this Tender Notice is issued.
- (ii) A good working knowledge of the language specified in the data sheet is essential for key professional staff on this assignment. Reports must be in the language (s) specified in the data sheet.

⁴ For weightage of experience in any past Consultancy assignment experience certificate from the client shall be accepted. In the absence of experience certificate from the client, proportion of payment received towards Consultancy work duly certified by statutory body like Chartered Accountant or Independent Auditors who are competent to do so as recognized by the State concerned shall be accepted. Annual turnover duly certified by Chartered Accountant shall be accepted. In case of non- availability of such documents no weightage of turnover/experience will be considered.

⁵ Similar projects shall mean any projects that involves the processing of opium poppy for alkaloids, or processing of any other natural substances for extraction of Active Pharmaceutical Ingredients (APIs).

⁶ Similar projects shall mean any projects that involves the processing of opium poppy for alkaloids, or processing of any other natural substances for extraction of Active Pharmaceutical Ingredients (APIs).

- (iii) For Key Personnel as detailed in Clause 9.1.2, the Consultant should prefer candidates having worked on PPP Projects.

7.2.3 Financial Capacity

- (i) Financial Proposal must be strictly using the formats attached in Part C -. No additional items/quantities other than that specified in the formats should be proposed by the Consultant since the same shall not be considered for the evaluation/award.
- (ii) The Financial Proposal should clearly identify as a separate amount, the local taxes (including social security), duties, fees, levies and other charges imposed under the applicable law, on the consultants, the sub-consultants, and their personnel (other than nationals or permanent residents of the government's country); unless the Data Sheet specifies otherwise. This cost, however, will not be considered in evaluation.

7.3 Verification

- 7.3.1 The Bidder shall enclose with its Bid, Certificate(s) from statutory auditors of the Bidder or its Associates specifying the Turnover of the Bidder, as at the close of each of the qualifying preceding financial years.
- 7.3.2 The Bidder should submit a Power of Attorney as per the format in Appendix A4 -, authorizing the signatory of the Bidder to commit the Bid. In the case of a JV, the Members should submit a Power of Attorney in favour of the Lead Member as per format at Appendix A5 -. In case if the Power of Attorney is in the name of International entity, such Bidder shall ensure requirement as stipulated under Sub-Clause (i) of Clause 7.2.1 of the RFP.
- 7.3.3 Members of the JV shall enter into a binding JV Agreement, substantially in the form specified at Appendix A6 - (the "**JV Agreement**"), for the purpose of making the Bid. The Joint Bidding Agreement, to be submitted along with the Bid, shall, *inter alia*: Convey the intent to undertake the monitoring of the Project in accordance with this RFP, which would enter into the Agreement and subsequently perform all the obligations of the RFP, in case the assignment is awarded to the JV;
 - a. clearly outline the proposed roles and responsibilities, if any, of each member;
 - b. commit the minimum equity stake to be held by each member;
 - c. include a statement to the effect that all members of the JV shall be liable jointly and severally for all obligations in relation to the Project; and
 - d. Except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the JV Agreement without the prior written consent of the Authority.
- 7.3.4 Any entity which has been barred by the Central/ State Government, any entity controlled by it, or by any UNSC member country from participating in any project, and the bar subsists as on the date of Bid, would not be eligible to submit a Bid, either individually as a firm or as member of a JV.
- 7.3.5 A Bidder including any JV Member or Associate should, in the last 5 (five) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an

arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, JV Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder, JV Member or Associate. Provided, however, that where a Bidder claims that its disqualification arising on account of any cause or event specified in this Clause 7.3.5 is such that it does not reflect (a) any malfeasance on its part in relation to such cause or event; (b) any wilful default or patent breach of the material terms of the relevant contract; (c) any fraud, deceit or misrepresentation in relation to such contract; or (d) any rescinding or abandoning of such contract, it may make a representation to this effect to the Authority for seeking a waiver from the disqualification hereunder and the Authority may, in its sole discretion and for reasons to be recorded in writing, grant such waiver if it is satisfied with the grounds of such representation and is further satisfied that such waiver is not in any manner likely to cause a material adverse impact on the Bidding Process or on the implementation of the Project.

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

- (i) Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Appendices is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;
- (ii) Information supplied by a Bidder (or other constituent Member if the Bidder is a JV) must apply to the Bidder, Member or Associate named in the Bid and not, unless specifically requested, to other associated companies or firms.
- (iii) In responding to the Bid submissions, Bidders should demonstrate their capabilities in accordance with the provisions of the RFP.
- (iv) In case the Bidder is a JV, each Member should substantially satisfy the qualification requirements to the extent specified herein.

7.3.7 While Qualification is open to persons from any country, the following provisions shall apply:

- (i) Where, on the date of the Bid, 25% (twenty-five per cent) or more of the aggregate issued, subscribed and paid-up equity share capital in a Bidder, or its Member is held by persons resident outside India or where a Bidder or its Member is controlled by persons resident outside India; or
- (ii) if at any subsequent stage after the date of the Bid, there is an acquisition of 25% (twenty-five per cent) or more of the aggregate issued, subscribed and paid-up equity shares capital or control, by persons resident outside India, in or of the Bidder or its Member;

then the Qualification of such Bidder or in the event described in sub clause (b) above, the continued Qualification of the Bidder shall be subject to approval of the Authority from national security and public interest perspective. The decision of the Authority in this behalf shall be final, conclusive and binding on the Bidder.

The holding or acquisition of equity or control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, the Authority shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, or any substitute thereof, as in force on the date of such acquisition.

The Bidder shall promptly inform the Authority of any change in the shareholding, as above, and failure to do so shall render the Bidder liable for disqualification from the Bidding Process.

- 7.3.8 Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within 3 (three) months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the 3 (three) years or 1 (one) year, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of a Bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business.

7.4 General terms of bidding

- 7.4.1 The Bidders are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids.
- 7.4.2 Any condition or qualification or any other essential stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 7.4.3 The documents including this RFP and all attached documents, provided by the Authority are and shall remain or become the properties of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 7.4.3 shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.
- 7.4.4 A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the issue of the LOA. In the event any such adviser is engaged by the Selected Bidder, as the case may be, after issue of the LOA for matters related to or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have thereunder or otherwise, the LOA, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated prior to the Bid Due Date. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from COD of the Project.
- 7.4.5 This RFP is non-transferable.
- 7.4.6 Any Award of Project pursuant to this RFP shall be subject to the terms of this Bidding Documents.

7.5 Change in composition of the JV

- 7.5.1 The Authority will not permit a change in the composition of the JV after the Bids have been submitted.

7.6 Number of bids and cost

- 7.6.1 No Bidder shall submit more than one Bid for the Project. A Bidder applying individually as a firm or as a member of a JV shall not be entitled to submit another Bid either individually as a firm or as a member of any JV, as the case may be.

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

7.7 Acknowledgement of Bidders

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

- (i) made a complete and careful examination of the Bidding Documents;
- (ii) received all relevant information requested from the Authority;
- (iii) accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in the provisions of the RFP;
- (iv) satisfied itself about all matters, things and information including matters referred to in the provisions of the RFP hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
- (v) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in the provisions of the RFP hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination;
- (vi) acknowledged that it does not have a Conflict of Interest; and
- (vii) agreed to be bound by the undertakings provided by it under and in terms hereof.

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

7.8 Verification and disqualification

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

7.8.2 Notwithstanding anything contained in this RFP, The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Authority shall

not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

7.8.3 The Authority reserves the right to reject any Bid and appropriate the Bid Security if:

- (i) at any time, a material misrepresentation is made or uncovered, or
- (ii) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid. Such misrepresentation / improper response may lead to the disqualification of the Bidder. If the Bidder is a JV, then the entire JV and each Member may be disqualified/ rejected. If such disqualification/ rejection occur after the Bids have been opened and the Lowest Bidder gets disqualified/ rejected, then the Authority reserves the right to take any such measure as may be deemed fit in the subjective satisfaction of the Authority, including annulment of the Bidding Process.

7.8.4 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Consultant by issue of the LOA, and if the Selected Bidder has already been issued the LOA, 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 the Authority to the Selected Bidder without the Authority being liable in any manner whatsoever to the Selected Bidder. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents, or otherwise.

7.9 Documents

7.9.1 Contents of the RFP

1. Section I: Notice Inviting Bids (NIB)
2. Table of Contents
3. Disclaimer
4. Instructions for Online Bid Submission
5. Introduction
6. Instruction to Bidders (ITB)
7. Evaluation of Bids
8. Criteria for Evaluation
9. Fraud and Corrupt Practices

10. Pre-bid conference

11. Miscellaneous

12. Appendices

Part A - Formats for Bid Submission

Appendix A1 - Cover Letter for the Bid

Appendix A2 - Statement of Legal Capacity

Appendix A3 - Bank Guarantee for Bid Security

Appendix A4 - Power of Attorney for signing of Bid

Appendix A5 - *Power* of Attorney for Lead Member of JV/ Consortium

Appendix A6 - JV / Consortium Agreement (Legally vetted)

Part B - Formats for Technical Bid Submission

Appendix B1 - Technical Proposal Submission Form

Appendix B2 - Particulars of the Bidder

Appendix B3 - Template for providing details of eligible projects

Appendix B4 - Financial Capacity of the Bidder

Appendix B5 - Approach Paper on Methodology for Performing the Assignment

Appendix B6 - Composition of the Team Personnel, and task(s) of each Team Member

Appendix B7 - Format of Curriculum Vitae (CV) for Proposed Professional Staff

Part C - Formats for Financial Bid submission

Appendix C1 - Financial Bid Cover Letter

Appendix C2 - Financial Bid Form

Appendix C3 - Payment Schedule

Part D - Integrity Pact

Appendix D1 - Integrity Pact

Annexure A - Terms of Reference for Selection of Independent Engineer

7.10 Clarifications

- 7.10.1 Bidders requiring any clarification on the RFP Document may post/upload their queries on the E-tender portal. No other mode of raising queries shall be accepted. The Bidders should post/upload their queries latest by the relevant date and time mentioned in Clause 5.2.11. The Authority would endeavour to respond to the queries by the date mentioned in Clause 5.3. The responses will be uploaded on e-tender portal only and discussed in the pre-bid conference. The Authority will forward its responses, at its sole discretion, to all the Bidders and would include a description of the enquiry and the response of the Authority without identifying the source of the enquiry.
- 7.10.2 The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.
- 7.10.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.
- 7.10.4 To facilitate evaluation of Bidders, the Authority may, at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 7.10.5 If a Bidder does not provide clarifications sought under Clause 7.10.4 above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

7.11 Amendment of Bidding Documents

- 7.11.1 At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the Bidding Documents by issuance of addenda.
- 7.11.2 Any Addendum issued shall be part of the Bidding Document and shall be available on the website or sent to the Bidders.
- 7.11.3 In order to afford the Bidders a reasonable time for taking an Addendum into account for preparing their bids, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.

7.12 Preparation and Submission of Bids

7.12.1 Language

The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidders with the Bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

7.13 Preparation of Bid

7.13.1 The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete and /or conditional Bids shall be liable to rejection.

7.14 Online Bid submission

7.14.1 Please refer “Instructions to Bidders for Online Bid submission” given at the start of this RFP Document. The Bidders are required to submit their bids electronically on the CPP Portal only, using valid Digital Signature Certificates. The said instructions are meant to assist the Bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

7.14.2 The following 2 (two) bids shall be submitted through e-portal by the Bidder:

- (i) Technical Bid
- (ii) Financial Bid

7.14.3 **Technical Bid shall be submitted online** and shall contain duly filled application in the prescribed format along with the Appendices and documents specified in the RFP.

Financial Bid shall be submitted only online in the prescribed format on the CPP portal.

7.14.4 Documents requiring submission in Original Hard Copy at time of **Opening of the Technical Bid**:

Notwithstanding the provisions of Online Bid submission as per Clause 4, the hard copy (in Original) of the following documents must be submitted in an envelope at the address given in 7.14.5 on or before the opening date and time of Technical Bid:

- (i) Power of Attorney for signing the Bid (Hard copy in original).
- (ii) Power of Attorney for Lead Member of JV (Hard copy in original)
- (iii) [Bank Guarantee / Demand Draft towards Bid Security (Hard copy in original)]
- (iv) The envelope shall be sealed, marked with Bidder's name and labelled as “Submission of Original Documents as part of participating in procurement for RFP issued for –

Appointment of independent engineer for monitoring the works of the processing unit for production of alkaloids from the opium poppy crop through the CPS method

- (v) The Bid shall be summarily rejected if the Hard copy of all or any of the documents mentioned herein is not received by Authority on or before opening of Technical Bid.

7.14.5 The envelope containing hard copies as per Clause 7.14.4 shall be addressed to:

Kind Attention:

Chief Controller of Factories,

Government Opium and Alkaloids Factories,
Department of Revenue (DOR), Ministry of Finance, Government of India
CCF, Block J, Ground floor,
Near NSIC Technical Centre Okhla Industrial Estate,
Phase III, New Delhi – 110020, India
TELE – 98736 90270

7.15 Instructions for submission of Bid

- 7.15.1 **Technical Bid:** The scanned copy of following documents shall constitute the Technical Bid and to be submitted as Bid I:

PART A: FORMAT FOR SUBMISSION OF BID		
1	Appendix A1	Cover Letter for the Bid
2	Appendix A2	Statement of Legal Capacity
3	Appendix A3	Bank Guarantee for Bid Security
4	Appendix A4	Power of Attorney for signing of Bid
5	Appendix A5	Power of Attorney for Lead Member of JV/ Consortium
6	Appendix A6	JV / Consortium Agreement
PART B: FORMAT FOR TECHNICAL BID SUBMISSION		
7	Appendix B1	- Technical Proposal Submission Form

8	Appendix B2	- Particulars of the Bidder
9	Appendix B3	- Template for providing details of eligible projects
10	Appendix B4	- Financial Capacity of the Bidder
11	Appendix B5	- Approach Paper on Methodology for Performing the Assignment
12	Appendix B6	- Composition of the Team Personnel, and task(s) of each Team Member
13	Appendix B7	- Format of Curriculum Vitae (CV) for Proposed Professional Staff
PART C: FORMAT FOR FINANCIAL BID SUBMISSION		
14	Appendix C1	- Financial Bid Cover Letter
15	Appendix C2	- Financial Bid Form
16	Appendix C3	Error! Reference source not found.
17	Appendix C4	Error! Reference source not found.
Part D: Integrity Pact		

7.15.2 Financial Bid: The following shall be submitted as a part of Bid II:

Financial Bid duly filled and digitally signed in MS Excel format. The Financial Bid Format is as per Appendix C1, Appendix C2, and Appendix C3.

Utmost care should be taken to upload the Financial Bid. Any change in the format of Financial Bid file shall render it unfit for bidding. Following Steps may be followed in submission of Financial Bid:

- (i) Download BOQ of Financial Bid in XLS/ XLSX format.
- (ii) The same XLS/ XLSX file is a password protected file. Don't unprotect the file.

- (iii) Fill 'Bidder's Name' & 'financial quote' in coloured unprotected cells only in the downloaded BOQ.
- (iv) Validate the above sheet and save the same file in your computer and upload this duly filled file.
- (v) The unconditional financial Bid in respect of the Project shall be submitted online, in the format attached in Part C -, hereof. Please note that the format of Financial Bid as provided in Appendix C1(vi) is only for the purpose of reference/acclimatization, the Bidder needs to submit the financial Bid online as per the procedure mentioned above.

7.16 Common Instructions

- 7.16.1 Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

7.17 Bid Due Date (BDD)

- 7.17.1 Bids should be submitted before 1500 hours IST on the Bid Due Date at the CPP portal in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified at Clause 7.14.5.
- 7.17.2 The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum as per Clause 7.10.3 uniformly for all Bidders.

7.18 Late Bids

- 7.18.1 Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

7.19 Modifications/Substitution/Withdrawal of Bids

- 7.19.1 The Bidder may modify, substitute or withdraw its Bid on the e-tender portal prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.

7.20 Rejection of Bids

- 7.20.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to reject any Bid and to annul or modify the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- 7.20.2 The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

7.21 Validity of bids

- 7.21.1 The bids shall be valid for a period of not less than 180 (One Hundred and Eighty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

7.22 Confidentiality

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

7.23 Correspondence with the Bidder

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

7.24 Bid Security

7.24.1 The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clause 5.2.5 hereinabove either by online payment via e-procurement portal or by in form of BG. If in case, the Bidder is furnishing Bid Security in form of BG, it should be issued by any Nationalised Bank, or a Scheduled Bank in India having a Net Worth of at least INR 1,000 Crore (Rupees One Thousand Crore) in the format as prescribed in Appendix A5 (the "**Bank Guarantee**"). For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2 (e) of the Reserve Bank of India Act, 1934. The Authority may request the Bidders to extend the Bid validity as mutually agreed between the Authority and the Bidder from time to time. The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free as per subjective satisfaction & instructions of the Authority.

7.24.2 In case the Bid Security is submitted in the form of BG, the scanned copy of the BG is to be submitted along with the Technical Bid Document; and the original copy of the BG is to be submitted in the **Office of the Chief Controller of Factories, Government Opium & Alkaloid Factories, Block J, Ground floor, near NSIC Technical Centre Okhla Industrial Estate, Phase III, New Delhi – 110020, India**, before the time of the Technical Bid opening.

7.24.3 Any Bid not accompanied by the Bid Security shall be summarily rejected by the Authority as non-responsive.

7.24.4 Save and except as provided in Clause 5.2.5 above, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the Authority, and in any case within 60 (sixty) days from the Bid Due Date. Where Bid Security has been paid by demand draft, the refund thereof shall be in the form of an account payee demand draft in favour of the unsuccessful Bidder(s). Bidders may by specific instructions in writing to the Authority give the name and address of the person in whose favour the said demand draft shall be drawn by the Authority for refund, failing

which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the Bid.

7.24.5 The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in Clause 7.24.6 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.

7.24.6 The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents, or otherwise, if

- (i) a Bidder submits a non-responsive Bid;
- (ii) a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice as specified in Clause 5 of this RFP;
- (iii) a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
- (iv) the Selected Bidder fails within the specified time limit to sign and return the duplicate copy of LOA;
- (v) the Selected Bidder, commits any breach thereof as per the terms of the RFP.

8. Evaluation of Bids

8.1 Opening and Evaluation of Bids

- 8.1.1 The Authority shall open the Bids on the BDD, at the time and place specified in Clause 7.14.5 and in the presence of the Bidders who choose to attend.
- 8.1.2 Bids for which a notice of withdrawal has been submitted in accordance with Clause 7.19 shall not be opened.
- 8.1.3 The Authority will subsequently examine and evaluate Bids in accordance with the provisions set out in the RFP.
- (i) The Bidders should take a note that the as part of the Qualification Stage, the Authority intends the Bidders to make a presentation on their technical capabilities and proposed methodology for the proposed Project. The details for date, time and venues will be shared by the Authority with the Bidders subsequent to opening of the Technical Bids.
 - (ii) The presentation shall be for greater understanding of the Authority about the Bidder's technical capabilities and shall be considered for evaluation of the Technical Bids, which will be carried out based on the documents furnished in the Technical Bids. In case, if the Bidders fails to make a presentation without any priority intention of reasons for it, the Authority's decision for rejection of Bid of such Bidder(s) shall be final and binding on such Bidder(s).
- 8.1.4 Bidders are advised that qualification of Bids will be entirely at the discretion of the Authority. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
- 8.1.5 Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.
- 8.1.6 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.
- 8.1.7 To facilitate the evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

8.2 Test of responsiveness

- 8.2.1 Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:
- (i) it is received as per formats prescribed in Appendices Part A -, Part B -, Part C -, and Part D -;
 - (ii) it is received by the BDD including any extension thereof pursuant to Clause 7.17.2;
 - (iii) it is signed, sealed, and marked as stipulated in Clauses 7.13 and 7.14;
 - (iv) it contains the [proof of online payment/scan copy of Demand Draft/ Bank Guarantee] for the Bid Security as specified in Clause 7.24;

- (v) it is accompanied by the Power(s) of Attorney as specified in Clauses 7.3.2;
- (vi) it contains all the information and documents (complete in all respects) as requested in this RFP;
- (vii) it contains information in formats same as those specified in this RFP/Bidding Documents;
- (viii) it contains certificates from Statutory Auditors/ Chartered Accountants in the formats specified in Appendices of the RFP for each Eligible Project;
- (ix) it is accompanied by the Joint Bidding Agreement (for JV), as stipulated in Clause 7.3.3;
- (x) it does not contain any condition or qualification; and it is not non-responsive in violation of terms hereof.

8.2.2 The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid. Provided, however, that the Authority may, at its subjective satisfaction, allow the Bidder to rectify any infirmities or omissions if the same do not constitute a material modification of the Bid.

8.3 Clarifications

8.3.1 To facilitate evaluation of Bids, the Authority may, at its subjective satisfaction, seek clarifications from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

8.3.2 If any Bidder does not provide clarifications sought under Clause 8.3.1 above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

8.4 Qualification and Bidding

8.4.1 Short-Listing and Notification

After the evaluation of Bids, the Authority would announce a list of qualified and eligible Bidders (the "Eligible Bidders"). The result of the evaluation shall be uploaded on the e-tendering portal, and in case for any reason if the Authority has to terminate or annul the Bidding process at this stage, it may not announce the result of the Evaluation. The Authority will not entertain any query or clarification from Bidders who fail to qualify.

8.4.2 Opening of Financial Bids:

The Bidders shall have to submit its Financial Bid in the form and manner as set out in this RFP document along with Technical Bid document on the e-procurement portal. Financial Bids of only Qualified Bidders shall be opened at date and time as communicated by the Authority subsequent to completion of evaluation process.

8.4.3 Proprietary data:

All documents and other information supplied by the Authority or submitted by a Bidder to the Authority shall remain or become the property of the Authority. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Authority will not return any Bid or any information provided along therewith.

8.4.4 Correspondence with the Bidder:

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

9. Criteria for Evaluation

9.1 Techno-Financial evaluation

9.1.1 Only those Bid(s) which is responsive as per Clause 8.2 shall be considered for evaluation, and as per Clause 8.2.2, those bids which are non-responsive as per Clause 8.2 shall be rejected.

9.1.2 The Bidder's competence and capability is proposed to be established by the following parameters:

- (i) Technical Capacity – Based upon the achievement of criteria mentioned in Clause 7.2.2, and the subsequent experiential marking for Key Personnel and the Technical Presentation, the Bidders shall be awarded points and ranked in descending order on the number of points achieved; and
- (ii) Financial Capacity – defined in Clause 7.2.3. Bidders shall be ranked in ascending order of total costs mentioned in the format stipulated In Part C - Formats for Financial Bid submission;

9.1.3 The points assigned to Technical Evaluation criteria are:

S.No.	Description	Marks
1.	Net Worth	10
2.	Relevant experience for the assignment	15
3.	Technical presentation	25
4.	Qualifications and competence of the key staff for the assignment	50
Total		100

Sub criteria for relevant experience of the firm for the assignment:

S.No	Criteria	Maximum marks
1.	Net Worth	10
1a.	Net Worth of the firm (updated average of last 5 years or in each of the preceding five years) should be equal to or more than the INR 30 crores	
	Sr. No	Points
	1	> INR 50 Cr
	2	INR 45 Cr – 50 Cr
		10

S.No	Criteria			Maximum marks																		
	3	INR 40 Cr – 45 Cr	8																			
	4	INR 35 Cr – 40 Cr	7																			
	5	INR 30 Cr – 35 Cr	6																			
2.	Relevant experience for the assignment			15																		
2a.	<p>The firm should have undertaken the preparation of Detailed Project Report for atleast 3 projects with value > INR 100 crores for Similar Projects⁷ that have been commissioned as on the date of the RFP</p> <table><tr><th>Sr. No</th><th>Number of Projects</th><th>Points</th></tr><tr><td>1</td><td>>6 projects</td><td>5</td></tr><tr><td>2</td><td>6 projects</td><td>4</td></tr><tr><td>3</td><td>5 projects</td><td>3</td></tr><tr><td>4</td><td>4 projects</td><td>2</td></tr><tr><td>5</td><td>3 projects</td><td>1</td></tr></table>			Sr. No	Number of Projects	Points	1	>6 projects	5	2	6 projects	4	3	5 projects	3	4	4 projects	2	5	3 projects	1	5
Sr. No	Number of Projects	Points																				
1	>6 projects	5																				
2	6 projects	4																				
3	5 projects	3																				
4	4 projects	2																				
5	3 projects	1																				
2b.	<p>The firm should have minimum 5 years’ experience of Project Supervision of a Similar Project⁸ with value > INR 100 crores, for projects that have been commissioned as on the date of the RFP</p> <table><tr><th>Sr. No</th><th>Number of Years</th><th>Points</th></tr><tr><td>1</td><td>Threshold + 4 years or more</td><td>10</td></tr><tr><td>2</td><td>Threshold + 3 years</td><td>9</td></tr><tr><td>3</td><td>Threshold + 2 years</td><td>8</td></tr><tr><td>4</td><td>Threshold + 1 year</td><td>7</td></tr><tr><td>5</td><td>Threshold</td><td>5</td></tr></table>			Sr. No	Number of Years	Points	1	Threshold + 4 years or more	10	2	Threshold + 3 years	9	3	Threshold + 2 years	8	4	Threshold + 1 year	7	5	Threshold	5	10
Sr. No	Number of Years	Points																				
1	Threshold + 4 years or more	10																				
2	Threshold + 3 years	9																				
3	Threshold + 2 years	8																				
4	Threshold + 1 year	7																				
5	Threshold	5																				
3.	Technical Presentation			25																		

⁷ Similar projects shall mean any projects that involves the processing of opium poppy for alkaloids, or processing of any other natural substances for extraction of Active Pharmaceutical Ingredients (APIs).

⁸ Similar projects shall mean any projects that involves the processing of opium poppy for alkaloids, or processing of any other natural substances for extraction of Active Pharmaceutical Ingredients (APIs).

S.No	Criteria	Maximum marks
3a.	<ul style="list-style-type: none"> Technical approach and methodology as per the ToR defined in Error! Reference source not found.: 10 marks Work Plan, and Organization and Staffing: 5 marks 	15
3b.	Understanding of Project context, appreciation of project, sector PPP experience.	10
4.	<i>Key Personnel - qualifications and competences for the assignment</i>	50
4a	Senior Civil Engineering expert cum project manager	10
4b	Civil Engineering Expert	8
4c	Chemical Engineering Expert	8
4d	Mechanical Engineering Expert	8
4e	Electrical Engineering Expert	8
4f	Environmental Engineering Expert	8

Key Personnel for the project

The table below presents the list of key experts necessary to be deployed for the project along with a summary of the educational qualifications and minimum relevant work experience required from such experts. CVs proposed for any expert role shall be summarily rejected if conditions of minimum educational qualification and essential criteria/criterion under professional experience are not met.

Position	Number of personnel	Minimum years of experience	Minimum No. of Projects in Infrastructure Sectors	Qualification
Senior Civil Engineering Expert cum Project Manager	1	15	4 ⁹	Master's degree in Civil Engineering
Civil Engineering Expert	1	12	4	Master's Degree in Civil Engineering
Chemical Engineering Expert	1	12	4 ¹⁰	Master's degree in Chemical Engineering

⁹ Projects for evaluation should specifically be projects that involves the processing of opium poppy for alkaloids, or processing of any other natural substances for extraction of Active Pharmaceutical Ingredients (APIs).

¹⁰ Projects for evaluation should specifically be projects that involves the processing of opium poppy for alkaloids, or processing of any other natural substances for extraction of Active Pharmaceutical Ingredients (APIs).

Position	Number of personnel	Minimum years of experience	Minimum No. of Projects in Infrastructure Sectors	Qualification
Mechanical Engineering Expert	1	10	4	Master's degree in mechanical engineering
Electrical Engineering Expert	1	10	4	Master's degree in electrical engineering.
Environmental Engineering Expert	1	7	4	Master's degree in Environmental Engineering

Marks for evaluation

No. of Relevant Projects in Similar Sectors

Sr. No	Number of Projects	Weightage
1	Threshold + 4 or more	100%
2	Threshold + 3	90%
3	Threshold + 2	80%
4	Threshold + 1	70%
5	At Threshold	50%

9.1.4 The bidders ranked on the basis of technical score (St), with more than 70% marks shall be pre-qualified and shortlisted for price evaluation in the second stage.

9.1.5 $St = 100 \times T / T_{high}$, T is the technical score as per the proposal under consideration submitted by the bidder and T_{high} is the highest technical score among all responsive bids.

9.2 Financial information for purposes of evaluation

9.2.1 The Bid must be accompanied by the Audited Annual Reports of the Bidder (of each Member in case of a JV) for the 5 (five) preceding financial years before BDD.

9.2.2 In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for 5 (five) preceding financial years before BDD.

9.3 Financial Bid

9.3.1 Bid Parameter is lowest aggregate fee for the services as mentioned in the RFP.

- 9.3.2 Bidders would be ranked in the ascending order of the Aggregate Fee quoted by the Bidders.
- 9.3.3 The Financial Bid should be furnished in the formats in Part C - Formats for Financial Bid submission clearly indicating the Aggregate Fee in both figures and words and signed by the Bidder's authorised signatory. In the event of any difference between figures and words, the amount indicated in words shall be considered.
- 9.3.4 The Financial score shall be based upon the financial proposal submitted, calculated in the following manner:
- The lowest evaluated Financial Proposal (Fmin) is given the maximum financial score (Sf) of 100.
 - The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:
$$Sf = 100 \times Fmin / F$$
in which "Sf" is the financial score, "Fmin" is the lowest price, and "F" the price of the proposal under consideration.

9.4 Selection of Bidder

- 9.4.1 A combined score of Technical and Financial will be evaluated. The successful Bidder shall be selected as per the following procedure:
- (i) The weights, Technical (Tw) and Financial (Fw) would be given for Technical and Financial proposals, where $Tw=0.70$ and $Fw=0.30$ (Tw =the weight given to technical proposal; Fw =weight given to the financial proposal; $Tw+Fw=1$)
 - (ii) Final Score (S) would be arrived at using the following formula: $S = St \times Tw + Sf \times Fw$
 - (iii) The Bidder achieving the highest combined score will be successful Bidder/ Selected Bidder (the "**Selected Bidder**")
- 9.4.2 In the event that two or more Bidders quote the same value for aggregate fee, upto one decimal place (the "**Tie Bidders**"), the Authority shall rank the bidders based on Net Worth. The Lead Bidder with the highest Net Worth shall be ranked above.
- 9.4.3 After selection, a Letter of Award (the "**LOA**") shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 10 (ten) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.
- #### 9.5 Contacts during Bid Evaluation
- 9.5.1 Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other

interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting or influencing by any means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

10. Fraud and Corrupt Practices

10.1 Ethics

10.1.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA. Notwithstanding anything to the contrary contained herein, or in the LOA, the Authority may reject a Bid, withdraw the LOA, or the Authority may at its satisfaction terminate the appointment of the Independent Engineer, as the case may be, without being liable in any manner whatsoever to the Selected Bidder if it determines that the Selected Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents or otherwise.

10.2 Corrupt practices

10.2.1 Without prejudice to the rights of the Authority hereinabove and the rights and remedies which the Authority may have under the LOA, or otherwise if a Bidder, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA, such Bidder or Concessionaire shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

10.3 Meaning

10.3.1 For the purposes of this Clause 5, the following terms shall have the meaning hereinafter respectively assigned to them:

- (i) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA, as the case may be, any person in respect of any matter relating to the Project or the LOA, who at any time has been or

is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

- (ii) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- (iii) **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- (iv) **“unfair practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (v) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

11. Pre-bid conference

11.1 Date and Time

11.1.1 Pre-Bid Conference(s) of the interested Bidders shall be convened at the designated date, time and place. Any interested person/ party shall be allowed to participate in the Pre-Bid Conference(s). A maximum of two representatives of each such interested Bidder shall be allowed to participate on production of authority letter from the Bidder.

11.2 Clarifications

11.2.1 During the course of Pre-Bid Conference(s), the interested Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its subjective satisfaction, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

12. Miscellaneous

12.1 Bidding process

12.1.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the High Court of Delhi Jurisdiction in which the Authority has its headquarters and shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

12.2 Rights of the Authority

12.2.1 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

- (i) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
- (ii) consult with any Bidder in order to receive clarification or further information;
- (iii) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
- (iv) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

12.3 Indemnification

12.3.1 It shall be deemed that by submitting the Bid, the Bidder agrees and releases & indemnify the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

13. Appendices

Part A - Formats for Bid Submission

Appendix A1 - Cover Letter for the Bid

(To be furnished on the letterhead of the Bidder/Lead Member)

Date:

To,

Chief Controller of Factories,

Government Opium and Alkaloids Factories,

Department of Revenue (DOR), Ministry of Finance, Government of India

CCF, Block J, Ground floor,

Near NSIC Technical Centre Okhla Industrial Estate,

Phase III, New Delhi – 110020, India

Subject: Submission of the Techno-Commercial Bid for the “Appointment of Independent Engineer services...”

Dear Sir,

1. With reference to your RFP bearing Bid ID no....., published on e-procurement portal, dated vide Bid Notice no., I/we, having examined the RFP document and understood its contents, hereby submit my/our Bid for qualification for the aforesaid Project. The Bid is unconditional and unqualified.
2. I/We acknowledge that the Procuring Entity will be relying on the information provided in the Bid and the documents accompanying such Bid for the aforesaid Project, and we certify that all information provided in the Bid and in appendices is true and correct, nothing has been omitted which renders such information misleading, and all documents accompanying such Bid are true copies of their respective originals.
3. I/We shall make available to the Procuring Entity any additional information it may find necessary or require to supplement or authenticate the qualification statement.
4. I/We acknowledge the right of the Procuring Entity to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
5. I/We certify that in the last three years, we/any of the JV/ Consortium members or our/their associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial Procuring Entity or a judicial pronouncement or arbitration award, nor been expelled from any Project or contract by any public Procuring Entity nor have had any contract terminated by any public Procuring Entity for breach on our part.
6. I/We declare that:
 - (a) I/We have examined and have no reservations to the RFP document, including any Addendum issued by the Procuring Entity;
 - (b) I/We do not have any conflict of interest in accordance with the ITB of the RFP;

7. I/We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders.
8. I/We believe that I/we satisfy the Net Worth criteria and meet all the requirements as specified in the RFP document and am/are qualified to submit a bid.
9. I/We declare that we/any Members of the JV/ Consortium, or our/its associates are not a Member of a/any other JV/ Consortium applying for the Bidding Process for the referred Project.
10. I/We certify that in regard to matters other than security and integrity of the country, we/any Members of the JV/ Consortium or any of our/their associates have not been convicted by a court or indicted or adverse orders passed by a regulatory Procuring Entity which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
11. I/We further certify that in regard to matters relating to security and integrity of the country, we/any Members of the JV/ Consortium or any of our/their associates have not been charge-sheeted by any agency of the Government or convicted by a court.
12. I/We further certify that no investigation by a regulatory Procuring Entity is pending either against us/any Members of the JV/ Consortium or against our/their associates or against our CEO or any of our directors/managers/employees.
13. I/We further certify that we/any Members of the JV/ Consortium or any of our/their associates are not barred by the Central/State Government or any entity controlled by it, from participating in any Project, and no bar subsists as on the date of bid.
14. I/We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP, we shall intimate the Procuring Entity of the same immediately.
15. I/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 the Procuring Entity in connection with the selection of Bidder or in connection with the selection/Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
16. I/We agree and undertake to abide by all the terms and conditions of the RFP document.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully,

Date: (Signature, name and designation of the Authorised Signatory)

Place: Name and seal of the Bidder/Lead Member

Appendix A2 - Statement of Legal Capacity

(To be forwarded on the letterhead of the Bidder/ Lead Member of JV)

Ref. Date:

To,

Chief Controller of Factories,

Government Opium and Alkaloids Factories,

Department of Revenue (DOR), Ministry of Finance, Government of India

CCF, Block J, Ground floor,

Near NSIC Technical Centre Okhla Industrial Estate,

Phase III, New Delhi – 110020, India

Dear Sir,

We hereby confirm that we/ our members in the JV (constitution of which has been described in the Bid) satisfy the terms and conditions laid out in the RFP document.

We have agreed that (insert member's name) will act as the Lead Member of our JV.

We have agreed that (insert individual's name) will act as our representative/ will act as the representative of the JV on its behalf and has been duly authorized to submit the RFP. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of

Appendix A3 - Bank Guarantee for Bid Security

B.G. No. _____

Dated: ____/____/____

In consideration of you, and Chief Controller of Factories, Government Opium and Alkaloids Factories, having its office at CCF, Government Opium & Alkaloid Factories, Block J, Ground floor, near NSIC Technical Centre Okhla Industrial Estate, Phase III, New Delhi – 110020, India, (hereinafter referred to as the “**Authority**”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of (a company registered under the Companies Act, 1956/ 2013) and having its registered office at [and acting on behalf of its JV] (hereinafter referred to as the “**Bidder**” which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the Appointment of independent engineer for monitoring the works of the processing unit for production of alkaloids from the opium poppy crop through the CPS method (hereinafter referred to as the “**Project**”) pursuant to the RFP Document dated issued in respect of the Project and other related documents (hereinafter collectively referred to as “**Bidding Documents**”), we (Name of the Bank) having our registered office at and one of its branches at (hereinafter referred to as the “**Bank**”), at the request of the Bidder, do hereby, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of **INR 10,00,000 (Rupees Ten Lakh only)** (hereinafter referred to as the “**Guarantee**”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.

We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding **INR 10,00,000 (Rupees Ten Lakh only)**

This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date with a claim period of 60 (sixty) days or for such extended period as may be required by the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.

It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.

We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority 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.

For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to **INR 10,00,000 (Rupees Ten Lakh only)**. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank, on or before [..... (indicate date falling 180 days after the Bid Due Date)].

Signed and Delivered by Bank

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

(Signature of the Authorised Signatory)

(Official Seal)

Appendix A4 - Power of Attorney for signing of Bid

[Refer Clause 7.3.2]

(On non-judicial stamp paper of INR _____, duly attested by notary public)

Know all men by these presents, We..... (name of the firm and Address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr./Ms. (name), son/daughter/wife of and presently residing at, who is presently employed with us/the Lead Member of our JV/ Consortium and holding the position of, as our true and lawful attorney (hereinafter referred to as the “**Attorney**”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for qualification and submission of our Bid for the **Appointment of independent engineer for monitoring the works of the processing unit for production of alkaloids from the opium poppy crop through the CPS method** being developed by the *Chief Controller of Factories, Government Opium and Alkaloid Works* (the “**Procuring Entity**”) including but not limited to signing and submission of all bids, Bids and other documents and writings, participate in Pre-bids and other conferences and providing information/responses to the Procuring Entity, representing us in all matters before the Procuring Entity, signing and execution of all contracts and undertakings consequent to acceptance of our bid, and generally dealing with the Procuring Entity in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us.

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

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

For

(Signature, name, designation and Address)

Witnesses:

1.

(Notarised)

2.

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *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 Bidders 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.*

Appendix A5 - Power of Attorney for Lead Member of JV/ Consortium

[Refer Clause 7.3.2]

(On non-judicial stamp paper of appropriate value, duly attested by notary public)

Whereas the Chief Controller of Factories, Government Opium and Alkaloid Works (“the **Procuring Entity**”) has invited Applications from interested parties for the **Appointment of independent engineer for monitoring the works of the processing unit for production of alkaloids from the opium poppy crop through the CPS method** (the “**Project**”).

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

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

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, (collectively the “**JV/ Consortium**”) being Members of the JV/ Consortium having our registered office as mentioned, M/s. having our registered office at ,and M/s. having our registered office at , (hereinafter collectively referred to as the “**Principals**”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s. having its registered office at , being one of the Members of the JV/ Consortium, as the **Lead Member** and true and lawful attorney of the JV/ Consortium (hereinafter referred to as the “**Attorney**”). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the JV/ Consortium and any one of us during the Bidding Process and, in the event the JV/ Consortium is awarded the contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the JV/ Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the JV/ Consortium and submission of its Application for the Project, including but not limited to signing and submission of Application, applications and other documents and writings, accept the Letter of Award, participate in Bidders’ and other conferences, respond to queries, submit information/documents, sign and execute contracts and undertakings consequent to acceptance of the Application of the JV/ Consortium and generally to represent the JV/ Consortium in all its dealings with the Procuring Entity, and/or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the JV/ Consortium’s Application for the Project.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise

of the powers hereby conferred shall and shall always be deemed to have been done by us/JV/
Consortium.

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

For
(Signature)
.....
(Name & Title)

For
(Signature)
.....
(Name & Title)

Witnesses:

1.
2.

(Executants)
(To be executed by all the Members of the JV/ Consortium)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

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 Bidders 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.

Appendix A6 - JV / Consortium Agreement (Legally vetted)

[Refer Clause 7.3.3]

(On non-judicial stamp paper of appropriate value, duly attested by notary public)

THIS JV/CONSORTIUM AGREEMENT is entered into on this the day of 20...

AMONGST

1. Limited, a company incorporated under the Companies Act, 1956/ 2013 and having its registered office at (hereinafter referred to as the “First Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. Limited, a company incorporated under the Companies Act, 1956/ 2013 and having its registered office at (hereinafter referred to as the “Second Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)
3. Limited, a company incorporated under the Companies Act, 1956/ 2013 and having its registered office at (hereinafter referred to as the “Third Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

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

WHEREAS,

- (a) Government Opium and Alkaloids Factories, an organisation under the aegis of Department of Revenue (DOR), Ministry of Finance, Government of India, represented by its _____ and having its principal office at Office of the Chief Controller, Govt. Opium and Alkaloid Factories, CCF, Government Opium & Alkaloid Factories, Block J, Ground floor, near NSIC Technical Centre Okhla Industrial Estate, Phase III, New Delhi – 110020, India (hereinafter referred to as the “Authority” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids (the “Bids”) by its Request for Proposal No. dated (the “RFP”) for **Appointment of independent engineer for monitoring the works of the processing unit for production of alkaloids from the opium poppy crop through the CPS method** (the “Project”);
- (b) The Parties are interested in jointly bidding for the Project as members of a JV/ Consortium and in accordance with the terms and conditions of the RFP document and other Proposal documents in respect of the Project; and
- (c) It is a necessary condition under the RFP document that the Members of the JV/ Consortium shall enter into a JV/ Consortium Agreement and furnish a copy thereof with the Proposal.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

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

2. JV/ Consortium

- (i) The Parties do hereby irrevocably constitute a JV/ Consortium (the “**JV/ Consortium**”) for the purposes of jointly participating in the Bidding Process for the Project.
- (ii) The Parties hereby undertake to participate in the Bidding Process only through this JV/ Consortium and not individually and/or through any other JV/ Consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the JV/ Consortium is declared the Successful Bidder and awarded the Project, it shall sign the LOA with the Procuring Entity and for performing all its obligations for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- (a) Party of the First Part shall be the Lead Members of the JV/ Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the JV/ Consortium during the Bidding and execution of the Project; and
- (b) Party of the Second Part shall be the Members of the JV/ Consortium.

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP to be issued at Bid Stage.

6. Representation of the Parties

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

- (a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and Procuring Entity to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Members of the JV/ Consortium is annexed to this Agreement, and will not, to the best of its knowledge:
 - (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;

- (iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
- (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

7. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect, in case the Project is awarded to the JV/ Consortium. However, in case the JV/ Consortium is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not pre-qualified or upon return of the Application Security by the Procuring Entity to the Bidder, as the case may be.

8. Miscellaneous

- (i) This JV/ Consortium Agreement shall be governed by the laws of India.
- (ii) The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Procuring Entity.

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

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND
DELIVERED

For and on behalf of

LEAD MEMBER by:

SECOND PART

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

In the presence of:

1.

2.

Notes:

- *The mode of the execution of the JV/ Consortium Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Each JV/ Consortium Agreement should attach a copy of the extract of the charter documents and documents such as resolution/power of attorney in favour of the person executing this agreement for the delegation of power and Procuring Entity to execute this agreement on behalf of the Members of the JV/ Consortium.*
- *For a JV/ Consortium Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.*

Part B - Formats for Technical Bid Submission

Appendix B1 - Technical Proposal Submission Form

(Refer Clause 7.2.2)

Date: ____/____/____

To,

Chief Controller of Factories

Government Opium and Alkaloids Factories,

CCF, Government Opium & Alkaloid Factories,

Block J, Ground floor,

Near NSIC Technical Centre Okhla Industrial Estate,

Phase III, New Delhi – 110020, India

Subject: Submission of Technical and Financial Proposal for engagement as the Independent Engineer for the project for **‘Setup of production Unit for production of Concentrated Poppy Straw(CPS) from Opium Poppy Straw and Extraction of SRM on PPP basis’**

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated (Date), and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed under a separate bid for the above mentioned work.

My/Our CIN is _____ and our date of incorporation is _____.

Our Proposal is binding upon us. We understand you are not bound to accept any Proposal you receive

We remain,

Yours faithfully,

Date: _____ (Signature, name and designation of the Authorized signatory)

Place: _____ Name and seal of Bidder / Lead Member

Appendix B2 - Particulars of the Bidder

- i. Name of the package applied for
- ii. Year of establishment of firm *

Consultant	Year of Establishment	Country	Type of Organization			
			Individual	Partnership	Corporation	Other
Individual/ Lead Partner (of JV)						
JV Member 1						
JV Member 2						

NOTE:- Year of Establishment of Lead Partner of JV shall be considered.

**Copy of Certificate of incorporation shall be submitted.*

- iii. Office/Business Address/Telephone nos./Cable Address.
- iv. Narrative description of firm (Not more than 2 sheets)
- v. Name of two (2) principals who may be contacted with title and telephone number/fax number/e-mail.
- vi. Financial Statement of the last five years.¹¹

Sr. No.	Particular	2023-24	2022-23	2021-22	2020-21	2019-20
i.	Net Worth					

Balance Sheet/ Auditor Certificate of last 5 years shall be submitted as evidence of Net Worth.

- vii. Experience as Independent Consultant/Construction supervision of similar projects.

¹¹ a) The amount shall be stated in INR. (Consider 1US Dollar = Rs.82 /- and 1 Euro = Rs. 90/-)

b) The currency conversion rate for the respective years (as on financial year ending for the respective year) shall be mentioned for other international currencies

S No	Projects ¹² Name/Year	Type Services Rendered	Description of Project	Client (with complete address, contact person, telephone Nos. and Fax	Total Fee for the Consultancy Assignment (INR)	Fee received by Applicant (in case of JV/Association)	%age of total fee received by the firm	Approx cost of project	Period
1	2	3	4	5	6	7	8	9	10
		<p>Completed / Substantially completed projects : 1.</p> <p>2.</p> <p>3.</p> <p>Projects in progress: 1.</p> <p>2.</p> <p>3.</p>							

- viii. Number of Key Personnel (as defined in RFP) employed with the firm for more than one year from bid submission date:

Key Personnel	Number of key personnel employed		
	Sole Applicant (Lead Member in case of JV)	JV (1)	JV (2)
Senior Civil Engineering expert cum project manager			
Civil Engineering Expert			
Chemical Engineering Expert			
Mechanical Engineering Expert			
Electrical Engineering Expert			
Environmental Engineering Expert			

¹² Sole consultant/prime consultant of JV/minor consultant of JV/or sub consultant

Appendix B3 - Template for providing details of eligible projects

Name of Project:		
Name and address of Client/ Authority:		
Location: Country:		Project cost (in Lakhs INR): Project capacity:
Start date (month/ year):	Completion date (month/ year):	Approx. value of fee collected from client (in Lakhs INR):
Name of associate partner/JV member, if any: Your role in JV: Lead member or JV member		
Narrative description of assignment/project:		
Description of actual services provided by your staff:		
Reference with contact name, telephone number and e-mail (if any) for verification of the details provided above		
Documentary evidence of having completed/executed the assignments <i>(to be attached after this page)</i> :		

Notes:

1. Use separate sheet for each eligible project.
2. If the project is private or Bidder is the actual owner of the project, please specify your name in client section.
3. In the event that the Bidder does not wish to disclose the payment received by it as professional fees for any particular assignment, it may state that it has received more than the amount specified in this statement.

4. The Bidder is required to submit work completion certificate, experience certificate or client's appreciation certificate for each of the projects as per the details above. Only such projects for which these required documents are submitted will be considered for evaluation.

Appendix B4 - Financial Capacity of the Bidder

Bidder Type	Member Code	Net Worth				
		Year 1	Year 2	Year 3	Year 4	Year 5
Single entity bidder						
Lead Member of JV						
JV Member 1						
JV Member 2						

Instructions:

- (i) In case of the Bidder either single entity or a Member of JV, the prescribed Format for furnishing Financial Capacity details should be specifying the amounts in their respective current and Indian Rupees in brackets (). The current conversion rate as applicable on the date of issue of this RFP shall be considered, which shall be as prescribed by Reserve Bank of India (RBI) (https://www.rbi.org.in/Scripts/BS_DisplayReferenceRate.aspx) or Financial Benchmarks India Pvt. Ltd. (FBIL) (<https://www.fbil.org.in/#/home>).
- (ii) The Bidder/ its constituent JV Members shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (three) years preceding the Bid Due Date. The financial statements shall:
 - a. reflect the financial situation of the Bidder or JV Members and its/ their Associates where the Bidder is relying on its Associate's financials;
 - b. be audited by a statutory auditor;
 - c. be complete, including all notes to the financial statements; and
 - d. correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
- (iii) Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on.
- (iv) In the case of a JV, a copy of the Jt. Bidding Agreement shall be submitted.
- (v) The Bidder shall provide an Auditor's Certificate specifying the Turnover of the Bidder.

Appendix B5 - Approach Paper on Methodology for Performing the Assignment

Date: ____/____/____

(Refer Clause 8.1.3)

The approach and methodology will be detailed precisely under the following topics.

- 1) Methodology for services, surveying, data collection and analysis [not more than 2 pages]
- 2) Key challenges foreseen and proposed solutions in carrying out the assignment [not more than 1 page]
- 3) Quality Audit methodology including Quality Assurance Plan [not more than 6 pages]

Appendix B6 - Composition of the Team Personnel, and task(s) of each Team Member

Date: __/__/____

1. Technical/Managerial Staff

Sl. No.	Position	Experience	Qualifications	Tasks Planned
1	Senior Civil Engineering expert cum project manager	14 years of experience in project supervision of a similar project ¹³		
2	Civil Engineering Expert	7 years of experience in project supervision of a similar project ¹⁴		
3	Chemical Engineering Expert	7 years of experience in project supervision of a similar project ¹⁵		
4	Mechanical Engineering Expert	7 years of experience in project supervision of a similar project ¹⁶		
5	Electrical Engineering Expert	7 years of experience in project supervision of a similar project ¹⁷		
6	Environmental Expert	5 years of experience in project supervision of a similar project ¹⁸		
...				

¹³ Similar project shall mean any project that involves the processing of opium poppy for alkaloids, or processing of any other natural substances for extraction of Active Pharmaceutical Ingredients (APIs).

¹⁴ Similar project shall mean any project that involves the processing of opium poppy for alkaloids, or processing of any other natural substances for extraction of Active Pharmaceutical Ingredients (APIs).

¹⁵ Similar project shall mean any project that involves the processing of opium poppy for alkaloids, or processing of any other natural substances for extraction of Active Pharmaceutical Ingredients (APIs).

¹⁶ Similar project shall mean any project that involves the processing of opium poppy for alkaloids, or processing of any other natural substances for extraction of Active Pharmaceutical Ingredients (APIs).

¹⁷ Similar project shall mean any project that involves the processing of opium poppy for alkaloids, or processing of any other natural substances for extraction of Active Pharmaceutical Ingredients (APIs).

¹⁸ Similar project shall mean any project that involves the processing of opium poppy for alkaloids, or processing of any other natural substances for extraction of Active Pharmaceutical Ingredients (APIs).

2. Support Staff

Sl. No.	Name	Position	Task
1			
2			
3			
4			
...			
...			

Appendix B7 - Format of Curriculum Vitae (CV) for Proposed Professional Staff

Date: ____/____/____

Proposed Position

Photograph

Name of Firm :

Name of Staff :

Profession :

Date of Birth :

Years with Firm/Entity: Nationality:

Membership of Professional Societies :

Detailed Task Assigned :

CTC (optional):

Please attach printout of CV along with all the relevant details.

Certification by the Candidate

I, the undersigned, (Name and Address) undertake that this CV correctly describes myself, my qualifications and my experience and the Authority would be at liberty to debar me if any information given in the CV, in particular the Summary of Qualification & Experience vis-à-vis the requirements as per TOR is found incorrect. I further undertake that I have neither been debarred by the Authority nor left any assignment with the consultants engaged by the Authority / contracting firm (firm to be supervised now) for any continuing work of the Authority without completing my assignment. I will be available for the entire duration of the current project (named). If I leave this assignment in the middle of the work, the Authority would be at liberty to debar me from taking any assignment in any of the Authority's works for an appropriate period of time to be decided by the Authority. I have no objection if my services are extended by the Authority for this work in future.

I further undertake that if due to my inability to work on this project due to unavoidable circumstances, due to which consultant's firm is forced to seek replacement. In such unavoidable circumstances, I shall not undertake any employment in the Authority's projects during the period of assignment of this project and the Authority shall consider my CV invalid till such time.

For Key Personnel having intermittent inputs, add the following:

I further certify that I am associated with the following assignments as on date (as on 7 days prior to due date for submission of proposal) including those for which LOA has been received by the firm and the inputs in these assignments shall not effect the work of the current assignment.

Name of Assignment	Client	Date of LOA	Likely start (Month / Year)	Likely end (Month / Year)	Total input of the person (man- months)

..... Date

(Signature of Key Personnel)

(Day/Month/Year)

The Consultant should carry out self-evaluation based on the evaluation criteria at and furnish the same here. While submitting the self-evaluation along with bid, Consultant shall make references to the documents which have been relied upon in his self-evaluation.

Certification by the firm

The undersigned on behalf of _____ (name of consulting firm) certify that Shri. _____ (name of proposed personnel) to the best of our knowledge has neither been debarred by the Authority nor left his assignment with any other consulting firm engaged by the Authority / Contracting firm (firm to be supervised now) for the ongoing projects. We understand that if the information about leaving the past assignment is known to the Authority, the Authority would be at liberty to remove the personnel from the present assignment and debar him for an appropriate period to be decided by the Authority.

..... Date

(Signature of Key Personnel)

(Day/Month/Year)

[Signature of authorised representative of the Firm]

Part C - Formats for Financial Bid submission

Appendix C1 - Financial Bid Cover Letter

To,
Chief Controller of Factories,
Government Opium & Alkaloid Factories,
Block J, Ground floor,
Near NSIC Technical Centre Okhla Industrial Estate,
Phase III,
New Delhi – 110020

Subject: Financial Bid submission for Appointment of independent engineer for monitoring the works of the processing unit for production of alkaloids from the opium poppy crop through the CPS method

Dear Sir,

With reference to your RFP document dated, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.

- (i) I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the IE for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
- (ii) This statement is made for the express purpose of our selection as Independent Engineer for the work of monitoring of the design, built, finance, own, operate and maintenance of the aforesaid Project.
- (iii) I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
- (iv) I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
- (v) I/ We certify that in the last three years, we/ any of the JV Members or our/ their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any

project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

(vi) I/ We declare that:

- a. I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority;
- b. I/ We do not have any conflict of interest in accordance with Clause 7.1.2 the RFP;
- c. I/ 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 Section 10 of the RFP, in respect of any tender or request for proposals issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
- d. I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 10 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice;

(vii) I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 12.2 of the RFP document.

(viii) I/ We believe that we/ our JV satisfy(s) the Turnover criteria and meet(s) the requirements as specified in the RFP document.

(ix) I/ We declare that we/ any Member of the JV, or our/ its Associates are not a Member of a/ any other JV submitting a Bid for the Project.

(x) I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the JV or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

(xi) I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the JV or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.

(xii) I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our directors/ managers/ employees.

(xiii) I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.

(xiv) I/ We acknowledge and undertake that if our JV gets qualified and short-listed on the basis of Technical Capacity and Financial Capacity of those of its Members, we will abide by the terms and conditions of pertaining to Change of Composition, Change of Ownership and other relevant conditions as stipulated in the Bidding Documents.

- (xv) I/ We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing and qualification under and in accordance with the RFP, I/We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify our JV or withdraw the Letter of Award, as the case may be, the award shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.
- (xvi) I/ 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 the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
- (xvii) I/ We have studied all the Bidding Documents carefully and also surveyed the site. We understand that except to the extent as expressly set forth in the RFP, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process.
- (xviii) I/ We offer a Bid Security – amount, manner and form in accordance with the RFP Document.
- (xix) I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Bid is not opened or rejected.
- (xx) The Summary of Costs, in lieu of grant of contract, has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, our own estimates of costs and revenues; and after a careful assessment of scope of work along with all the conditions that may affect the project cost and implementation of the Project.
- (xxi) I/ We agree and undertake to abide by all the terms and conditions of the Bidding Documents.
- (xxii) We, the JV Members agree and undertake to be jointly and severally liable for all the obligations of the Independent Engineer.
- (xxiii) I/ We shall keep this financial offer valid for 180 (One Hundred and Eighty) days from the Bid Due Date or such further period as may be mutually agreed upon.
- (xxiv) I/We, {Bidder's name} herewith enclose the Financial Bid for Project referred to in the subject above.
- (xxv) I/We agree to monitor the Project, all direct and indirect cost shall be borne by me/us, throughout the subsistence of the Project.
- (xxvi) I/We submit financial offer hereunder and in accordance with the terms of the Bidding Documents.

Yours faithfully,

Date: (Signature, name and designation of the Authorised Signatory)

Place: Name and seal of the Bidder/Lead Member

Appendix C2 - Financial Bid Form

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated [Date], and our proposal. Our attached financial proposal is for the sum of [Amount in words and figures]. This amount is exclusive of the local taxes which we have estimated at (Amount in Words and Figures).

Our financial proposal shall be binding upon us, up to the expiration of the validity period of the proposal, i.e., [Date].

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

We understand you are not bound to accept any proposal you receive. We remain,

Yours sincerely,

*Managing Director/Head of the firm/Authorised Representative of the firm**

Appendix C3 - Payment Schedule

Note: Payments will be made as per stipulations of the Conditions of Contract, and the activities to be undertaken by the Independent Engineer, within each article shall be in accordance with Article 6.

Description of services		Percentage payment of total quoted amount (Contract Price)
Review of Detailed Project Report including designs and drawings, procurement, methodology of construction, quality assurance procedures, procurement, engineering, and construction time schedule submitted by the concessionaire		15%
Monthly payments for 36 months contingent upon the formal approval of the inspection report by the Authority, delineating the specific duties and obligations executed by the Independent Engineer as a part of it's SoW for the specified reporting period. <small>1920</small>		0.83% every month (30% in total)
Payments on the approval of the Milestone Review Report, as follows:		50%
Milestone	Payment as a % of the total quoted amount	
Milestone 1	8%	
Milestone 2	8%	
Milestone 3	8%	
Milestone 4	8%	
Milestone 5	8%	
Milestone 6	10%	

¹⁹ It is clarified that any extension to the appointment of the independent engineer shall not be liable to any additional payment

²⁰ It is hereby clarified that any outstanding payment, constituting the defined percentage of the total contract amount, shall be disbursed in a single tranche should the concessionaire complete the project ahead of the scheduled completion date, contingent upon the approval of the final inspection report.

On the issue of the project completion certificate	5%
--	----

Part D - Integrity Pact

Appendix D1 - Integrity Pact

Date: ____/____/____

This Pact made thisday of between **Chief Controller of Factories, Government Opium and Alkaloids Factories**, is an organisation formed under the aegis of Department of Revenue, Ministry of Finance, Government of India, and having its Office at **CCF, Government Opium & Alkaloid Factories, Block J, Ground floor, Near NSIC Technical Centre Okhla Industrial Estate, Phase III, New Delhi – 110020, India** in India, hereinafter called the **Authority** which term shall unless excluded by or is repugnant to the context, be deemed to include its Chairman, or Member, Executive Directors, officers or any of them specified by the Chairman in this behalf, and shall also include its successors and assigns) of the one part;

AND

.....represented by of the other part, hereinafter called the **“Bidder”** (which term shall unless excluded by or is

repugnant to the context be deemed to include its heirs, representatives, successors and assigns of the Bidder).

WHEREAS, the Authority intends to award, under laid down organizational procedures, tender/ contract for The Authority, while discharging its functions on business principles, values proper compliance with all relevant laws and regulations, and the principles of natural justice, ethics, equity, fairness and transparency in its relations with the Bidders.

AND WHEREAS the Authority values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as **“Integrity Pact”** or **“Pact”**), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

AND WHEREAS, the Bidder is submitting a Bid to the Authority for In response to the NIT (Notice Inviting Tender) dated Bidder is signing the contract for execution of **Appointment of independent engineer for monitoring the works of the processing unit for production of alkaloids from the opium poppy crop through the CPS method**

NOW, therefore,

- (i) To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to
- (ii) Enabling the Authority to obtain the desired said stores/equipment/execution of works at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

(iii) Enabling Authority to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the Authority will commit to prevent corruption, in any form, by its officials by following transparent procedures.

(iv) The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1.1 Commitments of the Authority:

1.1.1 The Authority undertakes that no official of the Authority, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, Bid evaluation, contracting or implementation process related to the contract.

1.1.2 The Authority will, during the pre-contact stage, treat all Bidders alike, and will provide to all Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidders.

1.1.3 All the officials of the Authority will report to the appropriate Authority office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

1.1.4 In case any such preceding misconduct on the part of such official(s) is reported by the Bidder to the Authority with full and verifiable facts and the same is prima facie found to be correct by the Authority, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Authority and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Authority the proceedings under the contract would not be stalled.

1.2 Commitments of the Bidder:

1.2.1 The Bidder commits itself to take all measures necessary to prevent corrupt practice, unfair means and illegal activities during any stage of its Bid or during any pre-contract or postcontract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

1.2.2 The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Authority, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

- 1.2.3 The Bidder/Contactor further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Authority or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Authority for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Authority.
- 1.2.4 The Bidder has not entered and will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specification, certifications, subsidiary contracts, submission or non-submission of bids or any actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 1.2.5 The Bidder shall, when presenting his Bid, disclose the name and address of agents and representatives and Indian Bidders shall disclose their foreign principals or associates.
- 1.2.6 The Bidder/Contactor shall when presenting his Bid disclose any and all the payments he has made or, is committed to or intends to make to agents/brokers or any other intermediary, in connection with this Bid/contract.
- 1.2.7 The Bidder further confirms and declares to the Authority that the Bidder is the original manufacturer/integrator/ authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Authority or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 1.2.8 The Bidder, either while presenting the Bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Authority or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 1.2.9 The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, Bid evaluation, contracting and implementation of the contract.
- 1.2.10 The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 1.2.11 The Bidder / Contactor shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Authority as part

of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertake to exercise due and adequate care lest any such information is divulged.

1.2.12 The Bidder will inform to the Authority/ Independent Engineer/ Independent External Monitory appointed by the Authority. i) If he receives demand for an illegal/undue payment/benefit. ii) If he comes to know of any unethical or illegal payment/benefit. iii) If he makes any illicit payment to any Authority's associate(s) for such illicit or undue demand.

1.2.13 The Bidder/ Contactor commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

1.2.14 The Bidder/ Contactor shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

1.2.15 If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is a relative of any of the officers of the Authority, or alternatively, if any relative of an officer of the Authority has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956/ 2013.

1.2.16 The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Authority.

1.2.17 That if the Bidder, during tender process or before the award of the contract or during execution of the contract/work has committed a transgression in violation of section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Authority is entitled to disqualify him from the tender process or to terminate the contract for such reason and to debar the Bidder from participating in future bidding processes.

1.3 Previous Transgression

1.3.1 The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify Bidders' exclusion from the tender process.

1.3.2 The Bidder agrees that if it makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason and he may be considered for debarment for future tender/contract processes.

1.3.3 That the Bidder undertakes to get this Pact signed by the subcontractor(s), associate(s) and Independent Testing Laboratory whose value of the work

contribution²¹ exceeds Rs 0.5 Crore (Rupees Zero Point Five Crore) and to submit the same to the Authority along-with the tender document/ contract before contract signing.

1.3.4 That the Authority will disqualify from the tender process all Bidder(s) who do not sign this Pact or violate its provisions or fails to get this Pact signed in terms of section 4.3 or 4.4 above.

1.3.5 That if the Bidder(s) does/ do not sign this Pact or violate its provisions or fails to get this Pact signed in terms of Section 4.3 or 4.4 above. Authority will terminate the contract and initiate appropriate action against such Bidder(s).

1.4 Bid Security, Security Deposit, Bank guarantee, Draft, Pay order or any other mode and its validity i/c Warranty Period, Performance guarantee/Bond.

1.4.1 While submitting Bid, the Bidder shall deposit an EMD / SD / BG / DRAFT / PAY ORDER, I/C WARRANTY PERIOD, PG / BOND, VALIDITY, ETC., which is as per terms and conditions and details given in NIT / Bid Documents sold to/ downloaded by the Bidders.

1.5 Sanctions for Violations/ Disqualification from tender process and exclusion from future Contacts.

1.5.1 Any breach of the aforesaid provisions by the Bidder or anyone employed by it or acting on its behalf (whether with or without the knowledge of the Bidder) shall entitle the Authority to take all or any one of the following actions, wherever required:

- a) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.
- b) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
- c) If the Authority has disqualified / debarred the Bidder from the tender process prior to the award under section 2 or 3 or 4, the Authority is entitled to forfeit the earnest money deposited/Bid Security.
- d) To recover all sums already paid by the Authority, and in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India. If any outstanding payment is due to the Bidder from the Authority in connection with any other contract or any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- e) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the BUYER, along with interest.

²¹ Contribution shall mean amount payable or receivable

- f) To cancel all or any other Contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Authority resulting from such cancellation/rescission and the Authority shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
- g) To debar the Bidder from participating in future bidding processes for a minimum period of three years, which may be further extended at the discretion of the Authority.
- h) To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.
- i) In case where irrevocable Letters of Credit have been received in respect of any contract signed by the Authority with the Bidder, the same shall not be opened.
- j) Forfeiture of Performance Bond in case of a decision by the Authority to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- k) That if the Authority have terminated the contract under section 2 or 3 or 4 or if the Authority is entitled to terminate the contract under section 2 or 3 or 4, the Authority shall be entitled to demand and recover from the contractor damages equivalent to 5% of the contract value or the amount equivalent to security deposit or performance bank guarantee, whichever is higher.
- l) That the Bidder agrees and undertakes to pay the said amount without protest or demur subject only to condition that if the Bidder can prove and establish to the satisfaction of the Authority that the disqualification / debarment of the Bidder from the tender process or the termination of the contract after award of the contract has caused no damage to the Authority.

1.5.2 The Authority will be entitled to take all or any of the actions mentioned at para 6.1(i) to (xii) of this Pact also on the Commission by the Bidder or anyone employed by it or acting on its behalf (whether with or without the knowledge of the Bidder), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

1.5.3 That if the Bidder applies to the Authority for premature revocation of the debarment and proves to the satisfaction of the Authority that he has installed a suitable and effective corruption prevention system and also restored/recouped the damage, if any, caused by him, the Authority may, if thinks fit, revoke the debarment prematurely considering the facts and circumstances of the case, and the documents/evidence adduced by the Bidder for first time default.

1.6 Allegations against Bidders/ Sub-Contractors/ Associates:

That if the Authority receives any information of conduct of a Bidder or Sub-Contractor or of an employee or a representative or an Associates of a Bidder or Sub-Contractor which constitute corruption, or if the Authority has substantive suspicion in this regard, the Authority will inform the Vigilance Department for appropriate action.

1.7 Facilitation of Investigation.

In case of any allegation of violation of any provisions of this Pact or payment of commission, the Authority or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder and the Bidder shall provide necessary information and documents in English and shall extend all possible help for the purpose of such Examination.

1.8 Law and place of jurisdiction

1.8.1 That this Pact is subject to Indian Law. The place of performance and jurisdiction is New Delhi.

1.9 Other legal actions

1.9.1 That the changes and supplements as well as termination notices need to be made in writing.

1.9.2 That if the Bidder is a partnership or a JV, this Pact must be signed by all the partners and JV members or their authorized representatives.

1.10 Pact duration (Validity)

1.10.1 That this Pact comes into force when both the parties have signed it. It expires for the Selected Bidder after 12 months of completion of the Concession Period of the DBFOO project. It expires for the Sub-Contractor 12 months after the final payment under the respective contract, and for all other Bidders 3 months after the contract is awarded.

1.10.2 That if any claim is made / lodged during this period, the same shall be binding and continue to be valid despite the lapse of this Pact as specified herein before, unless it is discharged/determined by Chairman of the Authority.

1.10.3 That should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

1.11 Company code of Conduct

1.11.1 Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.

The parties hereby sign this Integrity Pact at _____ on _____

Buyer

Bidder

Name of the Officer

Chief Executive Officer/ Authorised Signatory

Designation

Government Opium and Alkaloids

**Factories,
Department of Revenue (DOR),
Ministry of Finance, Government of India**

Witness

1.

2.

Witness

1.

2.

Annexure A Test checking of measurements

- A1. The Independent Engineer satisfies itself before submitting the monthly progress report and inspection report that the work has been carried out/completed in accordance with the terms and conditions of the concession agreement.
- A2. The Independent Engineer shall, by itself, or through the appointment of a third party with a laboratory/laboratories accredited by NABL, be capable to conduct all tests as required under the Agreement or any other tests in consultation with the Authority.
- A3. The Independent Engineer is required to check the measurement of the work as below:
- All items of work in a project irrespective of their cost.
 - Measurement recorded by the concessionaire for any items including those, which, owing to their situation, cannot subsequently be checked or measured such as:
 - All work below ground level such as Concrete, Masonry, Steel work etc. in foundation; and
 - Fabricated Steel work in columns, beams, etc. which are encased either in masonry or concrete, reinforcement in RCC/RB work.
 - Woodwork, Iron work etc. hidden by ceilings, wall paneling or floor boardings.
 - Bitumen painting of roofs under mud phuska and tiles paving or under terrace concrete.
 - Water proofing compounds used in gauging cement.
 - Lines of pipes buried in floor or masonry in Internal sanitary, water supply or drainage installations.
 - Earthing installation, cable laying etc.
- A4. Test check of RCC and plumbing works
- Test check of the Independent Engineer should include at least 10% test check of the measurements of RCC items so as to ensure structural safety of building.
 - Besides the mandatory test check of RCC and hidden items of work, the test check of measurements by Independent Engineer should also include not less than 10% of the plumbing work for sanitary and water supply.
- A5. Test check of steel
- In the case of receipt of steel, the Independent Engineer test check 10% of the total consignment received in a month. Any consignment test checked by the Independent Engineer is checked 100%.
 - Permitted variation between the quantities as per supplier's bills and as received and accounted for in stock account, is 0.5% in the steel bars upto and including 12 mm dia, and 1% in the case of steel bars of higher dia
 - If in any consignment the variation on lower side exceeds the aforesaid limits, 100% check of the measurements is carried out by the Independent Engineer, and detailed investigation into the reasons for the shortage recorded.
- A6. Details for testing of physical properties of construction materials

Testing	Characteristics	Specification	Monitoring Record
Cement	Fineness	As per respective applicability of IS456/IS12269/IS8112/IS4031	Test certificate by Independent Engineer
	Standard consistency		
	Initial setting (min.)		
	Final setting (max.)		
	Compressive strength		
	7 days (Average of 3 specimens)		
	28 days (Average of 3 specimens)		
River sand	Gradation of sand	As per respective applicability of IS 383-1970 (RA 2002) & IS 2386-1963 (Part I to VII – RA 2002), IS 102262	Site lab report & Test certificate by Independent Engineer
	Moisture content		
	Deleterious material		
	Silt content		
	Specific gravity and density		
Coarse aggregates	Gradation of coarse aggregates	As per respective applicability of IS 383-1970 (RA 2002) & IS 2386-1963 (Part I to VII – RA 2002)	Site lab report & Test certificate by Independent Engineer
	Crushing value		
	Impact value		
	Abrasion value		
	Water Absorption (%)		
	Flakiness Index		
Steel	Nominal mass	As per respective applicability of IS 1786, IS 1608, IS 1599, IS 228 (latest revisions)	Manufacturer Test Certificates (MTC) & Test certificate by Independent Engineer
	Ultimate tensile stress		
	Elongation		

“Appointment of independent engineer...”

Signature Not Verified

Digitally signed by SUSHIL KUMAR VERMA
Date: 2024.08.23 16:42:57 IST
Location: eProcure-EPROC