

**Request for Proposal (RFP) for selection of consultancy firm
for conducting a study and developing a comprehensive logistics plan for the
pharmaceutical and medical devices sector, for both international and domestic
streams.**

**Government of India
Ministry of Chemicals and Fertilizers
Department of Pharmaceuticals**

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1. Event Description

Sl. No	Information	Details
1.	Start Date of Downloading the RFP Document	16/04/2026.
2	Last date of Downloading the RFP Document	14/05/2026 upto 1700 Hrs.
3	Last Date of Receiving the Pre-Bid Queries	30/04/2026
4	Pre-Bid Meeting to address queries	05/05/2026 at 11 00 HRS Venue: Conference Room No -220, A wing, 2 nd Floor, Shastri Bhawan
5	Last Date of Submission of Bid (Bid Due Date)	Date: 14/05/2025 upto 1700 Hrs.
6	Opening of Technical Proposals	21/05/2026
7	Opening of Financial proposal	27/05/2026
8	Address and point of contact for submitting a proposal/response to the RFP	Ms. Gunjan Verma, Director Department of Pharmaceuticals, Ministry of Chemical and Fertilizers Room No. 310, A Wing Shastri Bhawan, New Delhi-110001 Tele: 011-23380150 Email: divhead-pharmascheme@pharma-dept.gov.in
9	Manner of submitting the response	The response must be delivered through CPPP Portal.

Clarification:

- (1) Response that is not completed or is received after the specified deadline will be summarily rejected without any reference to the applicants.
- (2) The above schedule is tentative. The Authority reserves the right to modify the said schedule of bidding process at any time during the bidding process at its sole discretion without assigning any reason or being liable for the same in any manner whatsoever. Such a change, if there is any, would be uploaded to the website of the Authority from time to time.
- (3) Further the Authority reserves the right to hold, in its sole and absolute discretion, more than one pre-bid meeting or hold one or more consultation meetings, in such an event, the above schedule shall stand modified and amended.

2. Disclaimer

The information contained in this Request for Proposal (“**RFP**”) document or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Bidders 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 or an offer by the Authority to 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 consultancy. 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 advisers to consider the objectives, technical expertise 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 and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the bidders may be 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 the law expressed herein.

The authority, its employees and advisers 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, reliability or completeness 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 in this selection process.

The authority also accepts no liability of any nature whether resulting from negligence or otherwise however 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 assumption 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, as the case may be, for the consultancy and the authority reserves the right to reject all or any of the proposals without assigning any reasons whatsoever.

The bidder shall bear all its costs associated with or relating to the preparation and submission of its proposal 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 proposal. 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 proposal, regardless of the conduct or outcome of the selection process.

3. INTRODUCTION

3.1 Background

Department of Pharmaceuticals, (hereinafter referred as ‘**Authority**’) Ministry of Chemicals and Fertilizers, Government of India is committed to efficiently manage pharmaceuticals and medical devices logistics —directly to deliver affordable and timely healthcare solutions worldwide.

Recognizing the dynamic and complex nature of pharmaceutical and medical devices logistics—a framework encompassing the flow of all the raw materials (raw-material, in-process inventories and finished goods) —the Department of Pharmaceuticals (DoP), Ministry of Chemicals & Fertilizers, Government of India, is soliciting Request for Proposal (RFP) from shortlisted consultancy firms after inviting EOI to conduct a study on the same. The study aims to develop a comprehensive logistics plan for the Pharmaceutical and Medical devices Sector (Drug, API, Medical Devices) in India. This plan will involve mapping and analyzing the logistics value chain, including EXIM and the domestic industry. It will assess existing infrastructure facilities, logistics practices, policies, and regulatory frameworks. The study will additionally recommend interventions by the DoP and other line ministry(s) to support the future growth of the pharmaceuticals & Med-Tech industry in India, aiming to become a global leader. This will involve adopting the best global practices in logistics and making efficient use of available resources and capacities to reduce the cost of logistics.

In pursuance of the above, the authority has decided to engage a **consultancy firm** to support the Authority to carry out this detailed study for development of Sectoral Plan for Efficient Logistics (SPEL) in Pharmaceuticals and Medical Devices in coordination with department, and other strategic initiatives required towards achieving the objectives of the Study.

3.2 Terms of Reference (ToR)

In India, the need for a comprehensive study on pharmaceutical and medical device logistics is increasingly critical due to the sectors' rapid expansion and significant role in both domestic and international markets. The pharmaceutical and medical device industry, a cornerstone of India's healthcare system, requires robust logistical support to ensure the efficient flow of goods from manufacturers to consumers. A detailed study would identify existing challenges in the supply chain, such as infrastructure deficiencies, regulatory bottlenecks, and inefficiencies in current logistics practices. By examining these aspects, the study aims to propose actionable solutions and best practices that can enhance the reliability and efficiency of pharmaceuticals and medical devices logistics. The primary objective of the study is to propose strategic interventions that can optimize the efficiency and effectiveness of pharmaceuticals and medical devices logistics in the country. These interventions include policy and regulatory provisions, infrastructure advancements (such as warehousing, handling, cold chain management, supply chain, and transportation), and logistics service improvements at critical production and consumption hubs, including at ports.

The Authority has decided to engage a **Consultancy Firm** to support the authority in conducting this study and develop **Sectoral Plan for Efficient Logistics (SPEL)** for sector.

(A) As-Is Assessment (Baseline Study)

I. Exhaustive Value-Chain Mapping

- Map end-to-end logistics flows for pharmaceuticals and medical devices, from raw-material sourcing through last-mile delivery.
- Quantify and document:
 - Total logistics costs, with breakdown by transport mode, storage, handling and regulatory fees etc
 - Transit times and lead-time variances
 - Key operational bottlenecks (e.g., cold-chain failures, customs delays, transport connectivity)

II. Primary & Secondary Research

- **Surveys & Interviews:** Engage manufacturers, third-party logistics providers (3PLs), distributors, regulators, healthcare institutions, and infrastructure line Ministries (Ministry of Railways, Ministry of Road Transport and Highways (MoRTH), Ministry of Ports, Shipping and Waterways (MoPSW), Department of Consumer Affairs (DoCA) etc) Customs and other Participative Government Agencies at Port (CDSCO, BIS etc) as well as State GST authorities (to measure time taken at Integrated Check Posts etc) and other important stakeholders to develop a comprehensive analysis.
- **Workshops:** Convene multi-stakeholder workshops to validate findings, solicit reform ideas and co-create high-impact interventions (matrix in terms of ease of implementation vs timeline vs cost).
- **Cluster analysis:** Profile major manufacturing clusters (e.g., Gujarat, Maharashtra pharmaceutical clusters, Andhra Pradesh, Kerala, HP, Hyderabad medical devices hubs), needle mover resolution in terms of most pressing issue,

identifying emerging clusters / opportunities (export etc). Field visits to important trade clusters for stakeholder consultation and associated authorities [nearby ports/ airports etc] [Minimum 8 clusters for both Pharmaceuticals & Medical devices to be shortlisted in consultation with selected agency and as per the directions of Department of Pharmaceuticals (DoP)].

III. **Capacity & Capability Assessment:**

i. **Transport & multimodal infrastructure**

- Assess modal mix and modal-shift potential (road/ rail/sea/air), efficiency, challenges in multimodal logistics impacting domestic and international trade.
- Evaluate condition and capacity of important infrastructure units [highways, rail corridors, ports, airports and inland waterways] pertaining to logistics of pharmaceuticals and medical devices.
- Analyze freight-rate dynamics across major sea/air routes and carriers.

ii. **Cold-chain & warehousing**

- Map existing cold-storage and warehouse facilities (including vaccine distribution centres).
- Identify gaps (particularly for vaccine transportation) and recommend new facilities—exploring PPP, FDI and state-level partnerships.

iii. **Logistics Services**

- Evaluate availability, quality and geographic spread of 3PL, fourth-party logistics (4PL) and specialized pharmaceuticals logistics providers.

iv. **Skilled workforce & technology**

- Assess workforce availability and training needs in logistics management, cold-chain handling and digital tools adoption.
- Analyse gaps in technology adoption (ULIP)/ existing adoption/ use case of digital infrastructure across the value chain of logistics and recommend advance technologies.

IV. **Global benchmarking exercise:**

- Developing a clear and rigorous benchmarking methodology for India's pharmaceutical and medical-devices logistics performance, grounded in internationally recognised frameworks (World Bank, WHO, OECD) and measurable indicators covering logistics cost, time efficiency, reliability, cold-chain performance, multimodal connectivity, regulatory efficiency, and trade facilitation.
- Mapping and contrasting cost structures, transit-time profiles, customs clearance timelines, modal mix efficiencies, and cold-chain performance metrics across leading global manufacturing and export hubs.
- Using the benchmarking outcomes to validate the diagnostic findings, identify realistic performance targets, and outline global best practices directly translatable to the Indian context.
- Ensuring that the benchmarking feeds into the gap assessment, informs future-ready

interventions, and strengthens the robustness of the Sectoral Plan for Efficient Logistics (SPEL).

(B) Regulatory & enabling environment

I. Regulatory Framework Analysis

- Review policies, approvals and compliance regimes (Drugs Controller General of India (DCGI), Central Drugs Standard Control Organization (CDSCO), customs, MoPSW, MoRTH notifications etc) affecting pharmaceuticals and medical-devices logistics.
- Review existing policies framework (Global/National/ States etc), regulations, and approvals impacting logistics in the pharmaceuticals and medical devices sectors and benchmark best implantable practices.

II. Ease of Doing Business & Trade Facilitation

- Analyze EXIM data for pharmaceuticals and medical devices at seaports/airports, and measure state-level Logistics Ease Across Different States (LEADS) scores.
- Identify customs, licensing and cross-border pain points; recommend automated or single-window or digital-first solutions.
- Identify region-specific challenges and variations in logistics capabilities and exploration of states with potential for logistics investment in pharmaceuticals and medical devices.
- Evaluate trade facilitation measures, customs processes, and cross-border logistics Industry's wide practices.
- Study existing mechanism and incentive if any for logistics providers and explore additional mechanisms needed to promote efficient practices & promote export-oriented growth.

(C). Comprehensive Gap Assessment & Future Trends

I. Validation & Synthesis

- Integrate insights from existing studies (Government, industry associations, development agencies).

II. Key Gap Identification

- Highlight deficiencies in transport connectivity, storage capacity, digital adoption, policy frameworks and human capital.
- Assess infrastructure shortfalls for emerging clusters and forecast future capacity requirements by region.
- Identify issues in international routing (transshipment delays, port congestion abroad, issues with shipping lines or container shortage etc) for diplomatic or bilateral dialogue.

III. Regional Disparities

- Map state-wise variations in logistics performance; identify high-potential states for targeted investment.

IV. Intervention for Future

- Analyze supply and demand side dynamics from perspective of trade/ product portfolio/ disease prevalence/ import dependency/ export potential to chart out future plan and intervention.

(D). Development of the Sectoral Plan for Efficient Logistics (SPEL)

I. Policy & Strategy Formulation

- Co-develop actionable policy recommendations addressing the gap identified and in alignment with infrastructure ministry and other associated departments.
- Align recommendations with the National Logistics Policy and PM Gati Shakti PM Gati Shakti – National Master Plan (NMP) to ensure integration with national objectives
- Identify key areas of intervention that act as primary drivers for enhancing efficiency, reducing cost of logistics and competitiveness in logistics.
- The policy should outlines a roadmap for infrastructure development, including ports, logistics hubs, and innovative material handling solutions.
- Develop holistic interventions for future considering evolving trade scenarios to bring down cost of logistics and developing a future plan of action.
- Enhancing transportation efficiency through a sustainable, multimodal logistics network, optimizing first- and last-mile connectivity, and leveraging automation, drones, and smart enforcement to minimize costs and detentions.

II. Infrastructure Development Roadmap

- Propose data backed phased infrastructure projects (multimodal parks, cold-chain terminals, last-mile hubs) to boost export competitiveness, enhance import flows and streamline domestic distribution.
- Identifying gaps/ recommendations for setting up new facilities with exploration of PPP model or FDI among others.
- Define financial models (PPP, sovereign grants, viability-gap funding) and high-level cost–benefit analyses.
- Prioritize the creation of export-oriented scoping multimodal logistics parks, cold storage facilities, and last-mile delivery infrastructure.
- Enhancing warehousing through spatial planning under PM GatiShakti,
- Suggestion to enhancing inventory management by digitizing supply chains for real-time tracking & building resilient infrastructure to de-risk supply chains.

III. Supply-Chain Resiliency Plan

- Develop an emergency resiliency framework for pandemics, trade disruptions

or infrastructure failures.

- Recommend buffer-stock strategies, alternate-sourcing protocols and strategic reserves for critical commodities.

IV. **Digital Transformation Strategy**

- Recommend digital interventions: ULIP, SLDE, blockchain-based track & trace for temperature-sensitive goods, AI-driven route optimization and shared data-exchange platforms.
- Define functional requirements, phasing and governance for digital roll-out.

V. **Sustainability & Circularity**

- Integrate green-logistics measures: modal shift to lower-emission transport, electrification of fleets, solar-powered warehouses.
- Propose circular-economy initiatives: reusable packaging, reverse logistics for expired/unused products, waste-reduction targets.
- Embed sustainability KPIs (CO₂ per TEU-km, energy-use per pallet, packaging recovery rates).

VI. **Performance Framework & Governance**

- Develop a Sectoral Plan with SMART KPIs: cost reduction (%), transit-time reliability, spoilage rate, customs-clearance lead time, digital adoption index.
- Establish a Monitoring & Evaluation (M&E) mechanism with periodic reviews, dashboards and adjustment protocols.
- Ensure meetings with Network Planning Group for proposed SPEL.
- Weekly or biweekly meetings at DoP to share progress/updates

3.3 Time frame for completing the study

The appointed agency will be required to study the requirements and shall provide the following in a manner prescribed hereunder:-

Sl. NO	Key Deliverables	Estimated Timeline <i>(In months from the commencement of engagement)*</i> <i>(T stands for date of engagement)</i>
1	Inception Report	T+2 month (For inception and gap assessment report)
2	Gap Assessment Report	

3	First Report on Future Infrastructure augmentation. Logistic services, technology, regulatory requirements, and skilling requirement etc. in domestic logistics.	T+4 month
4	Second Report on Future Infrastructure augmentation. Logistic services, technology, regulatory requirement, and project identification etc. in domestic logistics.	T+5 Month
5	SPEL	T+6 month

* Timeframe for conducting the study will only be extended with the approval of Department.

4. INSTRUCTIONS TO BIDDERS

4.1 Request for Proposal

The **Authority** invites proposals from interested firms (hereinafter referred as ‘Bidder’) for selection of a consultant who shall assist the Authority as **Consulting Firm** for strategic development of SPEL for Pharmaceuticals and Medical Devices and assist towards achieving the objectives of the Scheme (collectively the “**Services**”). The time-period of the assignment will be 6 months from the date of the award of the contract extendable with the prior approval of the Department.

The Authority intends to select the Consulting Firm through a competitive bidding process, limited to firms shortlisted during the EOI stage, and in accordance with the procedure set out herein.

4.2 Due diligence by Bidders

Bidders are encouraged to inform themselves fully about the assignment before submitting the Proposal and attend a Pre-Bid meeting on the date and time specified.

4.3 Sale of RFP Document

The bid document is available online on the CPPP portal <https://eprocure.gov.in/cppp/>. This can also be downloaded from the Authority’s website, viz <https://pharma-dept.gov.in/>. Before submitting the proposal, the Consultant shall mandatorily register and enlist themselves on the e-procurement portal [<https://eprocure.gov.in/cppp/>] and procure the digital signature as required for submission of the proposal. Bidders are also advised to refer the toolkit for submission of the proposal on the said portal.

4.4 Validity of the Proposal

The Proposal submitted by the firms shall be valid for a period of not less than 60 days from the Proposal Due Date (the “**PDD**”).

4.5 Brief description of the Selection Process

The Authority has adopted a two-stage selection process i.e. Quality and Cost Based Selection (QCBS) for evaluating the proposals invited from the shortlisted agencies, comprising of technical and financial proposals in the ratio 70:30. In the first stage, a technical evaluation will be carried out as specified in the RFP and in the second stage, a financial evaluation will be carried out as specified in the RFP. Proposals will finally be ranked according to their combined technical and financial scores as specified in technical evaluation criteria in the RFP.

4.6 Payment to Consultants

All payments to the Consultant shall be made in Indian rupees (INR) in accordance with the provisions of this RFP. The exchange risk, if any, shall be borne by the Consultant.

4.7 Communications

All communications including the submission of hard copy of necessary documents should be submitted to the address/nodal person as mentioned in Sr. No. 8 of event description.

All communications should contain the following information, to be marked at the

top in bold letters as

RFP NOTICE NO. 01 FOR SELECTION OF CONSULTING FIRM FOR CONDUCTING A STUDY AND DEVELOPING A COMPREHENSIVE LOGISTICS PLAN FOR THE PHARMACEUTICALS AND MEDICAL DEVICES SECTORS, FOR BOTH INTERNATIONAL AND DOMESTIC STREAMS.

4.8 GENERAL

4.8.1 Scope of Proposal

Detailed description of the objectives, scope of services, deliverables and other requirements relating to this Consultancy Services are specified in this RFP. Only the firms shortlisted during EOI stage will be allowed to participate in the Selection Process in response to this invitation. The term bidder (the “**Bidder**”) shall mean the Sole Firm/ Joint Venture(JV) or a partnership/ consortium who submits its Proposal under this RFP. The Bidder also has a provision to engage subcontractors for components of the assignment, in accordance with the conditions outlined in this RFP. Any subcontracting/partnership/consortium/ JV etc may be disclosed beforehand by Bidder while applying under this RFP. The manner in which the proposal is required to be submitted, evaluated and accepted is explained in this RFP. Only the entities shortlisted during the EOI stage will be allowed to participate in the selection process (each, a “Bidder”) in response to this RFP.

Bidders are advised that the selection of consultant shall be on the basis of an evaluation by the Authority through the selection process specified in this RFP. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the selection process will be given and that the Authority’s decisions are without any right of appeal whatsoever.

The Bidder shall submit its proposal online in the form and manner specified in this Section of the RFP. The Technical Proposal shall be submitted online in the forms at Appendix- I and the Financial Proposal shall be submitted online in the forms at Appendix-II. While the Bids are to be submitted online, the Bid Security/EMD needs to be submitted both online and in hard copy in separate envelope as part of Technical Proposal. The said hard copy originals of Bid Security/EMD should be submitted to the address below on or before PDD only, failing which the Proposals shall be liable for rejection.

Attn: Address for submission of hard copies

Contact Person: Ms. Gunjan Verma, Director, Department of Pharmaceuticals, Govt. of India

Address: Room No. 310, A Wing Shastri Bhawan, New Delhi-110001.

Email: divhead-pharmascheme@pharma-dept.gov.in

Telephone: 011 -23380150

Website: <https://pharma-dept.gov.in/>

4.9 Pre-qualification criteria/ Condition of eligibility

To be eligible for evaluation of its proposal, the Bidder shall fulfil the following:

4.9.1 Pre – Qualification Criteria

Bidders must read carefully the conditions of eligibility (the “**Conditions of Eligibility**”) provided herein. proposals of only those Bidders who satisfy the pre- qualification criteria will be considered for technical evaluation.

To be eligible for the evaluation of its proposal, the Bidder as sole entity shall fulfil the following:

4.9.2 Documents Required

S. No.	Minimum Qualification Criteria	Documentary Evidence
A	<p>The Sole Bidder/ Lead Bidder (in case of JV, partnership, subcontracting etc) shall be registered under any of the following Acts in India:- Indian Companies Act, 1956/2013 Indian Partnership Act, 1932 Limited Liability Partnership Act, 2008</p> <p>The Lead Bidder must be operational in India for at least the last 10 years from the date of issue of this RFP. In case of JV/ Consortium/ Subcontracting, all participating entities must be legally registered under any of the above acts, and the arrangement must be disclosed with relevant documentation.</p>	<p>a. Certificate of Incorporation / Registration / Partnership deed b. GST Registration Certificate c. PAN Copy</p> <p>Relevant documents must be provided for each participating entity (Lead and Partners/Subcontractors)</p>
B	<p>Average annual turnover from consulting services in India over the last three financial years (any three consecutive among FY 2021–22, 2022–23, 2023–24, 2024–25).</p>	<p>a. Certificate from Statutory Auditor or CA certifying consulting turnover for relevant years b. In case of JV/Consortium, certificates must be provided for each member, and cumulative eligibility clearly demonstrated</p>
C	<p>In case of participation as JV/Consortium or Subcontracting:</p> <ul style="list-style-type: none"> - A formal MoU/Agreement must be submitted clearly defining roles, responsibilities, and the Lead Member - Financial strength and technical qualifications of each party must be demonstrated 	<p>a. Attested MoU or Agreement detailing structure, roles, and responsibilities (including project duration) b. Financial and technical credentials of each member c. Declaration of Lead Member</p>

		d. Confirmation that the Lead Member will be responsible for contract execution, coordination, and compliance
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Note: Only applicants shortlisted during the EOI stage are eligible to submit bids under this RFP. Bidders may participate individually or as a Joint Venture (JV), Consortium, or with Subcontracting arrangements. In such cases, the roles and responsibilities of all parties must be clearly defined.

Additional Notes:

1. The JV/Consortium/ partnership shall not consist of more than three entities, and the Lead Bidder must hold at least 50% decision-making power.
2. Subcontractors cannot substitute for the technical or financial eligibility of the Lead Bidder or consortium members unless otherwise allowed under special circumstances by the Purchaser.

4.10 Pre-requisites for Technical Bid

Key Personnel

The Consultant's team (the "Consultancy Team") shall consist of the key personnel (the "Key Personnel") as defined below.

(A) **Availability of Key Personnel:** The Bidder shall offer and make available all Key Personnel to meet the requirements as specified below.

(B) **Conditions of Eligibility for Key Personnel:** Each of the Key Personnel must fulfil the conditions of eligibility specified below:

The Bidder shall nominate a Project/ Team Lead responsible for overseeing the project, supported by a structured team comprising of Core Team, a Domain/Subject Matter Expert (SME) Team, and a Support Team.

S. No	Positions	Qualification requirement	Numbers to be Specified (Minimum Number)
1.	Domain/ Subject Matter Experts [Intermittent input]	<ul style="list-style-type: none"> • All domain experts proposed by the bidder should have a relevant Master's degree or/ and minimum work experience of 12 yrs in: <ul style="list-style-type: none"> a) Pharma-MedTech sector b) Logistics/ Supply Chain/ Transport Sector c) Trade Facilitation • The domain expert will be assessed on the basis of the relevance of their past industry experience for the scope of the RFP. • Bidders are required to assess the requirement and involvement of domain expert based on the scope of the RFP and provision for it accordingly. 	3
2.	Project/ Team Lead (Full Time)	<ul style="list-style-type: none"> • Project Team Lead should have MBA/PGDM or/and minimum 15+ years' of work experience in consulting with <ul style="list-style-type: none"> a) Pharma/Med Tech Projects b) Trade/ Logistics/ Supply Chain projects c) Consulting experience with Government of India or 	1

		<p>multilaterals</p> <ul style="list-style-type: none"> • trade/logistics/ supply chain projects; project management expertise. • Relevant degree and experience in Pharma and Med Tech with 5 yrs of experience in providing management consultancy services. • At least 5 yrs' experience providing management consulting services at central govt/ state govt/ pvt sector in health care sector, pharmaceutical or MedTech sector. • Experience of working with GoI/ Other govt. bodies in areas related to Health care /pharmaceuticals/Medical Devices would be an added advantage. 	
3.	Project Implementation Team (Core and Support)	<ul style="list-style-type: none"> • B. Tech/ Bsc/ Master's / MBA degree in relevant area. • 5 yrs experience in providing services in the desired field or holding degree of MBA. (Includes one project manager for which experience required is 7-10+ years) • Out of the proposed Teams - one person may have sufficient experience in Pharmaceuticals/Medical Device/ one each. • Out of the proposed Teams - one person may be sufficient expert in Supply Chain / logistics. <p>A Core Team should comprise of Project Manager who along with Project Lead would remain as Primary SPOC for entire duration of the project</p>	4

While submitting a proposal, the Bidder should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Bidders may format the specified forms making due provision for incorporation of the requested information.

4.11 Conflict of Interest

4.11.1 Authority requires that Selected Bidder (Consultant) provides professional, objective,

and impartial advice and always holds the Authority's interest's paramount, strictly avoids conflicts with other assignment(s)/ job(s) or his own corporate interests and act without any consideration for future work.

4.11.2 Without limitation on the generality of the foregoing, Bidders, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below: -

a. Conflicting assignment/ job: A Consultant {including its Personnel and Sub- Consultant(s)} or any of its affiliates shall not be hired for any assignment/ job that by its nature may be in conflict with another assignment/ job of the Consultant to be executed for the same or for another Authority, for example a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project and a Consultant assisting an Authority in the privatization of public assets shall not purchase nor advise purchasers of such assets.

b. Conflicting Relationships: A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Authority's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment/job (ii) the selection process for such assignment/job or (iii) supervision of the Contract, may not be awarded a Contract unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Authority throughout the selection process and the execution of the Contract.

4.11.3 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of Authority, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the standard forms of technical proposal provided herewith. If the Consultant fails to disclose said situations and if the Authority comes to know about any such situation at any time, it may lead to the disqualification of the Consultant during bidding process or termination of its Contract during execution of assignment.

4.11.4 No agency or current employees of the Authority shall work as consultants under their own ministries, departments or agencies.

4.11.5 Bidder eventually appointed to provide Consultancy for this Project, its Associates, affiliates and the Consultant, shall be disqualified from subsequently providing goods or works or services related to the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 3 (three) years from the completion of this assignment or to any consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services performed for the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5% (five per cent) of the subscribed and paid-up share capital of the Consultant, as the case may be, and any

Associate thereof. For the avoidance of doubt, in the event that: (a) the Consultant was a partner or an employee of another firm, which attracts the provisions relating to Conflict of Interest hereunder; and (b) was directly or indirectly associated with any assignment that causes a Conflict of Interest hereunder, then such Consultant shall be deemed to suffer from Conflict of Interest for the purpose hereof.

4.11.6 The Selected Bidder shall not have a Conflict of Interest as per the terms of the Agreement.

4.12 Number of Proposals

No Bidder or its associate shall submit more than one application for the consultancy. A Bidder applying individually or as an associate shall not be entitled to submit another application either individually.

4.13 Cost of Proposal

The Bidders shall be responsible for all of the costs associated with the preparation of their proposals and their participation in the selection process including subsequent negotiation, visits to the Authority, Project site etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the selection process.

4.14 Visit to the Authority and verification of information

Bidders are encouraged to submit their respective proposals after visiting the office of the Authority and ascertaining for themselves the availability of documents and other data with the Authority, Applicable Laws and regulations or any other matter considered relevant by them.

4.15 Acknowledgement by Bidder

4.15.1 It shall be deemed that by submitting the proposal, the Bidder has:

- (a) made a complete and careful examination of the RFP;
- (b) received all relevant information requested from the Authority;
- (c) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred above;
- (d) satisfied itself about all matters, things and information, including matters referred above, necessary and required for submitting an informed Application and performance of all of its obligations there under;
- (e) acknowledged that it does not have a Conflict of Interest; and
- (f) agreed to be bound by the undertaking provided by it under and in terms hereof.

4.15.2 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 or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

4.16 Right to reject any or all Proposals

4.16.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any proposal and to annul the selection process and reject all proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor.

4.16.2 Without prejudice to anything contained in this RFP, the Authority reserves the right to reject any Proposal if:

- (a) at any time, a material misrepresentation is made or discovered, or
- (b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the proposal.

Misrepresentation/ improper response by the Bidder may lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the proposals have been opened and the highest-ranking Bidder gets disqualified / rejected, then the Authority reserves the right to consider the next best Bidder, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the selection process.

5. Documents to be submitted by bidder:

Appendix – I: Technical Proposal

- Form 1 : Letter of Proposal
- Form 2 : Particulars of the Bidder
- Form 3 : Statement of Legal Capacity
- Form 4 : Power of Attorney
- Form 5 : Financial Capacity of the Bidder
- Form 6 : Particulars of Key Personnel
- Form 7 : Abstract of Eligible Assignments of the Bidder
- Form 8 : Abstract of Eligible Assignments of Key Personnel
- Form 9 : CVs of Professional Personnel
- Form 10 : Format for Bid Security
- Form 11 : Description of Approach, Methodology and Work Plan
- Form 12 : Work Schedule and Planning for Deliverables
- Form 13 : Checklist for consultants

Appendix – II: Financial Proposal

- Form 1 : Covering Letter
- Form 2 : Financial Proposal

5.2 Clarifications

5.2.1 Bidders requiring any clarification on the RFP may send their queries to the Authority in writing before the date mentioned in the schedule of selection process. The envelopes shall clearly bear the following identification:

“Queries/Request for additional information concerning RFP for selection of consulting firm for conducting a study and developing a comprehensive logistics plan for the pharmaceuticals and medical devices sectors, for both international and domestic streams”

The Authority shall endeavour to respond to the queries within the period specified therein but no later than 7 (seven) days prior to the PDD.

5.2.2 The Authority reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing shall be construed as obliging the Authority to respond to any question or to provide any clarification.

5.3 Amendment of RFP

5.3.1 At any time prior to the deadline for submission of proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP document by the issuance of addendum/ amendment and posting it on the official website and by conveying the same to the prospective Bidders

5.3.2 All such amendments will be notified in writing through e-mail to all Bidders. The amendments will also be posted on the official website along with the revised RFP containing the amendments and will be binding on all Bidders.

5.3.3 In order to afford the Bidders a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the PDD

6. PREPARATION AND SUBMISSION OF PROPOSAL

6.1 Language

The Proposal with all accompanying documents (the “**Documents**”) and all communications in relation to or concerning the selection process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the proposal unless specifically asked for and in case any of these documents is in another language, it must be accompanied by an accurate translation of all the relevant passages in English, in which case, for all purposes of interpretation of the proposal, the translation in English shall prevail.

6.2 Format and signing of Proposal.

6.2.1 The Bidder shall provide all the information sought under this RFP. The Authority would evaluate only those proposals that are received in the specified forms and complete in all respects.

6.2.2 The Bidder shall submit the proposal both technical and financial online except for the EMD which are required to be submitted online as well as in original hard copy as part of technical proposal in sealed envelopes. Non submission of original hard copies of aforesaid two instruments shall make the Bids liable for rejection.

6.2.3 The proposal shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder before submitting online. All the alterations, omissions, additions, or any other amendments made to the proposal shall be initiated by the person(s) signing the proposal. The proposals must be properly signed by the authorized representative (the “**Authorised Representative**”) as detailed below:

- (a) by the proprietor, in case of a proprietary firm; or
- (b) by a partner, in case of a partnership firm and/or a limited liability partnership; or
- (c) by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation; or
- (d) A copy of the Power of Attorney certified by a notary public in the form specified in Appendix-I (Form-4) shall accompany the Proposal (if required).

6.2.4 Bidders should note the PDD, as specified, for submission of proposals.

Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of documents received by the closing time of PDD. Bidders will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected.

6.3 Technical Proposal

6.3.1 Bidders shall submit the technical proposal online as per the formats specified at Appendix-I (the “**Technical Proposal**”).

6.3.2 While submitting the Technical Proposal, the Bidder shall, in particular, ensure that:

- (a) all forms are submitted in the prescribed formats and signed by the prescribed signatories;
- (b) power of attorney, if applicable, is executed as per applicable laws;
- (c) Curriculum Vitae (CVs) of all Key Personnel have been included;
- (d) Key personnel have been proposed only if they meet the conditions of eligibility laid down in the RFP;
- (e) no alternative proposal for any key personnel is being made and only one CV for each position has been furnished;
- (f) the CVs have been recently signed and dated, in blue ink by the respective personnel and countersigned by the Bidder. Photocopy or unsigned / countersigned CVs shall be rejected;
- (g) the CVs shall contain an undertaking from the respective key personnel about his/her availability for the duration specified in the RFP;
- (h) Key personnel proposed have good working knowledge of English language;
- (i) Key personnel would be available for the period indicated in the ToR;
- (j) The copy of EMD and document fee to be submitted online and original hard copies to be submitted on or before PDD in terms hereof.

6.3.3 Failure to comply with the requirements spelt out here shall make the proposal liable to be rejected.

6.3.4 If an individual key personnel makes a false averment regarding his qualification, experience or other particulars, he shall be liable to be debarred for any future assignment of the Authority for a period of 3 (three) years. The award of this consultancy to the Bidder may also be liable to cancellation in such an event.

6.3.5 The Technical Proposal shall not include any financial information relating to the financial proposal.

6.3.6 The proposed team shall include experts and specialists (the “**Professional Personnel**”) in their respective areas of expertise and managerial/support staff (the “**Support Personnel**”) such that the consultant should be able to complete the consultancy within the specified time schedule. The key personnel specified shall be included in the proposed team of professional personnel. The team shall comprise other competent and experienced professional personnel in the relevant areas of expertise (where applicable) as required for successful completion of this consultancy. The CV of each such professional personnel, if any, should also be submitted in the format at Form-10 of Appendix-I.

6.3.7 The Authority reserves the right to verify all statements, information and documents, submitted by the Bidder in response to the RFP. Any such verification or the lack of such verification by the Authority to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

6.3.8 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 eligibility 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 either by issue of the LOA or entering into of the Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, 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 without the Authority being liable in any manner whatsoever to the Selected Bidder or Consultant, as the case may be.

In such an event, the Authority shall forfeit and appropriate the EMD, if available, as mutually agreed pre-estimated compensation and damages payable to the Authority for, *inter alia*, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

6.4 Financial Proposal

6.4.1 Applicants shall submit the financial proposal in the formats at Appendix-II (the “Financial Proposal”) clearly indicating the total cost of the consultancy in both figures and words, in Indian Rupees, and signed by the applicant’s authorized representative. The bid of the consultancy will be treated as unresponsive in case of a mismatch while quoting financial cost between figure and words.

6.4.2 The rates quoted shall be firm throughout the period of performance of the assignment up to and including acceptance of the deliverables by the Authority and discharge of all obligations of the consultant under the agreement.

6.4.3 While submitting the financial proposal, the Bidder shall ensure the following:

(i) All the costs associated with the assignment shall be included in the financial proposal. These shall normally cover remuneration for all the key personnel (expatriate and resident, in the field, office etc.), survey, interview, administrative & documentation cost, contingency, travel cost for survey/ workshop etc. The total amount indicated in the financial proposal shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the financial proposal, it shall be considered as nonresponsive and liable to be rejected.

(ii) The financial proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the financial proposal. Further, all payments shall be subject to deduction of taxes at source as per applicable laws.

6.5 Submission of Proposal

- I. A two staged bid system will be followed for this RFP with QCBS system selection as per GFR, 2017. The two proposals to be submitted by bidders are –
 - a. Technical proposal and
 - b. Financial proposal
- II. The bid document is available online on the CPP portal [<https://eprocure.gov.in/cppp/>] This can also be downloaded from the Department's website, viz [<https://pharma-dept.gov.in/>]. Before submitting the proposal, the Bidder shall mandatorily register and enlist themselves on the e-procurement portal and procure the digital signature as required for submission of the proposal. The scanned copy of EMD/bid security shall be uploaded along with technical proposal. In case, original hard copy of bid security/EMD is not submitted, the Proposal will be considered as not responsive and be rejected.
- III. The proposal are to be submitted on or before the last date and time of proposal submission. Proposals received in any other form after due date and time will not be accepted and may lead to rejection of the Proposal.
- IV. Details of the process for submission is provided in this RFP
- V. The Bidder should take into account any corrigendum to this RFP document that may have been published before submitting their proposals.
- VI. Please note that prices must not be indicated in the technical bid and must only be indicated in the financial bid. In case any Bidder submits prices or any other financial information in technical bid then the bids of such bidders will be summarily rejected by the Authority.
- VII. The technical bid and financial bid should be complete documents and should be submitted online separately as per their respective format specified in this RFP. All the pages of the bid must be sequentially numbered and must contain the list of contents with page numbers. Bidders are required to submit all details as per the formats given in the RFP document only. Any deficiency in documentation may result in the rejection of the bid at the sole discretion of the Authority.
- VIII. The Bidders are requested to go through the RFP document carefully to understand the documents required to be submitted and the process to be followed as a part of the proposal. Any deviations may lead to rejection of the proposal.
- IX. The Bidder should try to submit the proposal well before the last date and time and hence to avoid any inconvenience at the last moment. The Bidder will not be allowed to submit the proposal after the bid submission time.
- X. Each document submitted by the bidder in technical and financial proposals must be duly signed by the authorized signatory as per RFP (Authorized Signatory and Authentication of Bids)

6.6 Proposal Due Date

6.6.1 Proposal should be submitted before 1700 hrs on the PDD

6.6.2 The Authority may, in its sole discretion, extend the PDD by issuing an addendum uniformly for all Bidders.

6.7 Late Proposals

Proposals received by the Authority after the specified time on PDD shall not be eligible for consideration and shall be summarily rejected.

6.8 Modification/ substitution/ withdrawal of Proposals

6.8.1 The Bidder may modify, substitute, or withdraw its proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by the Authority prior to PDD. No proposal shall be modified, substituted, or withdrawn by the Bidder on or after the PDD.

6.8.2 The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

6.8.3 Any alteration / modification in the Proposal or additional information or material supplied subsequent to the PDD, unless the same has been expressly sought for by the Authority, shall be disregarded.

6.9 Earnest Money Deposit/ Bid Security

The Bidder shall furnish as part of its Proposal, a bid security of of Rs. 10 lakh. The bid security will be accepted in the form of Insurance Surety Bonds Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee (including e-Bank Guarantee) from any of the Commercial Banks or payment online in an acceptable form, safeguarding the Authority's interest in all the respect. the format specified at Form 11 of this RFP in favour of Pay & Accounts Office (PAO), Department of Pharmaceuticals and payable at New Delhi (the "Bid Security"), returnable not later than 45 (forty five) days from PDD except in case of the second highest ranked Bidders. In the event, the first ranked Bidder commences the assignment, the second ranked Bidder, who has been kept in reserve, shall be returned its Bid Security forthwith, but in no case would it be later than 120 (one hundred and twenty) days from PDD. The Selected Bidder's Bid Security shall be returned, upon the Bidder signing the Agreement and submitting the Performance Security as per the terms of the Agreement. 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, inclusive of 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.

Any Bid not accompanied by the Bid Security shall be rejected by the Authority as non-responsive. The Bid Security submitted in Bank Guarantee shall be in format as prescribed in Form 11 of Appendix I.

The Authority shall not be liable to pay any interest on the Bid Security and the same shall be interest free.

The Bidder, by submitting its Application pursuant to this RFP, shall be deemed to have

acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, inter alia, the time, cost and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:

- (a) If a Bidder submits a non-responsive Proposal.
- (b) If a Bidder engages in any of the Prohibited Practices specified in Section 4 of this RFP;
- (c) If a Bidder withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Bidder from time to time.
- (d) In the case of the Selected Bidder, if the Bidder fails to reconfirm its commitments during negotiations.
- (e) In the case of a Selected Bidder, if the Bidder fails to sign the Agreement or commence the assignment as specified; or
- (f) If the Bidder is found to have a Conflict of Interest as specified.

6.10 Performance Security:

In accordance with the provisions of the General Financial Rules (GFR) 2017, the selected bidder shall be required to furnish a Performance Security for the due performance of the contract. The Performance Security shall be for an amount equivalent to 5% of the total contract value, as specified in the Letter of Award, and shall be submitted in the form of Insurance Surety Bond Account-Payee Demand Draft, Fixed Deposit Receipt from Commercial bank, Bank Guarantee (including e-Bank Guarantee) from the Commercial bank or online payment in an acceptable form safeguarding the Authority's interest in all respect. Performance Security will be remain valid for a period of sixty days beyond the date of completion of all contractual obligations.

The Performance Security is intended to secure the satisfactory performance of the obligations under the contract and may be invoked by the Authority in case of breach of contract, non-performance, or failure to meet the contractual obligations by the selected bidder.

The Performance Security shall be released only after the successful completion of the contract and certification of satisfactory performance by the Authority.

7. EVALUATION PROCESS

7.1 Evaluation of Proposals

7.1.1 The Authority shall open the technical proposals at 11.00 AM, 7 days after PDD, at the place specified and in the presence of the Bidders who choose to attend. The "financial proposal" shall be opened at a later date.

7.1.2 Proposals for which a notice of withdrawal has been submitted in accordance with shall not be opened.

7.1.3 Prior to evaluation of proposals, the Authority will determine whether each proposal is responsive to the requirements of the RFP. A proposal shall be considered responsive only if:

- a. the Technical Proposal is received in the form specified at Appendix-I;
- b. it is received by the PDD including any extension thereof;
- c. it is signed, sealed, bound together in hard cover and marked as stipulated;
- d. it is accompanied by the Power of Attorney as specified;
- e. it is accompanied by the EMD as specified;
- f. it contains all the information (complete in all respects) as requested in the RFP;
- g. it does not contain any condition or qualification; and
- h. it is not non-responsive to the terms/requirements hereof.

7.1.4 The Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.

7.1.5 The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process as specified in this RFP and the criteria set out therein.

7.1.6 After the technical evaluation, the Authority shall prepare a list of pre-qualified Bidders for opening of their Financial Proposals. A date, time and venue will be notified to all Bidders for announcing the result of evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of pre-qualified Bidders along with their Technical Scores will be read out. The opening of Financial Proposals shall be done in presence of respective representatives of Bidders who choose to be present. The Authority will not entertain any query or clarification from Bidders who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out as per the criteria specified.

7.1.7 Bidders are advised that Selection shall be entirely at the discretion of the Authority.

Bidders shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.

7.1.8 Any information contained in the Proposal 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 Consultancy is subsequently awarded to it.

7.2 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the

selection of Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to matters arising out of, or concerning the Selection Process. The Authority shall treat all information, submitted as part of the Proposal, in confidence and shall 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 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.

7.3 Clarifications

7.3.1 To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Bidder regarding its Proposal. 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.

7.3.2 If a Bidder does not provide clarifications sought within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal 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.

CRITERIA FOR EVALUATION

7.4 Evaluation of Technical Proposals

7.4.1 In the first stage, the technical proposal will be evaluated on the basis of Bidder's experience, its understanding of ToR, proposed methodology and work Plan, and the experience of key personnel. Only those Bidders whose technical proposals score 50 (fifty) points or more out of 70 shall be ranked as per score achieved by them, from highest to the lowest technical score (S).

7.4.2 The scoring criteria to be used for evaluation shall be as follows:

Technical Evaluation – Project Experience (20 Marks)			
S.No.	Evaluation Criteria	Requirements	Score
1	<p>Case Studies Around Logistics/ Supply Chain/ Trade</p> <p>Detailed case studies for Government /Public Sector/Multilateral agencies for assignments completed in last 5 years around sectoral strategy formulation for supply chain strengthening OR</p> <p>Supporting formulation / assessment of governmental programs aimed at logistics efficiency enhancements</p>	<p>2 assignments worth INR 2 crore each</p> <p>OR</p> <p>4 assignments worth INR 50 Lakh each (totalling INR 2 Crore)</p>	(Total: 10 marks)
2	<p>Case Studies Around Pharmaceutical /Medical Devices Sector</p> <p>Detailed case studies for private sector demonstrating experience in logistics/ transformation/ supply chain strategy in pharmaceuticals/ medical device sector completed in last 5 years.</p>	<p>2 assignments worth INR 2 crore each</p> <p>OR</p> <p>4 assignments worth INR 1 crore each</p>	(Total: 10 marks)
Technical Evaluation –Team (20 Marks)			
S.No.	Evaluation Criteria	Requirements	Score
1	<p>Project/ Team Leader (Minimum Number: 1)</p>	<ul style="list-style-type: none"> Project Team Lead should have MBA/PGDM and minimum 15+ years of work experience in consulting in relevant industry/ sector bringing global expertise. 	<ul style="list-style-type: none"> 5.5 marks (qualification + relevant experience / projects)
2	<p>Project Manager (Minimum Number: 1)</p>	<ul style="list-style-type: none"> 7-10+ years' experience in project management expertise AND a) Supply Chain/ Logistics OR b) Pharmaceutical's / Medical Devices 	<ul style="list-style-type: none"> 5.5 marks (qualification + relevant experience / projects)

3	Domain Expert / Subject Matter Experts (SMEs) (Minimum Number: 3)	<ul style="list-style-type: none"> • Pharma/Medical Devices SMEs: Sectoral Expertise (12+ years each) • Logistics SME: Logistics / supply chain strategy (12+ years) • Trade SME: Trade Analysis & Forecasting (12+ years) 	<ul style="list-style-type: none"> • 5.5 marks (qualification + (relevant experience / projects)
4	Core Team (Minimum Number: 3)	<ul style="list-style-type: none"> • Pharma expert: 5+ years' experience + AND / OR Master's degree / MBA. • Med-tech expert: 5+ years' experience + AND/ OR Master's/MBA. • Logistics expert: 5+ years' experience + AND/ OR Master's/MBA. 	<ul style="list-style-type: none"> • 3.5 marks (qualification + (relevant experience / projects)

Approach and Methodology Evaluation – Presentation (30 Marks)

S.No.	Evaluation Criteria	Requirements	Score
1	Understanding detailed Approach & Methodology to gain insights into proposed plan to develop SPEL for Pharmaceuticals and Medical Devices	<p>Bidders will be evaluated on the adequacy of the proposed methodology and work plan in form of the detailed presentation to authority:</p> <ul style="list-style-type: none"> • Understanding of the project, its purpose, scope, key challenges along with the bidder's relevant skill sets, pertinent capabilities, proprietary consulting tools. • Comprehensive and robust project approach including detailed approach and methodology, overall implementation strategy, Global benchmarking, project management and governance mechanism existing tools, IP and assets, and illustrations from related project experience including global work relevant to the current RFP. 	30 Marks

		<ul style="list-style-type: none"> • Work Plan (including deliverables and schedule) 	
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Clarification:

- (4) Evaluation of Project experience: The assessment of project experience submitted by the bidder shall be undertaken with specific reference to its relevance to the objectives and scope of the study.
- (5) Evaluation of Proposed Team: The evaluation of the proposed team shall be carried out based on their academic qualifications and demonstrable prior project experience, commensurate with the nature and scope of this study.
- (6) Team Composition: A bidder may propose multiple team members under the respective sub-categories; however, the proposed team composition shall be treated as final and shall not be subject to alteration or substitution subsequent to award of contract, except with prior written approval of the Authority. Domain experts or Support Team may be proposed and engaged by the bidder either directly or through arrangements with Joint Ventures (JV), consortia, or sub-consultants, provided that such arrangements are clearly disclosed at the time of submission of the proposal. The qualifications and experience of such domain experts shall be duly considered during evaluation, subject to compliance with all other terms and conditions of this RFP.
- (7) Presentation Requirement: The presentation (PowerPoint) shall provide comprehensive insights into the bidder’s understanding of the problem statement (basis inputs shared at EOI stage) and shall delineate a structured approach and methodology to address the same.

The combined score will be summing total of technical score and financial score.

7.5 Short-listing of Bidders

Bidders will be shortlisted based on the technical scores above 50 marks. Those bidders who qualify in technical bid, only their financial bids shall be opened.

7.6 Evaluation of Financial Proposal

7.6.1 Financial Proposals will be opened only of those bidders who score 50 or more marks in technical evaluation.

7.6.2 Financial proposal will be examined to see whether the same is in accordance with the prescribed terms of the RFP.

7.6.3 The Authority will determine whether the financial proposals are complete, unqualified and unconditional. The cost indicated in the financial proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfill its obligations as per the agreement within the total quoted price shall be that of the Consultant. The lowest quote in the financial proposal (F_M) will be given a financial score (S_F) of XX points. The financial scores of other Proposals will be computed as follows:

$$S_F = XX \times F_M/F$$

(F = Amount of Financial Proposal)

7.7 Combined and Final Evaluation

The evaluation of the bids shall be based on Quality and Cost Based Selection (QCBS). Proposals will finally be ranked according to their combined score (S) derived from technical (S_T) and financial (S_F) scores as follows:

$$S = S_T + S_F$$

The Selected Bidder shall be the first ranked Bidder (having the highest combined score S). The second ranked Bidder shall be kept in reserve and may be invited for negotiations in case the first ranked Bidder withdraws or fails to comply with the requirements specified, as the case may be.

7.8 Correspondence with 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. 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. 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 APPOINTMENT OF CONSULTANT

8.1 Negotiations

8.1.1 The Selected Bidder may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the Consultant under this RFP. Issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations. A Key Personnel who did not score 70% (seventy per cent) marks as required shall be replaced by the Bidder with a better candidate to the satisfaction of the Authority. In case the Selected Bidder fails to reconfirm its commitment, the Authority reserves the right to designate the next ranked Bidder as the Selected Bidder and invite it for negotiations.

8.1.2 The Authority will examine the CVs of all other Professional Personnel and those not found suitable shall be replaced by the Bidder to the satisfaction of the Authority.

8.1.3 The Authority will examine the credentials of the Bidder for this Consultancy and

those not found suitable shall be replaced by the Selected Bidder to the satisfaction of the Authority.

8.2 Substitution of Key Personnel

The Authority will not normally consider any request of the Selected Bidder for substitution of the Experts as the ranking of the Bidder is based on the evaluation of the Expert and any change therein may upset the ranking. Substitution will, however, be permitted in exceptional circumstances if ANY Expert is not available for reasons of any incapacity or due to health or due to leaving the job subject to the following conditions:

- i) Any replacement should be as well qualified or better qualified than the person being replaced;
- ii) The remuneration should not be more than that was agreed upon for the person being replaced;
- iii) The consultant/ service provider should bear all costs arising out of or incidental to the replacement (such as airfares for the substitute expert).
- iv) Such substitution may ordinarily be limited to not more than 30% of total key personal, subject to equally, or better, qualified and experienced personnel being provided to the satisfaction of the procuring entity.
- v) Replacement of first 10% of key personnel will be subject to reduction of remuneration. The remuneration is to be reduced by 5% of the remuneration which would have been paid to the original personal, from the date of the replacement till completion of contract.
- vi) In case of the next 10% replacement, the reduction in remuneration may be equal to 10% (ten percent) and for the third 10% replacement such reduction may be equal to 15% (fifteen percentage).

8.3 Award of Consultancy

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 7 (seven) 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, cancel the LOA and the next highest-ranking Bidder may be considered.

8.4 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Agreement within the period prescribed. The Selected Bidder shall not be entitled to seek any deviation in the Agreement.

8.5 Commencement of Assignment

The Consultant shall commence the Consultancy within seven days of the date of the Agreement, or such other date as may be mutually agreed. If the Consultant fails to either sign the Agreement or commence the assignment as specified herein, the Authority may invite the

second ranked Bidder for negotiations. In such an event, the LOA or the Agreement, as the case may be, may be cancelled / terminated.

8.6 Proprietary data

Subject to the provisions of this RFP, all documents and other information provided by the Authority or submitted by a Bidder to the Authority shall remain or become the property of the Authority. Bidders and the Consultant, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Consultant to the Authority in relation to the Consultancy shall be the property of the Authority. All analysis, data insights, reports, findings coming out of this survey may be submitted to Authority.

9. FRAUD AND CORRUPT PRACTICES

9.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “**Prohibited Practices**”) in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder’s Proposal.

9.2 Without prejudice to the rights of the Authority hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if a Bidder or Consultant, 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 Selection Process, or after the issue of the LOA or the execution of the Agreement, such Bidder or Consultant 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 or Consultant, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

9.3 For the purpose of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

(a) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection 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 Selection Process or the LOA or has dealt with matters concerning the Agreement 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 Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;

(b) “**fraudulent practice**” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

(c) “**coercive practice**” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;

(d) “**undesirable 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 Selection Process; or (ii) having a Conflict of Interest; and

(e) “**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 Selection Process.

10 MISCELLANEOUS

10.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the State 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 Selection Process.

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

(a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;

(b) consult with any Bidder in order to receive clarification or further information;

(c) retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Bidder; and/or

(d) 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.

10.3 It shall be deemed that by submitting the Proposal, the Bidder agrees and releases 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 herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

10.4 All documents and other information supplied by the Authority or submitted by a Bidder shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Bidders are required to treat all such documents and information as strictly confidential.

10.5 The Authority reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.

10.6 Financial quote shall be inclusive of all out of pocket expenses like local taxi, conveyance, food etc.

APPENDICES

APPENDIX-I

TECHNICAL PROPOSAL

Form-1

Letter of Proposal

(On Bidder's letter head)

(Date and Reference)

To,

Ms. Gunjan Verma
Director, Department of Pharmaceuticals

Sub: Selection of Consulting Firm for selection of consulting firm for conducting a study and developing a comprehensive logistics plan for the pharmaceutical and medical devices sector, for both international and domestic streams

Dear Sir,

1. With reference to your RFP Document dated, I/We, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Consultant (the “**Consultant**”) as consulting firm for selection of consulting firm for conducting a study and developing a comprehensive logistics plan for the pharmaceutical and medical devices sector, for both international and domestic streams.

2. I/We acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Consultant, and we certify that all information provided in the Proposal and in the Appendices is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.

3. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.

4. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.

5. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

6. I/We certify that in the last three years, we or any of our 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 against the Bidder.

7. I/We declare that:

(a) I/We have examined and have no reservations to the RFP Documents, including any

Addendum issued by the Authority;

(b) I/We do not have any conflict of interest in accordance with Clause 4.11 of the RFP Document;

(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 Clause 9 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Clause 9 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Bidders in accordance with provisions of the RFP document.

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

10. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.

11. 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 [and/ or the Government of India] in connection with the selection of consultant or in connection with the Selection Process itself in respect of the above-mentioned Project.

12. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.

13. I/We agree to keep this offer valid for 180 (one hundred eighty) days from the PDD specified in the RFP.

14. A Power of Attorney in favor of the authorized signatory to sign and submit this Proposal and documents is attached herewith in Form 4.

15. In the event of my/our firm being selected as the Consultant, I/we agree to enter into an Agreement in accordance with the draft provided. We agree not to seek any changes in the aforesaid form and agree to abide by the same.

16. In the event of my/our firm being selected as the Consultant, I/we agree and undertake to provide the services in accordance with the provisions of the RFP and Terms of Reference.

17. I/We have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Agreement, 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 concerning or relating to the Selection Process including the award of Consultancy.

18. The Financial Proposal is being submitted online separately. This Technical Proposal read with the Financial Proposal as submitted online shall constitute the Application which shall be binding on us.

19. I/We agree and undertake to abide by all the terms and conditions of the RFP Document.

20. The Bid Security in accordance with this RFP is submitted.

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

Yours faithfully,

(Signature, name and designation of the authorised signatory) (Name and seal of the Bidder)

APPENDIX-I

Form-2

Particulars of the Bidder

1.1	Title of Consultancy:
1.2	Title of Project:
1.3	State whether applying as Sole Firm: Sole Firm / Partnership/ JV/ Subcontracting
1.4	State the following: Name of Firm: Legal status (e.g. sole proprietorship or partnership): Country of incorporation: Registered address: Year of Incorporation: Year of commencement of business: Principal place of business: Name, designation, address and phone numbers of authorised signatory of the Bidder: Name: Designation: Company:

Address:

Phone No.:

Fax No. :

E-mail address:

(Signature, name and designation of the authorised signatory)

For and on behalf of

APPENDIX-I

Form-3

Statement of Legal Capacity

(To be forwarded on the letter head of the Bidder)

Ref. Date:

To,

Dear Sir,

Sub: RFP for Selection of Consultancy for conducting a study and developing a comprehensive logistics plan for the pharmaceutical and medical devices sector, for both international and domestic streams

I hereby confirm that we, the Bidder satisfy the terms and conditions laid down in the RFP document.

I have agreed that (insert individual's name) will act as our Authorised Representative and has been duly authorized to submit our Proposal. Further, the authorised signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorised signatory

For and on behalf of

** Please strike out whichever is not applicable*

APPENDIX-I

Form-4

Particulars of Key Personnel

S. No.	Designation of Key Personnel	Name	Educational Qualification	Length of Professional Experience	Present Employment		No. of Eligible Assignments*
					Name of Firm	Employed Since	
1	2	3	4	5	6	7	8
1.							
2.							
3.							

APPENDIX-I Form-5@

Abstract of Eligible Assignments of Key Personnel

Name of Key Personnel:

Designation:

S. No	Name of Project*	Name of Client	Estimated cost of project (in Rs. cr./ US\$ million)	Name of firm for which the Key Personnel Worked	Area/ Type of Consultancy	Designation of the Key Personnel on the assignment, Part time /full time assignment	Date of completion of the assignment
(1)	(2)	(3)	(4)	(5)		(6)	(7)
1							
2							
3							
4							
5							

@ Use separate Form for each Key Personnel.

* The names and chronology of projects included here should conform to the project-wise details submitted in Form-10 of Appendix-I.

APPENDIX-I

Form-9

Curriculum Vitae (CV) of Professional Personnel

1. Proposed Position:
2. Name of Personnel:
3. Date of Birth:
4. Nationality:
5. Educational Qualifications:
6. Employment Record:

(Starting with present position, list in reverse order every employment held.)

Certification:

- 1 I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.
- 2 I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes my qualifications, my experience and me.

Place.....

(Signature and name of the Professional Personnel)

(Signature and name of the authorised signatory of the Bidder)

Notes:

- 1 The names and chronology of assignments included here should conform to the project-wise details submitted in Form-8 of Appendix-I.
- 2 Each page of the CV shall be signed in ink by both the Personnel concerned and by the Authorised Representative of the Bidder firm along with the seal of the firm. Photocopies will not be considered for evaluation.

-

APPENDIX-I

Form-10

Bid Security

(To be executed on Stamp paper of appropriate value)

B.G. No.

Dated:

In consideration of you, the----- (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 provisions of the Companies Act, 1956/2013 or Applicable Laws of the country of incorporation} and having its registered office at (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 project related to the _____ (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 Bank (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) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. 50,00,000/- (Rupees Fifty lakhs only) as bid security (hereinafter referred to as the “**Bid Security**”) 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 (“**Guarantee**”).

1. 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.
2. 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, *inter alia*, the failure of the Bidder to:

- a. keep its Bid valid and open during the Bid validity period, as set forth in the said Bidding Documents, for any reason whatsoever.
 - b. sign the Letter of Award and/or the Service Agreement, within the specified time limit;
 - c. furnish the Performance Security within the period prescribed in the Service Agreement;
3. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding **Rs. 50,00,000/- (Rupees Fifty lakhs only)**.
4. This Guarantee shall be irrevocable and remain in full force for a period of one hundred and fifty (180) days from the Bid Due Date inclusive of a claim period of sixty (60) days or for such extended period as may be mutually agreed between 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.
5. 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. 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.
6. 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.
7. 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.

8. 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.
9. 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.
10. 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.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

Signed and delivered by _____ Bank

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

(Signature of the authorized Signatory)

(Official Seal)

APPENDIX-I

Form-11

Description of Approach, Methodology and Work Plan

(To be submitted as part of Technical Proposal)

(on Bidder's Letter-head)

Consultant's Name _____

[Address and Contact Details]

Consultant's Reference No. _____

Date.....

A description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training if the Terms of Reference specify training as a specific component of the assignment.

[Suggested structure of your Response:]

a) Technical Approach and Methodology

{Please explain your understanding of the objectives as outlined in the ToR and also highlight its important aspects and may supplement various requirements of the ToR, also make precise suggestions if it considers this would bring more clarity and assist in achieving the Objectives laid down in the ToR. Please do not repeat/copy the ToRs here.}

b) Work Plan.

{Please outline the methodology for carrying out this assignment, its approach toward achieving the Objectives laid down in the ToR. The Applicant will submit a brief write up on its proposed team and organization of personnel explaining how different areas of expertise needed for this assignment have been fully covered by its proposal. The Applicant should specify the sequence and locations of important activities, and provide a quality assurance plan for carrying out the Consultancy Services. A list of the final documents (including reports) to be delivered as final output(s) should be included here}.

.....

(Signature with date)

.....

(Name and designation)

Duly authorized to sign Proposal for and on behalf of

.....

[Name, address, and seal of Consultant]

APPENDIX-I

Form 12

Work Schedule and Planning for Deliverables^[1]

*(To be submitted as part of Technical Proposal) (on
Consultant's Letterhead)*

Consultant's Name _____

[Address and Contact Details]

Consultant's Reference No. _____ Date.....

{Please outline the Plan for implementing the main activities/ tasks of the assignment, their content and duration, phasing and interrelations, milestones, and tentative delivery dates of the deliverables. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the ToR, and the ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}

N°	Deliverables ²	Months/ Quarters ³						
		1	2	3	4	5	6	Total

APPENDIX-I

Form 13

Checklist for Consultants

(To be submitted as part of Technical Proposal)

(on Consultant's Letter-head)

Consultant's Name _____

[Address and Contact Details]

Consultant's Reference No. _____ Date.....

Note to Consultants: This checklist is merely to help the Consultants prepare their Proposals; it does not override or modify the tender requirement. Consultants must do their own due diligence also.

Sr	Documents submitted, duly filled, signed	Yes/ No/ NA
Technical Proposal		
1.	Form 1	
2.	Form 2	
3.	Form 3	
4.	Form 4	
5.	Form 5	
6.	Form 6	
7.	Form 7	

8.	Form 8	
9.	Form 9	
10.	Form 10	
11.	Form 11	
12.	Form 12	
14.	Financial Proposal was separately uploaded	

APPENDIX-II
FINANCIAL PROPOSAL

Form-1

Covering Letter

(Indicative ONLY; To be submitted in the BOQ available online only)

(Date and Reference)

To,

Dear Sir,

Subject: RFP for Selection of Consultancy for conducting a study and developing a comprehensive logistics plan for the pharmaceutical and medical devices sector, for both international and domestic streams.

I/We,.....(Bidder's name) herewith enclose the Financial Proposal for selection of my/our firm as Consultant for conducting a study and developing a comprehensive logistics plan for the pharmaceutical and medical devices sector, for both international and domestic streams.

I/We agree that this offer shall remain valid for a period of 60 days from the Proposal Due

Date or such further period as may be mutually agreed upon. Yours

faithfully,

(Signature, name and designation of the authorized signatory)

Note: *The Financial Proposal is to be submitted strictly as per forms given in the RFP.*

APPENDIX-II

Form-2

Financial Proposal

(Indicative ONLY; To be submitted/filled in the BOQ available Online)

S. No	Item	Taxes as applicable	Total cost
1.	Total cost of consultancy including all expenses		

Note:

1. The financial evaluation shall be based on the above Financial Proposal. The total Amount in the above table, therefore, be the amount for purposes of evaluation.
2. No Escalation on any account will be payable on the above amounts.
3. All payments shall be made in Indian Rupees and shall be subject to applicable Indian laws withholding taxes if any.

Authorized Signature

Name:.....

Designation.....

Name of Firm.....

Address: