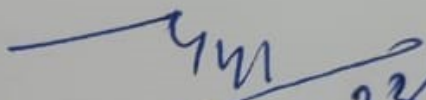


Extension of Last Date of Bid Submission

As requested by bidders, the last date for submission of Bids for the "RFP for selection of Chartered Accountants Firm as Financial Consultant for upcoming Bulk Drug Park in Distt. Una, Himachal Pradesh" has been extended to 05.09.2023.

  
(Tilak Raj Sharma) 23/8

Addl. Director Industries,  
Govt. of Himachal Pradesh.

**Request for Proposal (RFP)**  
**for**  
**Selection of Chartered Accountants Firm (CA Firm)**  
**as Financial Consultants**  
**for upcoming**  
**Bulk Drug Park in District Una, Himachal Pradesh**



**Directorate of Industries,**  
**Government of Himachal Pradesh,**  
**Majitha House, Shimla 171002**  
**0177-2625240**

**DIRECTORATE OF INDUSTRIES**  
**GOVERNMENT OF HIMACHAL PRADESH**

## NOTICE INVITING TENDER

DATED 10.08.2023

The Director, Directorate of Industries (DoI), Government of Himachal Pradesh invites technical and financial proposals from reputed and experienced Chartered Accountant Firms possessing prior experience of working with Central Government and various State Governments as consultants on different projects, for the **Selection of Chartered Accountants Firm (CA Firm) for upcoming Bulk Drug Park in District Una, Himachal Pradesh.**

The RFP Document can be downloaded from the e-tender portal <https://hptenders.gov.in/>. The cost of RFP document is INR 5,000/- + 18% GST is to be submitted vide crossed Demand Draft on any Nationalized Bank/ Scheduled Bank in favour of the Directorate of Industries (DoI), payable at Shimla.

The RFP document contain details about scope of work, expectations from consultant, bidding procedure and also contains the format of the Agreement that will be executed with the successful bidder. Response to this RFP shall be deemed to have been done after careful study and examination of this document with the full understanding of its implications.

A pre-bid meeting shall be held on the date, time and place mentioned in the Fact Sheet. The interested firms are requested to attend the meeting to clarify the RFP's technical requirements and commercial conditions.

For further notice/corrigendum/addendum, the Bidders are advised to regularly visit the above-mentioned e-tender portal.

Issuer:  
The Director  
Directorate of Industries  
Majitha House  
Shimla, Himachal Pradesh, India 171002  
Phone: 0177-2625240  
Email: dirindus-hp@nic.in

## **Disclaimer**

The information contained in this Request for Proposal (hereinafter referred to as the "**RFP**") document or subsequently provided to Bidders(s), whether verbally or in documentary form or any other form by the Directorate of Industries (DoI), Government of Himachal Pradesh (herein after referred to as the "**Department**"), or by any of its employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP is neither an agreement nor an offer by the Department to the prospective Bidders or any other person. The purpose of this RFP document is to provide the Bidder(s) with information to assist in the formulation of Proposals. This RFP document does not purport to contain all the information each Bidder may require.

This RFP document may not be appropriate for all persons, and it is not possible for the Department, their employees or advisors to consider the business/investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice from appropriate sources.

The Directorate of Industries, its employees and advisors make no representation or warranty and shall incur 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 expenses which may arise from or to be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, reliability or completeness of the RFP document and any assessment, assumption, statement or information contained therein or deemed to form part for qualification of Bidder(s) and evaluation of Proposals of the Bidders for participation in the Bidding Process.

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

Department may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

The issue of this RFP does not imply that the Department is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the services and the Department reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

Contents

<b>1</b>	<b>FACT SHEET .....</b>	<b>6</b>
<b>2</b>	<b>BACKGROUND INFORMATION.....</b>	<b>7</b>
2.1	BACKGROUND .....	7
<b>3</b>	<b>ELIGIBILITY CRITERIA .....</b>	<b>10</b>
3.1	ELIGIBILITY REQUIREMENT FOR THE CA FIRMS.....	10
<b>4</b>	<b>INSTRUCTION TO THE BIDDER.....</b>	<b>11</b>
4.1	GENERAL CONDITIONS OF THE CONTRACT .....	11
4.2	DEFINITIONS .....	12
4.3	COMPLIANT TENDER/COMPLETENESS OF RESPONSE .....	12
4.4	BIDDER QUERIES & CLARIFICATIONS .....	12
4.5	KEY REQUIREMENT OF THE BID .....	13
4.6	PREPARATION AND SUBMISSION OF PROPOSAL .....	15
4.7	EVALUATION PROCESS.....	15
4.8	MODIFICATIONS AND WITHDRAWAL OF BIDS .....	16
4.9	PROPOSAL FORMS .....	16
4.10	LOCATION CONDITIONS .....	17
4.11	CONTACTING THE DIRECTORATE OF INDUSTRIES (DOI), GOVERNMENT OF HIMACHAL PRADESH .....	17
4.12	ELIGIBILITY CRITERIA.....	17
4.13	TENTATIVE SCHEDULE OF EVENTS .....	17
4.14	DECIDING AWARD OF CONTRACT .....	17
4.15	AWARD OF CONTRACT .....	18
4.16	CLARIFICATION .....	18
4.17	CONFIDENTIALITY .....	18
4.18	FEE FOR CONSULTANCY .....	19
4.19	MISCELLANEOUS .....	20
<b>5</b>	<b>SCOPE OF WORK.....</b>	<b>21</b>
5.1	TO DEFINE ACCOUNTING POLICIES AND PROCEDURES .....	21
5.2	PREPARATION OF ACCOUNTING MANUALS .....	21
5.3	HANDLING OF TAX RELATED MATTERS.....	21
5.4	FINALIZATION OF ACCOUNTS AND TIE UP WITH AUDITORS.....	21
5.5	COMPANY LAW MATTERS AND SECRETARIAL WORK .....	21
5.6	PROVIDING LEGAL OPINION ON FINANCE, TAXATION AND ACCOUNTING MATTERS ...	21
5.7	DEALING WITH STRATEGIC PARTNERS FOR FINANCE RELATED MATTERS .....	22
5.8	OPTIMUM UTILIZATION OF SURPLUS FUNDS FOR MAXIMIZATION OF RETURNS .....	22
5.9	MONTHLY REPORTING AS PER REPORTING CALENDAR. ....	22
<b>6</b>	<b>TEAM COMPOSITION .....</b>	<b>22</b>
<b>7</b>	<b>EVALUATION AND SELECTION.....</b>	<b>22</b>
7.1	TECHNICAL EVALUATION.....	22
7.2	FINANCIAL EVALUATION AND SELECTION .....	25
<b>8</b>	<b>ANNEXURES.....</b>	<b>26</b>

<b>8.1</b>	<b>ANNEXURE I: PROPOSAL COVERING LETTER .....</b>	<b>26</b>
<b>8.2</b>	<b>ANNEXURE II: FORMAT FOR POWER OF ATTORNEY .....</b>	<b>28</b>
<b>8.3</b>	<b>ANNEXURE III: FINANCIAL PROPOSAL COVERING LETTER ON BIDDER’S LETTERHEAD 29</b>	
<b>8.4</b>	<b>ANNEXURE V: FORMAT FOR TECHNICAL EXPERIENCE CITATIONS.....</b>	<b>30</b>
<b>8.5</b>	<b>APPENDIX VI: FORMAT FOR CURRICULUM VITAE (CV) OF PROPOSED KEY STAFF POSITION .....</b>	<b>31</b>
<b>8.6</b>	<b>APPENDIX VII: FORMAT FOR COMPOSITION OF TEAM.....</b>	<b>33</b>
<b>8.7</b>	<b>APPENDIX VIII: LEGAL ENTITY (ON BIDDER’S LETTERHEAD) .....</b>	<b>34</b>
<b>8.8</b>	<b>APPENDIX IX: FORMAT FOR FINANCIAL TURNOVER .....</b>	<b>35</b>
<b>8.9</b>	<b>APPENDIX X: SELF-DECLARATION .....</b>	<b>36</b>

## 1 Fact Sheet

Sr. No	Particulars	Details
1	RFP/ Tender Availability Date on the E-Tender Portal	<b>Date:</b> 10.08.2023 <b>Time:</b> 11:00 am
2	E-Tender Portal where the RFP document shall be available	<a href="https://hptenders.gov.in/">https://hptenders.gov.in/</a>
3	Last date for receiving queries	16.08.23 up to 05:00 PM
4	Date of Pre-Bid Meeting	<b>Date:</b> 16.08.23 <b>Time:</b> 03:00 PM Place: Office of the Director, Industries as per address mentioned below: <b><i>The Bidders can also join online by using following link</i></b> Pre-Bid Queries of RFP for Selection of CA Firm for BDP, Una Wednesday, 16 August · 3:00 – 5:00 pm Google Meet joining info Video call link: <a href="https://meet.google.com/jsf-xsgx-xit">https://meet.google.com/jsf-xsgx-xit</a>
5	Response to queries latest by	19.08.2023
6	Proposal Due Date	24.08.2023 upto 03:00 pm
7	Technical Proposal Opening Date	24.08.2023 upto 04:00 pm
8	Technical Presentation	To be intimated later
9	Financial Proposal Opening	To be notified
10	Letter of Award	To be intimated
11	Start Date	To be intimated to Selected Bidder
12	Cost of Tender (Demand Draft)	INR 5,000 + 18% GST = INR 5,900/-
13	Earnest Money Deposit (EMD) in the form of Demand Draft	INR50,000 (Rupees Fifty Thousand Only)
14	Method of Selection	QCBS <b>80:20</b>
15	Proposal Validity Period	180 days from the Proposal Due Date
16	Contact Details	The Director Directorate of Industries Majitha House Shimla, Himachal Pradesh, India 171002 Phone: 0177-2625240 Email: <a href="mailto:dirindus-hp@nic.in">dirindus-hp@nic.in</a>

### Note:

1. Department reserves the right to change the above schedule of bidding process. Please visit the E-Tender Portal regularly for the same.
2. Proposals must be received not later than time, date and venue mentioned in the Fact Sheet above. Proposals that are received after the deadline WILL NOT be considered in this procurement process.

## **2 Background Information**

### **2.1 Background**

- 2.1.1 A continuous supply of drugs is necessary to ensure affordable healthcare delivery to the citizens. Any disruption in the supply of drugs can significantly adversely impact the country's drug security. Indian pharmaceutical industry is the 3rd largest in the world by volume and 14th largest in terms of value. India contributes 3.5% of total drugs and medicines exported globally. However, despite these achievements, India is significantly dependent on the import of some of the basic raw materials, viz., bulk drugs that are used to produce the finished dosage formulations. India imports bulk drugs largely for economic considerations. Future growth of the pharmaceutical sector is contingent upon India's ability to ensure an uninterrupted supply of quality bulk drugs and its capacity to upscale its manufacturing during emergency situations. Self-reliance in the manufacturing of bulk drugs is, therefore, highly desirable.
- 2.1.2 The Department of Pharmaceuticals (DoP), Ministry of Chemical and Fertilizer, Government of India (GoI) has notified Guideline of the Scheme "Promotion of Bulk Drug Parks" in March 2020 creation of Drug Manufacturing infrastructure. Under the scheme, a one-time grant-in-aid subject to a maximum limit of Rs. 1000 Cr or 90% of the project cost in case of Hilly States will be given for the development of common infrastructure facilities. The objective of the scheme is to significantly bring down the manufacturing cost of bulk drugs and thereby increase the competitiveness of the domestic bulk drug industry by providing easy access to standards testing & infrastructure facilities. A total of 3 Bulk Drug Parks were to be selected across the country under the scheme, with Himachal Pradesh being one of them.
- 2.1.3 The Government of Himachal Pradesh received approval for grant-in-aid from the Government of India for setting up of a Bulk Drug Park on land measuring 1405.41 acres in Tehsil Haroli, District Una for providing easy access to world class Common Infrastructure Facilities (CIF) to bulk drug units located in the Park in order to significantly bring down the manufacturing cost of bulk drug and thereby make India self-reliant in bulk drug by increasing the competitiveness of the domestic bulk drug industry.
- 2.1.4 Directorate of Industries, Himachal Pradesh in its efforts to promote API/KSM/DI manufacturing units in the State and establish Himachal Pradesh as one of the prime drug manufacturing hub, has concrete plans to create awareness among existing and prospective entrepreneurs about the current incentives and facilities being offered by the Government of Himachal Pradesh for facilitating drugs manufacturers in the State.
- 2.1.5 For the purpose of implementing the Bulk Drug Park Project, as per Clause 7.1 of the "Promotion of Bulk Drug Parks" Scheme, the State Government has formed State Implementing Agency (SIA), 'Himachal Pradesh Bulk Drug Park Infrastructure Limited' (HPBDPIL), a Government Company has been incorporated under the Companies Act, 2013 with the 100% State Government holding in the SIA.
- 2.1.6 As per the scheme the common facilities to be provided in the Bulk Drug Park, these Common Infrastructure Facilities (CIF) are enlisted below for the Bulk Drug Park:
- a. Common Effluent Plant with Zero Liquid Discharge catering to chemical discharge of 5 MLD
  - b. Site for Solid Waste Management (50,000 Metric Tonnes per Annum) and incinerator.
  - c. Storm Water Drain Network



- d. Common Solvent Storage System, Solvent recovery and distillation plant (4 Nos of solvent extraction plant)
- e. Common Warehouses (5 Nos)
- f. Dedicated Power Sub-Station and distribution system (120 MW)
- g. Raw, Portable and Demineralized water facility
- h. Steam Generation inclusive of Cooling Tower and Distribution System (300 TPH)
- i. Internal road network, compound wall
- j. Advanced Laboratory Testing Centre
- k. Emergency Response Centre
- l. Safety/ Hazardous Operations Audit Centre
- m. Centre of Excellence

2.1.7 As per the approved Detailed Project Report (DPR) of Bulk Drug Park, these other civil infrastructures (other than CIF) are enlisted below:

- a. Construction of Administrative Block
- b. Construction of 15 Nos. rain shelter/ bus stop
- c. Construction of Canteen block
- d. Construction of Fire Station
- e. Construction of Guest House
- f. Construction of Pedestrian path
- g. Green Cover
- h. Construction of Helipad
- i. Construction of Duct for Cable /Wire
- j. Site Development Work and boundary wall

Or any other Technical or Non-technical infrastructure requirements such as Weigh Bridge, Water Reservoir for the Bulk Drug Park

2.1.8 As per the Detailed Project Report (DPR), the tentative master plan, land use area and project cost are below:



**Tentative Conceptual -Layout Plan and use area Statement as per DPR**

Description	Area in Acre	Percentage
Industrial Plot Area	894.64	63.67%
Green Area	141.89	10.10%
Logistic Hub & Warehouse	39.02	2.78%
Commercial Plot	100.75	7.17%
Electric Substation	23.97	1.71%
Services (Filling Station, Fire Station, Police Station, Transfer Station, Under Ground Water Tank, Common Solvent Storage, etc.)	19.72	1.40%
Administrative, Rest House (50 bedded) & allied activities	5.66	0.40%
Research Institute for Pharmaceutical Advancement	6.80	0.48%
CIF (Center of Excellence + Steam Generation, Solid Waste Management, CETP, Steam Generation)	10.02	0.71%
STP & CETP	13.07	0.93%
Emergency Response Center, Command Control Center	6.17	0.44%
Advance Laboratory Testing Center	5.28	0.38%
Roads	138.02	9.82%

### Project Cost as per DPR:

Project Cost Estimation: Total project cost estimated is DPR is Rs.1923 Cr. The summary has been mentioned below:

Sr. No.	Particular	Cost as per DPR (Rs. In Crore)
1	Common Infrastructure Facility (CIF)	1638.46
2	Other cost of Infrastructure including site development works	284.54
<b>Total</b>		<b>1923</b>

2.1.9 In this context, the Department intends to hire a Chartered Accountants Firm (CA Firm) to assist the Department in Drafting Accounting Policies, preparing accounting manuals, handling Tax matters, coordination with Auditors, Company Law matters, Providing legal opinions, dealing with strategic partners, monthly reporting, etc. relating to upcoming Bulk Drug Park in District Una in the State of Himachal Pradesh.

### 3 Eligibility Criteria

#### 3.1 Eligibility requirement for the CA Firms

The Bidder must possess the requisite experience, strength and capability in providing the technical consultancy services to meet the requirements as described in the RFP document. The Bidder must also possess the technical know-how and the financial capability that would be required to successfully provide the Services envisaged herein. The Proposals must be complete in all respect and should cover the entire scope of work as stipulated in the RFP document. The invitation to Proposal is open to all Bidders who qualify the eligibility criteria as given below:

Sr.	Minimum Eligibility Criteria	Supporting document to be Submitted
1.	Legal Entity: The Bidder may be a limited liability partnership (LLP), partnership firm validly incorporated and/or registered with the ICAI for at least 20 years. (Consortium is not allowed)	Bidder should submit the duly certified document as following: <ul style="list-style-type: none"><li>• Certificate of Registration with ICAI</li></ul>
2.	The Bidder must be empaneled with the CAG for audit of Government Accounts for at least 10 years.	CAG Empanelment Letters or allotment letters for 10 years or more as claimed in Technical Bid.
3.	The Bidder should be a Chartered Accountant firm/LLP with its Head Office in Himanchal Pradesh for a continuous period of 20 years as on 01.04.2023.	Bidder should submit the self-certified documents of following: <ul style="list-style-type: none"><li>• Certificate of LLP registration in India or Partnership Deed</li><li>• Constitution certificates issued by ICAI for the last 20 years.</li></ul>

Sr.	Minimum Eligibility Criteria	Supporting document to be Submitted
4.	The Bidder should be having an experience of working in the Himachal Government sector for at Least 03 (Three) Himachal Govt. PSU or Deptts	Copy of audit allotment letters from CAG or PO/ Work Orders from the concerned department.  Work with different PSUs for one year will be considered as 1 year only.
5	Turnover: The Bidder should have minimum annual turnover of Rs.120 Lakhs per annum during the last five financial years (2017-18, 2018-19, 2019-20, 2020-21 & 2021-22)	Copies of Certified audited balance sheet/Profit & Loss statement of last five financial years ending 31 <sup>st</sup> March 2022.  Copies of Tax Audit Reports from the statutory auditor regarding this condition.
6	The Bidder should have minimum 3Partners (CA) out of which there should be at least 2 FCA as well as should be DISA Qualified from ICAI as on 31-03-2023.	Certificate of Membership and Practice as FCA &Self-Certified DISA Certificates as issued by ICAI.
7	The LLP/Firm must have a current Peer Review certification from ICAI	Peer Review Certificate as issued by ICAI
8	The Bidder's at least 1 Partner should have qualification of Forensic Accounting and Fraud Detection (FAFD) from ICAI	Self-Certified FAFD Certificate as issued by ICAI.
9	Blacklisting: The bidder should not have been debarred and/or blacklisted By any State/ Central Govt./ ULB/ Semi Government Organization/ PSU including Banks in India.	Bidder should submit Self declaration that the Bidder is not debarred and/or blacklisted as on the date of issue of the EOI. Self-Declaration Certificate to be enclosed in the bid duly signed by the authorized signatory on its letter head.

#### 4 Instruction to the Bidder

##### 4.1 General Conditions of the Contract

1. All information supplied by the Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the Department on the basis of this RFP.
2. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Department. Any notification of preferred bidder status by the Department shall not give rise to any enforceable rights by the Bidder. The Department may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the Department.
3. This RFP document supersedes and replaces any previous public documentation &

communications, and Bidders should place no reliance on such communications.

## **4.2 Definitions**

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

1. “Assignment” means the technical consultancy services to be provided by the Selected Bidder for the **upcoming Bulk Drug Park in District Una, Himachal Pradesh**
2. “Bidder” means an LLP/ company who submits proposal in response to this Request for Proposal document.
3. “Contract” or “Agreement” means the Contract entered into by the parties for providing consultancy services along with the entire documentation specified in the RFP.
4. “Department” means Directorate of Industries, Government of Himachal Pradesh.
5. “Personnel” means professionals including Key Staff as specified in the RFP and support staff provided by the selected consulting firm to perform services or any part thereof.
6. “Proposal” means proposal submitted by Bidders in response to this RFP issued by the Department for selection of Technical Consultant/ Project Management Consultant.
7. “Proposal Due Date” means the date specified in the Fact Sheet or as may be extended by the Department from time to time in pursuance to a corrigendum.
8. “Proposal Validity Period” means a period of 180 days from the Proposal Due Date during which the Proposal/ Bid of the Bidder shall remain valid.
9. “Project Management Consultant” or “Technical Consultant” or “Consultant” means the firm/ company, selected through competitive tendering process in pursuance of this RFP, for providing the consultancy services under the contract.
10. “Selected Bidder” means the highest ranked Bidder to whom the Letter of Award is issued.
11. “Services” means the work to be performed by the Consultant pursuant to this RFP and to the contract to be signed by the parties in pursuance of any specific assignment awarded by the Department.

## **4.3 Compliant Tender/Completeness of Response**

- a. Bidders are advised to read all instructions, forms, terms, requirements and other information carefully in the RFP document carefully. Submission of the Proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b. Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
  - i. Comply with all requirements as set out within this RFP.
  - ii. Submit the forms as specified in this RFP and respond to each element in the order as set out in this RFP.
  - iii. Include all supporting documentations specified in this RFP.

## **4.4 Bidder Queries & Clarifications**

### **4.4.1 Bidder Queries**

- a) Department shall invite queries from Bidders as per the details mentioned in the Fact Sheet of this document.
- b) The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to

Department by email (Word File Only) on or before last date for sending pre-bid queries mentioned in Fact Sheet of this document through the e-mail of only authorized representative of the Bidder. The queries should necessarily be submitted in the following format:

<b>Section/ Page No.</b>	<b>Content of RFP requiring clarifications</b>	<b>Change/ Clarification Requested</b>	<b>Remarks</b>

- c) Department shall not be responsible for ensuring that the Bidder's queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the Department.
- d) The purpose of query clarification is to provide the Bidders with information regarding the RFP, requirements of the assignment, and opportunity to seek clarification regarding any aspect of the RFP and the assignment. However, Department reserves the right to hold or re-schedule the Pre-Bid meeting.

#### **4.4.2 Responses to Pre-bid Queries and Issue of Corrigendum**

- a. The Department will endeavor to provide timely response to the queries. However, the Department makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does the Department undertake to answer all the queries that have been posed by the Bidders.
- b. At any time prior to the last date for receipt of Proposals, the Department may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP document by issuing a corrigendum.
- c. The corrigendum or addendum (if any) & clarifications to the queries from all Bidders will be uploaded on the e-tender portal <https://hptenders.gov.in/>
- d. Any such corrigendum or addendum issued by the Department shall be deemed to be incorporated into this RFP document.
- e. In order to provide prospective Bidders reasonable time for taking the corrigendum or addendum into account, the Department may, at its discretion, extend the last date for the receipt of Proposals.

### **4.5 Key requirement of the Bid**

#### **4.5.1 Request For Proposal (RFP) Document Fee**

RFP document can be downloaded from the e-tender portal <https://hptenders.gov.in/> Online bid submission fee in form of Demand Draft of INR 5,000 plus 18% GST drawn in favour of "Directorate of Industries (DoI)", payable at Shimla from any Nationalized Bank/ Scheduled Bank. Proposals received without RFP Document Fee shall be rejected.

#### **4.5.2 Submission of Responses**

- a. The Bidder shall submit the Proposal separately i.e., "Technical" and "Financial" electronically online on the e-Tender portal <https://hptenders.gov.in/>
- b. The Proposal response will include Annexures as mentioned below (use own formats for documents where not provided):

S. No.	Document	Annexure
1	Proposal Covering Letter	Annexure I
2	Power of Attorney	Annexure II
3	Covering Letter for Financial Proposal	Annexure III
4	Financial Proposal	Annexure IV
5	Professional Experience	Annexure V
6	Curriculum Vitae of Key Staff	Annexure VI
7	Composition of Team and Tasks Assigned	Annexure VII
8	Legal Entity A. Certificate of Registration/ Incorporation B. Pan and GST	Annexure VIII
9	Financial Turnover for last 5 financial years reported (FY 2017-18, 2018-19, 2019-20, 20-21 and 21-22) Certificate from Statutory Auditor/ Chartered Accountant	Annexure IX
10	Self-Declaration: C. Not Blacklisted/ Debarred D. Not bidding as a JV/ Consortium	Annexure X
11	EMD	Annexure XI
12	Proof of Submission of RFP Document Fee	Annexure XII

- c. The last date for submitting bids electronically in e-Tender portal on or before as mentioned in the e-Tender Portal.
- d. Late Bids are not allowed and will not be considered by the Department.
- e. Modification: The Bidder can modify his Proposal only before the last date of submission of Proposals.
- f. Withdrawal of Proposals: The Bidder can withdraw his Proposal before the last date of submission of Proposals without forfeiting his EMD.

#### 4.5.3 Authentication of Proposals by Authorized Signatory

A Proposal should be accompanied by authorization letter/ power of attorney in the name of the signatory of the Proposal as per Annexure II mentioned in this RFP. Such Power of Attorney should be certified under the hands of a Partner or Director of the Bidder and notarized by a notary public in the form specified hereunder this RFP. But if the Proposal is signed by the Director or Partner of the consultant firm then the power of attorney is not required.

#### 4.5.4 Rights to terminate the process

- a) Department may terminate the RFP process at any time and without assigning any reason. Department make no commitments, express or implied, that this process will result in a business transaction with anyone.
- b) This RFP does not constitute an offer by the Department. The Bidders' participation in this process may result the Department selecting the Bidder to engage towards execution of the Contract.

## **4.6 Preparation and Submission of Proposal**

### **4.6.1 Preparation of Proposal**

The Bidder shall prepare one original set of the Proposal bearing page numbers in serial order and having an index. The Proposal shall be typed or written in indelible ink and signed & stamped by the Authorized Signatory of the Bidder who shall initial each page, in blue ink. The Authorized Signatory signing the Proposal shall initial all the alterations, omissions, additions, or any other amendments made to the Proposal. The original copy of the Demand Drafts for RFP Document Fee and EMD shall be scanned along with other documents forming part of the Proposal and submitted online on the e-tender portal. The original Demand Drafts for RFP Document Fee and EMD shall be submitted by the Bidder prior to opening of their Proposals on the Technical Proposal Opening Date as specified in the Fact Sheet.

### **4.6.2 Proposal Preparation Costs**

The Bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/ discussions, preparation of Proposal, in providing any additional information required by the Department to facilitate the evaluation process, and in execution of a definitive contract or all such activities related to the bid process. The Department will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

### **4.6.3 Language**

The Proposal should be filled by the Bidders in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the documents, the English translation shall govern.

### **4.6.4 Late Bids Submission**

- a) Original hard copy of RFP Document Fees and EMD received after the Proposal Due Date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened by the Department.
- b) The Bids/ Proposals submitted through hard copy shall not be considered. No correspondence will be entertained on this matter.

## **4.7 Evaluation Process**

- a. The Department has adopted a single stage bidding process with a quality and cost-based method of selection comprising of two steps of evaluation (collectively the “Selection Process”) in evaluating the Proposals.
- b. Directorate of Industries will constitute a Sub-Committee to evaluate the responses of the Bidders.
- c. The Sub-Committee shall evaluate the responses to the RFP and all supporting documents/ documentary evidence. Inability to submit requisite supporting documents/ documentary evidence, may lead to rejection.
- d. The Sub-Committee shall make recommendations to the Director of Industries for further consideration and seek necessary approval from the competent authority.



- e. The Sub-Committee may seek additional information and ask for meetings with the Bidders to seek clarifications on their Proposals.
- f. The Sub-Committee reserves the right to reject any or all Proposals on the basis of any deviations.
- g. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP under Section 7, 'Evaluation and Selection'.

#### **4.7.1 Opening of Proposal (Online)**

First, the Technical Proposal will be opened online in the presence of eligible Bidders, who wish to be present at the time of opening of Technical Proposal. Based on the technical evaluation of the Technical Proposals, a list of short-listed Bidders shall be prepared. The Financial Proposal of the technically short-listed Bidders only shall be opened and financial evaluation of such technically qualified Bidders shall be carried out as specified in Section 7. The Sub Committee or its authorized representative will open the Proposals received by the Proposal Due Date. Sequence of opening is as follows:

- a) Opening of Technical Proposals followed by Technical Presentation by the Bidders whose Technical Proposal was found responsive, before the Department on the date, time and place to be informed in due course; and
- b) Opening of Financial Proposals (of only technically short-listed Bidders)

#### **4.7.2 Proposal Validity**

The offer submitted by the Bidders should be valid for minimum period of 180 days from the Proposal Due Date.

#### **4.7.3 Evaluation of Proposal**

Evaluation of Proposals and selection of Bidder will be carried out as per the procedure specified in the Section on 'Evaluation and Selection'.

### **4.8 Modifications and withdrawal of Bids**

- a) The Bidder is allowed to modify or withdraw its submitted proposal any time prior to the last date prescribed for receipt of bids, by giving a written notice to the Department.
- b) Subsequent to the last date for receipt of bids, no modification of bids shall be allowed.
- c) The Bidders cannot withdraw the proposal in the interval between the last date for receipt of bids/ Proposals and the expiry of the Proposal Validity Period specified in the Proposal. Such withdrawal may result in the forfeiture of its EMD from the Bidder.

### **4.9 Proposal Forms**

Wherever a specific form is prescribed in the Proposal document, the Bidder shall use the form to provide relevant information. If the form does not provide enough space for any required information, space at the end of the form or additional sheets shall be used to convey the required information. For all other cases, the Bidder shall design a form to provide the required information.

#### **4.10 Location Conditions**

- a. Each Bidder is expected to become fully acquainted with the local conditions and factors, which may affect the performance of the Contract and/ or the cost of the assignment.
- b. The Bidder is expected to know all applicable laws, conditions and factors, which may have any effect on the execution of the Contract after issue of Letter of Award as described in the RFP document including the Agreement format provided herein. The Department shall not entertain any request for clarification from the Bidder regarding such local conditions.
- c. It is the Bidder's responsibility that such factors have been properly investigated and considered before submitting the Proposal. No claim, what-so-ever, including that for financial adjustment to the Contract awarded under the RFP document will be entertained by the Department. Neither any change in the time schedule of the Contract nor any financial adjustments arising there-of shall be permitted by the Department on account of failure of the Bidder to know the local laws/ conditions. The Bidder is expected to visit and examine and study the location of Govt. offices and its surroundings and obtain all information that may be necessary for preparing the Proposal at its own interest and cost.

#### **4.11 Contacting the Directorate of Industries (DoI), Government of Himachal Pradesh**

Any effort by a Bidder to influence the Proposal evaluation, Proposal comparison or Contract award decisions may result in the rejection of the Proposal. Bidder shall not approach Department officers after office hours and/ or outside Department office premises, from the time of the Proposal opening till the time the Contract is awarded.

#### **4.12 Eligibility Criteria**

The Bidder shall meet the criteria for eligibility mentioned under clause 3.1 of the RFP document.

#### **4.13 Tentative Schedule of Events**

Tentative schedule of events regarding this tender shall be as per the dates and time given in the Section-1: Fact Sheet.

#### **4.14 Deciding Award of Contract**

- a. The Department reserves the right to ask for a technical elaboration/clarification from the Bidder on the already submitted Technical Proposal at any point of time before opening the Financial Proposal. The Bidder shall furnish the required information to Department and its appointed representative on the date asked for, at no cost to the Department. The Department may at its discretion, visit the office of the Bidder any-time before the signing of Agreement.
- b. Department shall inform those Bidders whose Proposals did not meet the eligibility criteria or were considered non-responsive, informing that their Financial Proposals will be not opened after completing the selection process. Department shall simultaneously notify those Bidders who qualify for the Evaluation process as described in this RFP document, informing the date and time set for opening of their Financial Proposals. The notification may be sent by e-mail.
- c. The Bidder's name, the Financial Proposal Price and other such details as the Committee/ Department may consider appropriate, will be announced and recorded by the Department at the opening of bid.

- d. The Proposals will be ranked according to their combined technical and financial scores. The Committee/ Department shall determine the successful Bidder based on the combined total score in accordance with the procedure detailed in Section 7 and the Bidder scoring the maximum marks (i.e. first ranked Bidder) shall be declared as the “Selected Bidder”.
- e. The Department shall issue Letter of Award (LoA) to the **Selected Bidder**.
- f. The Bidder is not allowed to form a Consortium or a Joint Venture.
- g. Special Condition for Awarding the Agreement:
  - i. Department will sign the Agreement with the Selected Bidder for a period as mentioned in ‘Duration of Contract’ in the document.
  - ii. Department may extend the Agreement for a time period beyond what has been specified in ‘Duration of Contract’ in the document as per the terms mentioned in this RFP.
  - iii. Department will also have the right to provide extension/ increase in the scope of work as per the mutually agreed terms and conditions between both the parties.
  - iv. Department will have the right to ask for additional Team members beyond what has been specified in this RFP document as per the mutually agreed terms and conditions between both the parties.

#### **4.15 Award of Contract**

- 4.15.1 The Selected Bidder shall be issued a Letter of Award (“LOA”) in duplicate by the Department and the Selected Bidder shall within seven (7) 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 within the stipulated time, the Department may disqualify the Selected Bidder from the Assignment and appropriate the Bid Security as Damages on account of failure of the Selected Bidder to acknowledge the LOA, and the consequences set out in this RFP/Agreement shall follow.
- 4.15.2 After acknowledgement of the LOA as aforesaid by the Selected Bidder, the Department shall issue an Agreement to the Selected Bidder, which shall govern the provision of services and terms thereof. The Selected Bidder shall not be entitled to seek any deviations in such Agreement.
- 4.15.3 The Selected Bidder shall sign the Agreement within 30 days from the issue of LoA. The Agreement shall be for the duration of 3 (Three) Years from the date of its signing, and 2 (Two) Years extendable is allowed subject to requirement of the project.

#### **4.16 Clarification**

- a. To facilitate evaluation of Proposals, the Department 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 Department for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- b. If a Bidder does not provide clarifications sought above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Department 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 Department.

#### **4.17 Confidentiality**

- a. As used herein, the term “Confidential Information” means any information, including information created by or for the other party, whether written or oral, which relates to internal

controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either party or any of its affiliates, or any client of either party, except such information which is in the public domain at the time of its disclosure or thereafter enters the public domain other than as a result of a breach of duty on the part of the party receiving such information. It is the express intent of the parties that all the business process and methods used by the Bidder in rendering the services here under are the Confidential Information of the Bidder.

- b. The Bidder shall keep confidential, any information related to this tender, with the same degree of care as it would treat its own confidential information. The Bidders shall note that the confidential information will be used only for the purposes of this tender and shall not be disclosed to any third party for any reason what-so-ever.
- c. At all-time of the performance of the services, the Bidder shall abide by all applicable security rules, policies, standards, guidelines and procedures. The Bidder should note that before any of its employees or assignees is given access to the Confidential Information, each such employee and assignees shall agree to be bound by the terms no less onerous than those contained under this tender and such rules, policies, standards, guidelines and procedures by its employees or agents.
- d. The Bidder should not disclose to any other party and keep confidential the terms and conditions of this Contract agreement, any amendment hereof, and any Attachment or Annexure hereof.
- e. The obligations of confidentiality under this section shall survive rejection of the contract.

#### **4.18 Fee for Consultancy**

- a. The Bidders shall quote the lump-sum **Monthly** professional fee (excluding GST) in the excel format available online on the e-tender portal that it shall charge for providing all the services as per the scope of the work specified in the RFP document and the Agreement. GST shall be paid separately by the Department.
- b. The rate to be quoted in the Financial Proposal shall covers remuneration for all the Personnel (expatriate and resident, in the field, office etc.), equipment, printing of documents, to be incurred by the Consultant in execution of the Assignment. Travelling, Boarding, Lodging and other Out of Pocket expenses will be paid as per approved rates of Govt of Himachal Pradesh.

#### **c. Fraud and Corrupt Practices**

- a. 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 Department 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 Department shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case maybe, 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 Bidders Proposal.

- b. Without prejudice to the rights of the Department under Clause above and the rights and remedies which the Department may have under the LoA or the Agreement, if an Bidder or Systems Implementation Agency, 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 shall not be eligible to participate in any tender or RFP issued by the Department during a period of 18 (Eighteen) months from the date such Bidder or the Selected Bidder, as the case may be, is found by the Department 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.
- c. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
- i. **“Corrupt Practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the 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 Department 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 there from, 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 Department, 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 Department in relation to any matter concerning the Project;
  - ii. **“Fraudulent Practice”** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
  - iii. **“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;
  - iv. **“Undesirable Practice”** means (i) establishing contact with any person connected with or employed or engaged by Department 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
  - v. **“Restrictive Practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

#### 4.19 Miscellaneous

- (a) The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Shimla, Himachal Pradesh shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

- (b) The Department, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- i. 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;
  - ii. consult with any Bidder in order to receive clarification or further information;
  - iii. retain any information and/or evidence submitted to the Department by, on behalf of and/or in relation to any Bidder; and/or
  - iv. independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.
- (c) It shall be deemed that by submitting the Proposal, the Bidder agrees and releases the Department, its employees, agents and advisors, 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.

## **5 Scope of Work**

The scope of work of the agency shall include an end-to-end assistance (to but not limited to) to the SIA in the following tasks:

### **5.1 To Define Accounting Policies and Procedures**

This will cover the defining policies relating to Income Recognition, Expenditure provisioning, Depreciation, Taxation, GST accounting policies, related parties' transactions, Accounting for Grants, preparation of reporting calendar, etc.

### **5.2 Preparation of Accounting Manuals**

To prepare the Accounts manuals, delegation of authority in the form of Standard Operating Procedures (SOPs) for each type of accounting event. This will also cover training and conditioning of the related staff.

### **5.3 Handling of Tax related matters.**

This will cover regular TDS deductions and payment as per applicable laws, filing of return, reconciliations, GST related activities, reconciliation with GSTN portal, Input Tax Credit verifications, filing replies with Tax authorities and Assessment related matters.

### **5.4 Finalization of Accounts and tie up with Auditors.**

Finalization of Balance Sheet, Statutory Auditors, AG Audit Himachal Pradesh, and Internal Auditors

### **5.5 Company Law Matters and Secretarial Work**

The firm must have a qualified Company Secretary as a part of their team to look after all corporate secretarial matters like maintenance of Secretarial Registers, Issuance of notices and agenda items for Board Meetings, Annual General Meetings etc., recording Minutes of Meetings – Board, committees, etc., filing of all MCA returns and forms.

### **5.6 Providing Legal Opinion on Finance, Taxation and Accounting Matters**

The firm has to provide qualified lawyers/legal consultants as a part of their network for all legal consultancy and advisory (not filing and representation in legal cases) relating to Financial, Direct and Indirect Tax Matters, banking matters and accounting related issues.

### **5.7 Dealing with Strategic Partners for Finance related matters**

After the introduction of Strategic Partner, regular dealing will be required with them on finance related matters including preparation of information, reports and answering their queries.

### **5.8 Optimum utilization of Surplus Funds for maximization of returns**

To provide advisory function for investment of unutilized funds for the maximization of returns.

### **5.9 Monthly reporting as per reporting Calendar.**

Preparation and sending of periodical MIS reports as per the requirements of the management.

## **6 Team Composition**

The team for the engagement should comprise of the following:

<b>Sr. No</b>	<b>Position</b>	<b>Number</b>	<b>Experience</b>
1	Team Leader	1	A qualified Chartered Accountant with a minimum experience of 10 years
2	Asstt Manager	3	A qualified CA/ICWA/CS with a minimum experience of 05 years.
3	Executive	3	B. Com /CA-Inter/ ICWA-Inter/ CS-Inter with a minimum of 03 years of working experience.

A dedicated Team as proposed above shall be deployed by Selected Bidder for the execution of the Assignment. The team will be required for meetings and carrying out requisite activities as given in the Scope of Work.

## **7 Evaluation and Selection**

### **7.1 Technical Evaluation**

7.1.1 Initial scrutiny of the Proposal will be held, and incomplete details as given below will be treated as non-responsive. If Proposals:

- i. are not submitted in the form as specified in the RFP document.
- ii. received without the Letter of Authorization/Power of Attorney;
- iii. are found with suppression of details.
- iv. without complete information, subjective, conditional offers and partial offers submitted;
- v. submitted without the documents requested;
- vi. have non-compliance of any of the clauses stipulated in the RFP;
- vii. have a lesser validity period

**Provided further, the Proposal of a Bidder shall also be treated as non-responsive if the Bidder fails to submit the original Demand Drafts (bearing same numbers as DDs uploaded on the e-tender portal as a part of Proposal submission) for RFP Document Fee and EMD to the Department prior to opening of the Proposals.**

All responsive Bids will be considered for further processing as below.

7.1.2 The Sub-Committee will prepare a list of responsive bidders, who complies with all the terms and conditions of the RFP document. All eligible Proposals will be considered for further evaluation by the Sub-Committee according to the Evaluation Process defined in this RFP document. The decision of the said Committee will be final in this regard. The Sub-Committee will examine the Proposals to determine whether they are complete, whether any computational errors have been made, and whether the bids/ Proposals are generally in order. The Department may conduct clarification meetings with each or any Bidder to discuss any matters, technical or otherwise. Further the scope of the Sub-Committee also covers taking any decision with regard to the RFP document including execution of the Assignment. Proposal shall be opened in the presence of Bidders' representatives who intend to attend at their cost. The Bidders' representatives who are present shall sign a register giving evidence of their attendance. Proposal document shall be evaluated as per the following steps.

1. **Preliminary examination of pre-qualification/ eligibility criteria documents:**  
The prequalification document will be examined to determine whether the Bidder meets the eligibility criteria, whether the Proposal is complete in all respects, whether the documents have been properly signed and whether the Proposals are generally in order. Any Proposals found to be non-responsive for any reason or not meeting the minimum levels of the performance or eligibility criteria specified in various sections of this RFP document will be rejected and will not be considered further.
2. **Evaluation of document:** A detailed evaluation of the bids/ Proposals shall be carried out in order to determine whether the Bidders are competent enough and whether the technical aspects are substantially responsive to the requirements set forth in the RFP document. Bids/ Proposals received would be assigned scores based on the parameters defined in the table below. All supporting documents submitted in support of Technical Evaluation matrix should comply the following:
  - a) Supporting documents are to be submitted in Technical Cover.
  - b) Supporting documents should clearly indicate value of the completed/ on-going projects and scope of work/services should be clearly highlighted.
  - c) In case of Bidder is having Non-Disclosure Agreement (NDA) with their client, no such experience will be counted (if agreement copy not submitted).
  - d) Bidders failing to comply with any of the above then such Bidder's Bid will be summarily rejected.

7.1.3 Technical Evaluation Parameters for evaluating and assessing the Technical Proposal of each Bidder, are as tabulated below:

Sr.	Particulars	Evaluation Criteria	Max Marks
1	Firm Existence with Head Office in Himachal Pradesh continuously for minimum 10 years as on 01.04.2023.	Firm Existence for the Period of 10 years – 5 Marks. Firm Existence for the Period of 20 years – 15 Marks Period of more than 20 years – 20 Marks.	20
2	Number of Full Time FCA (Fellowship Chartered Accountant) Partners with minimum 10 Years of post-	Two (02) FCA Partners with 10 Years of experience – 5 Marks. • 2.5 Marks for each additional FCA (Fellowship Chartered Accountant)	15



<b>Sr.</b>	<b>Particulars</b>	<b>Evaluation Criteria</b>	<b>Max Marks</b>
	qualification experience.	Partners with minimum 10 Years of post-qualification experience.	
3	Bidder CAG Empanelment with minimum Period of 10 years.	Bidder's CAG Empanelment with minimum Period of 10 years – 10 Marks. <ul style="list-style-type: none"> <li>• 2.5 Marks for every year in excess of 10 years.</li> </ul>	20
4	Average Turnover of the Firm (annual turnover per annum in last five financial years 2017-18, 2018-19, 2019-20, 2020-21 & 2021-22)	For average Annual Turnover up to 100 Lakhs-10 Marks <ul style="list-style-type: none"> <li>• 2.5 Marks for each additional 50 Lakhs of Annual Average Turnover</li> </ul>	15
5	Experience in working with minimum 2 Himachal Pradesh Govt. PSUs.	Working With 2 H.P. Govt. PSUs – 5 Marks. <ul style="list-style-type: none"> <li>• 2.5 Marks for every additional PSU in excess of working experience of 2 H.P. Govt. PSUs.</li> </ul>	10
6	Peer Review Certification (PRC).	Peer Review Certification (PRC) of 4 years– 5 Marks. 2.5 Marks for additional each additional year of Peer Review Certification.	10
7	DISA (Diploma course on Systems Security and Audit) Certification from ICAI (Institute of Chartered Accountants of India) of Partners of the Firm.	DISA Certification of 1 FCA Partner – 2.5 Marks. <ul style="list-style-type: none"> <li>• 2.5 Marks for each additional Partner having DISA Certification</li> </ul>	5
8	FAFD (Forensic Accounting & Fraud Detection) certification from ICAI of Partners of the Firm.	Certification of 1 FCA Partner – 2.5 Marks. 2.5 Marks for each additional FAFD Certification of FCA Partners.	5
		<b>Total</b>	<b>100</b>

## 7.2 Financial Evaluation and Selection

- 7.2.1 The Bidder shall be selected on the basis of Quality and Cost Based Selection (QCBS), whereby Technical Proposal will be allotted weightage of **80%** and Financial Proposal will be allotted weightage of **20%**. The Proposal with the lowest Professional Fees shall be given a financial score of 100 and the other Proposals shall be given financial scores that are inversely proportionate to lowest Financial Proposal as stated below. The total score, both technical and financial, shall be obtained by weighing the quality and cost score and adding them up.
- 7.2.2 The Financial Proposals shall be given scores as follows:  
Sf= 100X Fm/ Financial Proposal of bidder under consideration
- Fm: Lowest financial proposal
  - Sf: Financial Score
- 7.2.3 For selection of CA firm, final ranking will be determined based on the combined total score for each consultant separately. This will be done by applying a weight of 0.80(or 80%) and 0.20(or20%) respectively to the technical and financial scores of each qualifying proposal. The Total Score of Technical Proposal and Financial Proposal shall be computed as follows:  
Total Score= (Te \* 0.80) + (Sf \* 0.20)  
Te: Technical score.
- 7.2.4 The Bidder scoring the highest Total Score shall be declared as the “**Selected Bidder**”.

## 8 ANNEXURES

### 8.1 Annexure I: Proposal Covering Letter

(On Bidder's letter head)

To,

Date: .....

The Director  
Directorate of Industries,  
Majitha House,  
Shimla, Himachal Pradesh, India 171002  
Phone: 0177-2625240  
Email: dirindus-hp@nic.in

**RFP for: Selection of Chartered Accountants Firm (CA Firm) for upcoming Bulk Drug Park in District Una, Himachal Pradesh**

Dear Sir,

We ..... (Name of the Bidder) hereby submit our Proposal in response to notice inviting tender dated .....and the RFP document no. .... dated .....2023 and confirm that:

- a) All information provided in this Proposal and in the Annexures along with the attachments thereto is true and correct to the best of our knowledge and belief.
- b) We shall make available any additional information if required to verify the correctness of the above statement or as may be required for supplementing or authenticating the Proposal, if requested by the Department.
- c) I/We acknowledge the right of the Department to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- d) I/We understand that you may cancel the bidding process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Bidders to bid for the Assignment, without incurring any liability to the Bidders, in accordance with the RFP document.
- e) Certified that the period of validity of bids is 180 days from the last date of submission of Proposal.
- f) We are quoting for all the services mentioned in the Scope of Work of the RFP.
- g) We the Bidders are not under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted by any of the Government agencies.
- h) Department of Industries, Government of Himachal Pradesh, Shimla may contact the following

person for further information regarding our Proposal:

a. Name and full address of office, Contact No., Email ID, Company Name

- i) We are submitting our Eligibility criteria, Proposal bid documents and technical bid documents along with original DD of both EMD and RFP Document Fee.
- j) I/We agree and undertake to abide by all the terms and conditions of the RFP document.

Yours sincerely,

Signature of Authorized Signatory

Full name

Designation

Name of the Bidder

**8.2 Annexure II: Format for Power of Attorney**

(To be provided in original as part of Technical Proposal on stamp paper of appropriate value and notarized)

Dated: \_/\_/\_

**POWER OF ATTORNEY**

To Whomsoever It May Concern

Know all men by these presents, we \_\_\_\_\_ (name and registered office address of the Bidder) do hereby constitute, appoint and authorize Mr. \_\_\_\_\_ (Name of the Person(s)), domiciled at \_\_\_\_\_ (Address), acting as \_\_\_\_\_ (Designation and the name of the firm), as Authorized Signatory and whose signature is attested below, as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for award of contract for “ **Selection of Chartered Accountancy Firm (CA firm) for upcoming Bulk Drug Park in District Una, Himachal Pradesh**” involving the deliverables as per Agreement to be executed with the Department of Industries, Govt. of Himachal Pradesh, vide Request of Proposal Document dated \_\_\_\_ 2023, issued by the Director, Department of Industries, Government of Himachal Pradesh (the “**Department**”), including signing and submission of all documents and providing information and responses to clarifications/ enquiries etc. as may be required by the Department or any governmental authority, representing us in all matters before the Department and generally dealing with Department in all matters in connection with our Proposal for the said Project. We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For -----

(Signature)

(Name, Title and Address)

Accept

(Attested signature of Mr. \_\_\_\_\_)

(Name, Title and Address of the Attorney)

Notes:

- a. To be executed by the bidder on stamp paper of appropriate value and notarized.
- b. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- c. Also, wherever required, the executants(s) should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favour of the Person executing this Power of Attorney for the delegation of power here under on behalf of the executants(s).

### 8.3 Annexure III: Financial Proposal Covering Letter on Bidder's letterhead

(Financial Proposal will be submitted online on e-tender portal)

To

The Director

Directorate of Industries, Government of Himachal Pradesh,

Majitha House, Shimla -171002

Himachal Pradesh

Phone: 0177-2526240

Email: dirindus-hp@nic.in

**RFP for:** Selection of Chartered Accountants Firm (CA Firm) for upcoming Bulk Drug Park in District Una, Himachal Pradesh

Dear Sir,

We, the undersigned, offer to provide the consulting services of Consultant to the Department/ SIA in accordance with your Request for Proposal dated [Insert Date] and our Proposal.

Sr. No.	Position as per clause 6	No. of Staff	Man Month Rate including taxes (INR)	Total amount per Man Month including taxes (INR)
1	Team Leader	1		
2	Asstt Manager	3		
3	Executive	3		
<b>Total Professional fee including GST (in INR)</b>				

Notes

a. The same rates will be used for extending the scope of work or seeking more time/resources from the consulting firm.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from contract negotiations if requested by the Department, up to expiration of the validity period of the Proposal.

We solemnly affirm that we will strictly adhere to the laws against fraud, corruption and unethical practices, including but not limited to the "Prevention of Corruption Act, 1988", during the bidding process and execution of the contract, in case we are awarded the work.

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

Yours sincerely,

Signature of Authorized Signatory {in full}:

Name and Title of Signatory:

Name of the Bidder

**8.4 Annexure V: Format for Technical Experience Citations**

<b>Assignment Name</b>		<b>Country</b>
<b>Project Location within the Country</b>		<b>Professional Staff provided by your Firm/ Company</b>
<b>Name of Client</b>		<b>No. of Staff</b>
		<b>No. of Person Months</b>
<b>Start Date</b>	<b>Completion Date</b>	<b>Approx. Value of Services</b>
<b>Name of Associated Firms (s)if any</b>		<b>No. of Professional Staff Months provided by Associated Firms(s)</b>
<b>Name of Senior Staff (Project Director/ Coordinator, Team Leader) involved and functions Performed</b>		
<b>Detailed Narrative Description of Project</b>		
<b>Detailed Description of Actual Services Provided by your Firm</b>		

Signature of Authorized Signatory {in full}:

Name and Title of Signatory:

Name of the Bidder

## 8.5 Appendix VI: Format for Curriculum Vitae (CV) of proposed Key Staff position

- a) Proposed Position:
- b) Name of Firm the personnel employed:
- c) Name of Staff:
- d) Designation:
- e) Date of Birth:
- f) Years with Firm/Entity:
- g) Nationality:
- h) Membership of Professional Societies:
- i) Detailed Task Assigned:
- j) **Key Assignments:** *[Give an outline of staff member's experience and assignments most pertinent to the requirements of Clause 6 read with Clause 7 of the RFP. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations as per particulars below]*

Name of Assignment/ Project:

Year:

Location:

Name of Client:

Position Held:

Main Features:

Activities Performed:

- k) **Education:** *[Summarize college/university and other specialized education of staff member, giving their names, dates attended, and degrees obtained.]*

Notes:-

- Personnel to affix his/her recent photograph on first page of CV.
- Complete address and phone number of the Personnel is to be provided.
- Document for proof of age is to be enclosed.
- Document for proof of qualification is to be enclosed.
- Age of the personnel shall not be more than 65 years.

Employment Record:*[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, name of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about three quarters of a page]*

- l) **Languages:**  
*[For English language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and*



*writing]*

Certification:

I, the undersigned, certify to the best of my knowledge and belief that:

- a. This CV correctly describes my qualifications and my experience.
- b. I am not employed by the Department or any of its affiliate agencies.
- c. I am/I am not in regular full-time employment with the Consultant.
- d. I am committed to undertake the assignment within the validity of Proposal.

**Name & Signature of the Key Personnel  
Place & Date**

Signature of Authorized Signatory {in full}:

Name and Title of Signatory:

Name of the Bidder

**8.6 Appendix VII: Format for Composition of Team1**

<b>Sr. No</b>	<b>Name</b>	<b>Qualification and Experience Required ( in Years)</b>	<b>Proposed Position</b>

Note: Attach CV of all experts who will be supporting Key Staff as mentioned above

Signature of Authorized Signatory {in full}:

Name and Title of Signatory:

Name of the Bidder

---

<sup>1</sup>Insert name of Key Staff positions as well as other experts who will comprise the Team.

**8.7 Appendix VIII: Legal Entity (on Bidder's letterhead)**

**Particulars of the Bidder**

1. NAME OF THE BIDDER:
2. REGISTERED/ CORPORATE OFFICE:
3. DATE OF INCORPORATION:
4. LEGAL STATUS OF BIDDER (e.g. Limited Liability Partnership/ Firm):
5. MAIN BUSINESS ACTIVITIES:
6. AUTHORISED SIGNATORY NAME:

DESIGNATION

TEL. NO.:

MOBILE NO.:

FAX NO.:

EMAIL ID:

POSTAL ADDRESS:

Signature of Authorized Signatory {in full}:

Name and Title of Signatory:

Name of the Bidder

## 8.8 Appendix IX: Format for Financial Turnover

Sr. No	Financial Year	Annual Turnover (Rs. In Lacs)
1	2017-2018	
2	2018-2019	
3	2019-2020	
4	2020-2021	
5	2021-2022	
Average Annual Turnover		

### Certificate from the Statutory Auditor

This is to certify that \_\_\_\_\_ (name of the Bidder) has received the payments shown above against the respective years on account of professional fees and average annual turnover turns out to be \_\_\_\_\_ as stated above.

(Signature, name and designation of the authorised signatory)

Name of the audit firm:

Stamp of the audit firm

Date:

UDIN :

### Notes:

- In case the Bidder does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Bidder.*
- Please do not attach any printed Annual Financial Statement.*

## 8.9 Appendix X: Self-Declaration

### Undertaking

*(To be submitted on the letterhead of the Bidder)*

Ref.

Date:

To

The Director  
Directorate of Industries,  
Majitha House,  
Shimla, Himachal Pradesh, India 171002  
Phone: 0177-2526240  
Email: dirindus-hp@nic.in

**RFP for:** Selection of Chartered Accountants Firm (CA Firm) for upcoming Bulk Drug Park in District Una, Himachal Pradesh

Dear Sir,

I/ We have read and understood the RFP document for the captioned Assignment provided to us by the Department and I/ we hereby agree and undertake asunder:

- i. we hereby represent and confirm that our Proposal is unconditional in all respects and we agree to the terms of proposed consultancy agreement, draft of which also forms a part of the RFP document provided to us;
- ii. we have not been blacklisted/ barred by the Government of Himachal Pradesh/ Government of India/ any State Government or any agency of Government of Himachal Pradesh/ Government of India/ any State Government from participating in any Proposal or tendering process.
- iii. we are not submitting our Proposal as a JV/ Consortium.

Yours sincerely,

Signature of Authorized Signatory {in full}:

Name and Title of Signatory:

Name of the Bidder

## Format of Agreement for Consultancy Services

This **AGREEMENT** (herein after referred to as the “**Agreement**”) is made on the [■] day of the month of [■], 2023 at Shimla, Himachal Pradesh.

### **BETWEEN**

The Director, Directorate of Industries, Majitha House, Shimla-171002, Himachal Pradesh (herein after referred to as the “**Client**” which expression shall include the irrespective successors and permitted assigns, unless the context otherwise requires), the party of First Part.

### **AND**

M/s [■], having its offices at [■], through its [■] (herein after referred to as the “**Consultant**” which expression shall include the irrespective successors and permitted assigns), the party of Second Part;

Both “**Client**” and the “**Consultant**” individually referred as “**Party**” and collectively as “**Parties**”.

### **WHEREAS:**

- A. The Client vide its Request for Proposal (RFP) document bearing Ref No. [■] dated [■] for Selection of Chartered Accountants Firm (CA Firm) for upcoming Bulk Drug Park in District Una, Himachal Pradesh (hereinafter referred to as the “**Project**” or “**Assignment**”);
- B. The Consultant submitted its proposal for the aforesaid Assignment, whereby the Consultant represented to the Client that it had the required experience and professional skill set, and in the said Proposals, the Consultant also agreed to provide the Services (*defined below*) to the Client on the terms and conditions as set forth in the RFP and this Agreement;
- C. The Client, on acceptance of the aforesaid proposal of the Consultant, awarded the Assignment vide its Letter of Award bearing Ref. No. .... dated [■] (the “**LoA**”) at the total consultancy cost of Rs..... (Rupees in words);
- D. The Consultant towards compliance with the terms and conditions of the RFP, have since provided Performance Security by way of unconditional and irrevocable Bank Guarantee bearing no..... dated ..... for an amount of Rs..... (Rupees in words) in favour of the Client valid upto .....20...., as a pre-condition for signing of this Agreement.
- E. In pursuance of the LoA, the Parties have agreed to enter into this Agreement.

**NOW, THEREFORE,** the Parties here to hereby agree as follows:

### **1.0 Definitions and Interpretation**

- 1.1 The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

- a) “**Agreement**” means this Agreement, together with all the Schedules;
- b) “**Agreement Value**” shall have the meaning set for the Clause 16.2;
- c) “**Applicable Laws**” means all the laws which are applicable to the Consultant and the Services being performed by it under this Agreement having being enacted or brought into force by the Government of India (“**GoI**”) or the Government of Himachal Pradesh including any Acts, rules, bye-laws, regulations, orders, ordinances, protocols, schemes, codes, guidelines, policies, notices, directions, judgments, decrees and any other instruments having the force of law as may be issued and/or in force from time to time during the subsistence of this Agreement;
- d) “**Assignment**” means the consultancy and transaction advisory services to be provided by the Consultant for the **Selection of Chartered Accountants Firm (CA Firm) for upcoming Bulk Drug Park in District Una, Himachal Pradesh**
- e) “**Confidential Information**” shall have the meaning set forth in Clause 6.1;
- f) “**Conflict of Interest**” shall have the meaning set forth in Clause 5.4 read with the provisions of RFP;
- g) “**Dispute**” shall have meaning set forth in Clause 20.1;
- h) “**Effective Date**” means the date on which this Agreement comes into force;
- i) “**Guidelines**” mean the Guidelines of the Scheme “Promotion of Bulk Drug Parks” issued by the Department of Pharmaceuticals, Ministry of Chemicals and Fertilizers, Government of India dated 27.07.2020;
- j) “**INR, Re. or Rs.**” means Indian Rupees;
- k) “**Party**” means the Client or the Consultant, as the case may be, and Parties means both of them.
- l) “**Personnel**” means professionals including Key Staff as specified in the RFP and support staff provided by the Consultant to perform Services or any part thereof;
- m) “**RFP**” means the Request For Proposal document in response to which the Consultant’s proposal for providing Services was accepted;
- n) “**Scheme**” means the scheme for “Promotion of Bulk Drug Parks” notified vide Gazette Notification No. 31026/16/2020, Policy dated 21.07.2020 by the Government of India;
- o) “**Services**” means the work to be performed by the Consultant pursuant to this Agreement and as described in the Scope of the Work hereto;
- p) “**State Government**” means the Government of Himachal Pradesh;
- q) “**State Implementing Agency**” or “**SIA**” means the special purpose vehicle under incorporation as a Government Company by the State Government under the Scheme.

- r) “**ThirdParty**” means any persons or entity other than the Government, Client and the Consultant.

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.

1.2 The following documents along with all addenda issued hereto shall be deemed to form and be read and construed as integral part of this agreement and in case of any contradiction between or among them, the priority in which a document would prevail over other another would be as laid down below beginning from the highest priority to the lowest priority as follows:

- a) Agreement;
- b) Schedules to the Agreement;
- c) Letter of Award;
- d) RFP document.

## **2.0 General**

### **2.1 Relation between the Parties**

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between Client and Consultant. Consultant shall, subject to this Agreement, have complete charge of Personnel performing the services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

### **2.2 Rights and obligations**

The mutual rights and obligations of Client and Consultant shall be as set forth in the Agreement, in particular:

- (a) Consultant shall carry out the Services in accordance with the provisions of the Agreement; and
- (b) Client shall make payments to consultant in accordance with the provisions of the Agreement.

### **2.3 Governing law and Jurisdiction**

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts of at Shimla, Himachal Pradesh shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

### **2.4 Language**

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

### **2.5 Table of contents and headings**



The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

## **2.6 Notices**

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- (a) in case of Consultant, be given by e-mail and by letter delivered by hand to the address given and marked for attention of Consultant's Representative or to such other person as Consultant may from time to time designate by notice to the Client; provided that notices or other communications to be given to an address outside the city may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by e-mail to the number/address as Consultant may from time to time specify by notice to the Client;
- (b) in the case of Client, be given by e-mail and by letter delivered by hand and be addressed to Client with a copy delivered to Client Representative or to such other person as Client may from time to time designate by notice to Consultant; provided that if Consultant does not have an office in the same city as Client's office, it may send such notice by e-mail and by registered acknowledgement due, air mail or by courier; and
- (c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of an email, it shall be deemed to have been delivered on the working days following the date of its delivery.
- (d) For the purpose of notices under this clause, the respective contact details of the Parties are as follows:

### **To the Client:**

Name:  
Designation:  
Address:  
Phone No.:  
Email Id:

### **To the Consultant:**

Name:  
Designation:  
Address:  
Phone No.:  
Email Id:

**2.7 Location**

The Services shall be performed at offices of the Client in accordance with the provisions of RFP and at such locations as are incidental thereto, including the offices of the Consultant.

**2.8 Authorized Representatives**

2.8.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by Client or Consultant, as the case may be, may be taken or executed by the officials of Client & Consultant.

2.8.2 Client may, from time to time, designate one of its officials as Client Representative. Unless otherwise notified, Client Representative shall be:

[\*\*\*\*\*]

2.8.3 Consultant may designate one of its employees as Consultant’s Representative. Unless otherwise notified, Consultant’s Representative shall be:

Name:

Designation.

Mobile:

E-mail:

2.8.4 The Consultant shall be bound by all undertakings and representations made by its authorized Representative and any covenants stipulated hereunder, with respect to this Agreement, for and on their behalf.

2.8.5 For the purpose of execution or performance of the obligations under this Agreement, the Client’s Representative would act as an interface with the Consultant’s Representative. The Consultant shall comply with any instructions that are given by the Client’s Representative during the course of this Agreement in relation to the performance of its obligations under the terms of this Agreement and the RFP.

2.8.6 A committee comprising of representatives from the Client and the Consultant shall meet on a quarterly basis to discuss any issues / bottlenecks being encountered. The Consultant shall draw the minutes of these meeting sand circulate to the Client.

**2.9 Taxes and Duties**

Unless otherwise specified in the Agreement, Consultant shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and Client shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

**3.0 Commencement and Completion of Agreement**

**3.1 Effectiveness of Agreement**

This Agreement shall come into force and effect on Effective Date and shall stay in force till the completion of all deliverables as detailed in **Schedule 'A'** within the timeline set forth therein.

### **3.2 Commencement of Services**

Consultant shall commence the Services within 7 (seven) days from the Effective Date, unless otherwise agreed by the Parties.

### **3.3 Termination of Agreement for failure to commence Services**

If Consultant does not commence the Services within the stipulated timeline, Client may, by not less than 1 (one) weeks' notice to Consultant, declare this Agreement to be null and void, and in the event of such a declaration, this Agreement shall stand terminated and Consultant shall be deemed to have accepted such termination.

### **3.4 Expiry of the Agreement**

Unless terminated earlier in terms hereof or extended by the Client, this Agreement shall expire upon the earlier of (i) expiry of a period of 60 (sixty) days after completion of the final deliverable as specified in **Schedule-A**, to the satisfaction of the Client or (ii) period of 6 (six) months from the Effective Date.

### **3.5 Entire Agreement**

This Agreement and schedules along with appendices altogether constitute a complete and exclusive statement of the terms of the Agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or verbal understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of Consultant arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement. Without prejudice to the generality of the provisions on matters not covered by this Agreement, the provisions of RFP shall apply.

### **3.6 Modification of Agreement**

Modification of the terms and conditions of this Agreement, including any modification of the scope of the services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposal for modification made by the other Party.

### **3.7 Force Majeure**

Neither Consultant nor Client shall be liable for breach of this Agreement caused by circumstances beyond either Party's reasonable control.

#### **3.7.1 Definition**

Force Majeure is herein defined as any cause, which is beyond the control of the Consultant or the Client as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

- a. Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics.
- b. Acts of the Government or Central Government, including but not limited to war, declared or undeclared priorities, quarantines and embargos.
- c. Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notifies the other in writing of such causes.

Provided that Force Majeure shall not include any events caused due to acts/ omissions of such Party or result from a breach/ contravention of any of the terms of the Agreement, Proposal and/ or the RFP. It shall also not include any default on the part of a Party due to its negligence or failure to implement the stipulated/ proposed precautions, as were required to be taken as a prudent person. The failure or occurrence of a delay in performance of any of the obligations of either Party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen, or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected Party shall inform the other Party in writing within five days of the occurrence of such event. The Client will make the payments due for Services rendered till the occurrence of Force Majeure event. However, any failure or lapse on the part of the Consultant in performing any obligation as is necessary and proper, to negate the damage due to projected Force Majeure events or to mitigate the damage that may be caused due to the above-mentioned events or the failure to provide adequate disaster management/ recovery or any failure in setting up a contingency mechanism would not constitute Force Majeure, as set out above.

### *3.7.2 No breach of Agreement*

The failure of a Party to fulfil any of its obligations here under shall not be considered to be a breach of, or default under, this Agreement in so far as such in ability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

### *3.7.3 Measures to be taken*

- a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.
- b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen)days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

- c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

#### *3.7.4 Extension of Time*

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

#### *3.7.5 Consultation*

Not later than 30 (thirty) days after the Consultant has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

### **3.8 Suspension of Agreement**

The Client may, by not less than 15 (fifteen) days written notice of suspension to Consultant, suspend all payments to Consultant hereunder if Consultant shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding 21 (Twenty One) days after receipt by Consultant of such notice of suspension.

### **4.0 Termination of Agreement**

#### *4.1. Termination by the Client*

The Client may, by not less than 30 (thirty) days' written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in this Clause, terminate this Agreement if:

- a) the Consultant fails to deliver any part of the Service within the time period specified in this Agreement, or any extension thereof granted by the Client.
- b) the Consultant fails to perform any other obligation under this Agreement within the specified period of delivery of Service or any extension granted thereof;
- c) the Consultant, in the judgment of the Client, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Agreement.
- d) the Consultant fails to remedy any breach here of or any failure in the performance of its obligations hereunder or poor/ unsatisfactory services by the Consultant, as specified in a notice of suspension pursuant to Clause 3.8 herein above, within 30 (thirty) days of receipt of such notice of suspension or within such further period as the Client may have subsequently granted in writing;
- e) the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 20 hereof;
- f) the Consultant submits to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultant knows to be false;

- g) any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;
- h) the Consultant fails to maintain the validity of the Performance Security during the term of this Agreement; or
- i) the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- j) as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 45 (forty five) days;
- k) as a result of stoppage of grant or withdrawal of approval by the Government of India in relation to the upcoming Bulk Drug Park;
- l) the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

#### *4.2. By the Consultant*

The Consultant may, by not less than 30 (thirty) days written notice to the Client, such notice to be given after the occurrence of any of the events specified in this Clause, terminate this Agreement if:

- a) the Client is in material breach of its obligations pursuant to this Agreement and has not remedied the same within thirty (30) days (or such longer period as the Consultant may have subsequently agreed in writing) following the receipt by the Client of the Consultant's notice specifying such breach;
- b) there are more than 2 unpaid invoices and Department fails to remedy the same within 45 days of the submission of the last unpaid invoice
- c) The Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause 20 hereof.

#### *4.3. Cessation of rights and obligations*

Upon termination of this Agreement pursuant to Clauses 3.3, 3.4 or 4 hereof, all rights and obligations of the Parties here under shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survive such Termination; (ii) the obligation of confidentiality set forth in Clause 6 hereof; and (iii) any right or remedy which a Party may have under this Agreement or the Applicable Law. Provided however, in the event of termination by the Client for reasons (a) to (h) of Clause 4.1 above, the amount of Performance Guarantee shall be forfeited by the Client.

#### *4.4 Cessation of Services*

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 4.1 or 4.2, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

#### 4.5 *Payment upon Termination*

Upon termination of this agreement pursuant to Clauses 4.1 or 4.2 hereof, the Client shall make payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the Client) for all work-in-progress, Services already performed, and expenses incurred by it up to and including the effective date of the termination of this Agreement.

### **5.0 Obligations of Consultant**

#### **5.1 Standards of Performance**

The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods while ensuring strict compliance with the provisions of the Scheme and Guidelines. The Consultant shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to Client, and shall at all times support and safeguard Client's legitimate interests in any dealings with Third Parties.

#### **5.2 Scope of Work**

The scope of services to be performed and the deliverables to be provided by consultant are specified in the Scope of Work (SoW) at **Schedule 'A'** of this Agreement. The Consultant shall provide the deliverable specified therein in conformity with the time schedule stated therein including any activities/ work which may be incidental for achieving the successful closure of the Assignment.

#### **5.3 Applicable Laws**

Consultant shall perform the services in accordance with the Applicable Laws and shall take all practicable steps to ensure that the Personnel and agents of the Consultant comply with the Applicable Laws or any amendment thereof governing inter-alia the Bulk Drug Park and shall keep the Client indemnified in this regard.

#### **5.4 Conflict of Interest**

Consultant shall hold Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

#### **5.5 Prohibition of conflicting activities**

Neither Consultant nor the personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;
- (b) after the termination of this Agreement, such other activities as may be specified in the Agreement; or
- (c) at any time, such other activities as have been specified in the Agreement/RFP as Conflict of Interest.

**5.6 Consultant not to benefit from commissions, discounts, etc.**

The remuneration of Consultant pursuant to shall constitute Consultant's sole remuneration in connection with this Agreement or the services and Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and Consultant shall use its best efforts to ensure that any personnel and agents of either of them, similarly shall not receive any such additional remuneration.

**5.7** Consultant and its personnel shall observe the highest standards of ethics and not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice (collectively the "Prohibited Practices"). Notwithstanding anything to the contrary contained in this Agreement, Client shall terminate this Agreement forthwith by a communication in writing to Consultant, without being liable in any manner whatsoever to Consultant, if it determines that Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices during the implementation of the project. In such an event, Client shall forfeit and appropriate the Performance Security, as mutually agreed genuine pre-estimated compensation and damages payable to Client towards, *inter alia*, time, cost and effort of Client, without prejudice to Client's any other rights or remedy hereunder or in law.

**5.8** For the purposes of clear understanding, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) **"corrupt practice"** means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected during implementation of the project (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of Client who is or has been associated in any manner, directly or indirectly dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of his/ her from the date such official resigns or retires from or otherwise ceases to be in the service of Client, shall be deemed to constitute influencing the actions of a person, or engaging in any manner whatsoever, after the issue of 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 adviser in relation to any matter concerning the Project;
- (b) **"fraudulent practice"** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts.
- (c) **"coercive practice"** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or



actions during implementation of the project or the exercise of its rights or performance of its obligations by Client under this Agreement;

- (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by Client with the objective of canvassing, lobbying or influencing in any manner (ii) having a Conflict of Interest.

## 6.0 Confidentiality

6.1 The Consultant and its Personnel shall not, either during the term or within 18 (Eighteen) months after the expiration or termination of this Agreement disclose any proprietary information, including information relating to the Services under this Agreement or information provided by correlating to the Client’s technical processes, business affairs or finances or any information relating to the SIA, or their employees, officers or other professionals or suppliers, customers, etc. and any other information which the Consultants under an obligation to keep confidential in relation to the Assignment, the Services or this Agreement (**“Confidential Information”**). Notwithstanding the aforesaid, the Consultant, and its Personnel may disclose Confidential Information to the extent that such confidential Information:

- a) is or becomes public other than through a breach of this Agreement,
- b) is subsequently received by the recipient from a third party who, to the recipient’s knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information,
- c) was known to the recipient at the time of disclosure or is thereafter created independently,
- d) is disclosed as necessary to enforce the recipient’s rights under this Agreement, or
- e) must be disclosed under applicable law, legal process or professional regulations.

6.2 Either of the Parties may use electronic media to correspond or transmit information and such use will not in itself constitute a breach of any confidentiality obligations under this Agreement. Subject to applicable law, Consultant may provide Client Information to its related entities (**“Service Providers”**) who may collect, use, transfer, store or otherwise process it (collectively the **‘Process’**) in various jurisdictions in which they operate for purposes related to:

- a) the provision of the Services only;
- b) complying with regulatory, and legal obligations to which Consultant is subject;
- c) conflict checking;
- d) for risk management and quality reviews; and for
- e) Consultant’s internal financial accounting, information technology and other administrative support services (collectively **‘Processing Purposes’**). Consultant shall be responsible for maintaining the confidentiality of Client regardless of by whom such information is processed on its behalf.

6.3 With respect to any services apply to the relationship between Client or its associated entities and any Consultant firm, Client represents, to the best of its knowledge, as of the date of this

Agreement, that neither Client nor any of its affiliates has agreed, either verbally or in writing, with any other advisor to restrict its ability to disclose to anyone the tax treatment or tax structure of any transaction to which the services relate. An agreement of this kind could impair Consultant's independence as to the audit of Client or that of any of its affiliates or require specific tax disclosures as to those restrictions. Accordingly, Client agrees that the impact of any such agreement is Client's responsibility.

## **7.0 Liability of Consultant and Client**

7.1 In no event shall either party be liable for consequential, incidental, indirect, or punitive loss, damage or expenses (including lost profits). The Consultant or the Client shall not be liable to the other hereunder or in relation hereto (whether in contract, tort, strict liability or otherwise) for more than the value of the fees to be paid (including any amounts invoiced but not yet paid) under this Agreement.

## **8.0 Accounting, Inspection and Auditing**

The Consultant shall:

- (a) keep accurate and systematic accounts and records in respect of the services provided under this Agreement, in accordance with internationally accepted accounting principles and standards such as Indian Accounting Standards, GAAP, etc. and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of Consultant's costs and charges); and
- (b) permit Client or its designated representative periodically, and up to one year from the expiration or termination of this Agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client.
- (c) follow the GFR, 2017 (as amended from time to time), CVC Guidelines & Manual for Procurement of Consultancy & Other Services, 2022 (as amended from time to time).

## **9.0 Reporting obligations**

9.1 The Consultant shall submit to Client the reports and documents specified in **Schedule 'B'** of this Agreement, in the form, and within the time periods set forth herein or as may be prescribed by the Client.

9.2 Any information, advice, recommendations or other content of any reports, presentations Bid Documents or other communications the Consultant provides under this Agreement ("**Documents**"), other than Client Information, are for effective completion of the Assignment and further submission to competent authorities for approval.

### **9.3 Documents prepared by Consultant to be property of Client**

9.3.1 All reports and Documents prepared by the Consultant in performing the Services under this Agreement shall become and remain the property of the Client. The Consultant shall upon termination or expiry of this Agreement, deliver all such Documents to the Client together with any other materials and data provided by the Client. The Consultant may retain a copy of such Documents but shall not use the Documents or the information specific to the Assignment elsewhere without written permission of the Client.

- 9.3.2 The Consultant may process Client Information relating to identified or identifiable natural persons (“**Personal Data**”) in various jurisdictions in which it operates. Consultant will Process Personal Data in accordance with data protection requirements under applicable law and professional regulations. The Consultant will require any service provider that processes Personal Data on its behalf to adhere to such requirements.

## **10.0 Providing access to Project Office and Personnel**

The Client’s officials, who has been authorised by Client in this behalf, shall have the right to inspect & monitor the Services in progress, interact with Personnel of the Consultant, issue instructions on behalf of the Client and verify the records relating to the Services for his/ her satisfaction.

## **11.0 Accuracy of Documents**

- 11.1 The Consultant shall be responsible for accuracy of the reports and Documents drafted and/ or vetted and data collected by it directly or procured from other agencies/authorities, estimates and all other details prepared by it as part of the Services herein. The Consultant shall be liable to the Client against any inaccuracy in its work which might surface during implementation of the project by the selected strategic investor, if such inaccuracy is the result of any negligence or inadequate due diligence on the part of the Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the Documents including any re-survey/ investigations/ assessments, etc.
- 11.2 The Client may incorporate into the Documents that it intends to use Consultant’s summaries, calculations or tables contained in a report, but not its recommendations, conclusions or findings. Consultant must assume sole responsibility for the contents of those Documents.

## **12.0 Personnel**

### **12.1 General**

The Consultant shall deploy and provide such qualified and experienced Personnel as may be essential to carry out the Services as specified in the Agreement and as required from time to time. The Consultant’s team shall be composed of Key Staff personnel and such experts and specialists i.e. the “Professional Personnel” in their respective/ relevant areas of expertise and managerial/ support staff such that the Consultant is able to complete the Assignment successfully and effectively within the specified time schedule as specified under the Scope of Work.

### **12.2 Deployment of Personnel**

- 12.2.1 The designations, names and other particulars including qualifications of each of the Consultant’s Personnel required in carrying out the Services shall be submitted by Consultant to Client for its approval. The Personnel/ team is required to work in close coordination with the Directorate of Industries, SIA, other departments & organizations of the State Government, as may be required from time to time.

12.2.2 The Team as proposed (the “Key Staff”) shall be mandatorily deployed by Selected Bidder for the execution of the Assignment. The team will be required for meetings and carrying out requisite activities as a part of the Scope of Work. However, the team is not required to be deployed full-time onsite throughout the assignment but will have to be available at Shimla, whenever called for meetings/ discussions.

### 12.3 **Approval of Personnel**

No Personnel shall be engaged for the Assignment without prior approval of Client. The Consultant shall submit the CV of the proposed substitute Personnel to the Client for approval. The Client may approve or reject such proposal within 14 (fourteen) days of receipt thereof. In case the CV is rejected, the Consultant shall propose an alternative person for Client’s consideration.

### 12.4 **Substitution/ Removal of Personnel**

12.4.1 The Client expects all the Personnel proposed by Consultant to be available during implementation of the project. Client will not consider any substitution of Personnel approved by it except under compelling circumstances beyond the control of Consultant and the concerned Personnel. However, the substitute person should be equal to or better qualified than the designated person.

12.4.2 The Consultant shall not hire any Personnel for Services under this Agreement that, by its nature, may be in conflict with another assignment of the Consultant.

12.4.3 If Client finds that any of the Personnel including dedicated Key Staff have (i) committed serious misconduct or has been charged with having committed an illegal/criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel (iii) finds the personnel ineffective or otherwise unsuitable to perform the duties, then Consultant, at Client’s written request therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the client without any protest.

### 13.0 **Working hours, overtime, leave, etc.**

The Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in the Agreement, and Consultant’s remuneration shall be deemed to cover these items. All leaves to be allowed to the Personnel is excluded from the man-days of the Service. Any taking of leave by any Personnel for a period exceeding 7 days shall be subject to the prior approval of the Client, and Consultant shall ensure that any absence on leave will not delay the progress and quality of the Services.

Whenever required, the Consultant’s Team has to follow the working hours, working days and Holidays of the State Government.

14.0 **Project Manager:** Consultant shall designate a suitable person as the **Project Manager** who shall be responsible for day-to-day performance of the Services and act as nodal point of contact for Client. The details of such person are as under:

Name:

Designation:

Mobile Number:

Email Address:

## **15.0 Obligations of the Client**

15.1 The Client shall provide assistance to consultant in getting clearances or approvals, etc.

Unless otherwise specified in the Agreement, Client shall make best efforts to ensure that the Government shall:

- b) provide Consultant's Personnel with work permits and such other documents as may be necessary to enable Consultant, its Personnel to perform the Services;
- c) facilitate prompt clearance through customs of any property required for the Services; and
- d) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the services.

### 15.2 Right of Monitoring, Inspection and Periodic Audit

The Client reserves the right to monitor/ assess the progress/ performance at any time during the course of the Agreement. The Client may demand, and upon such demand being made, the Consultant shall provide with any document, data, material or any other information required to assess the progress of the Assignment. Any deviations or contravention identified as a result of such review assessment would need to be rectified by the Consultant, failing which the Client may, without prejudice to any other rights that it may have, issue a notice of default.

## **16.0 Payment to Consultant**

16.1 The cost of the Services payable to Consultant is set forth in **Schedule-B** provided in the Agreement.

16.2 The payments under this Agreement shall not exceed the agreement value specified herein (the "**Agreement Value**"). The Parties agree that the Agreement Value is [\*\*\*\*\*] does not include any additional costs that may be payable to Consultant.

16.3 The Parties agree that other than the Agreement Value specified above, no additional payments shall be made to Consultant.

16.4 Consultant's fees is exclusive of GST.

16.5 All payments shall be made in **INDIAN RUPEES**.

## 16.6 Mode of Billing and Payment

Billing and payments in respect of the Services shall be made as follows: -

- (a) Consultant shall be paid for its services as per the payment terms set forth in **Schedule-B** of this Agreement, subject to Consultant fulfilling the following conditions:
  - (i) No payment shall be due for a particular deliverable till Consultant completes to the satisfaction of Client the work pertaining to such deliverable; and
  - (ii) Client shall pay to Consultant, only the undisputed amount.
- (b) Client shall cause the payment due to the Consultant to be made within 30 (thirty) days after the receipt by the Client of duly completed bills with necessary particulars.
- (c) Any amount which Client has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by Consultant to Client within 30 (thirty) days after receipt by Consultant of notice thereof. Any such claim by Client for reimbursement must be made within 1 (one) year after such payment being made. Any delay by the Consultant in reimbursement by the due date shall attract simple interest @ 10% (ten per cent) per annum.
- (d) All payments under this Agreement shall be made to the account of Consultant as may be notified to the Client by the Consultant.

## 17.0 Performance Security, Liquidated Damages & Penalty

- 17.1 **Performance Security:** For the purposes of this Agreement, Performance Security shall be deemed to be an amount equal to 5% (Five per cent) of Agreement Value. The Performance Security shall be kept alive for a period of 60 days beyond the term of the Agreement including any extended period.
- 17.2 The Performance Security, shall be appropriated by the Client against breach of this Agreement or for recovery of liquidated damages as specified above. The balance remaining out of the Performance Security shall be returned to Consultant at the end of three months after the expiry of this Agreement, thereof. For the avoidance of doubt, the Parties hereto expressly agree that in addition to appropriation of the amounts withheld hereunder, in the event of any default requiring the appropriation of further amounts comprising the Performance Security, the Client may make deductions from any subsequent payments due and payable to the Consultant hereunder, as if it is appropriating the Performance Security in accordance with the provisions of this Agreement.
- 17.3 The Consultant shall furnish the Performance Security by way of an unconditional and irrevocable Bank Guarantee from a Nationalized/ Scheduled Bank, within a period of 21 (twenty-one) days from the date of receipt of LoA from the Client, in the form specified in the RFP.
- 17.4 **Liquidated Damages for error/variation**

In case any error or variation is detected in the deliverables to be submitted by Consultant as a part of the services to be performed by it under this Agreement and such error or variation is the result of negligence or lack of due diligence on the part of Consultant, the damages

thereof shall be quantified by Client in a reasonable manner and recovered from Consultant by way of deemed liquidated damages, subject to a maximum of 10% of the Agreement Value.

#### **17.5 Liquidated Damages for delay**

In case of delay in completion of Services or any deliverables, liquidated damages not exceeding an amount equal to 0.2% (zero point two per cent) of the Agreement Value per day, subject to a maximum of 10% (ten per cent) of the Agreement Value shall be imposed and shall be recovered by way of deduction from the payment(s) to be made to the Consultant under this Agreement and/ or appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of Consultant, suitable extension of time may be granted subject to such conditions as deemed appropriate by the Client.

#### **17.6 Encashment and appropriation of Performance Security**

Client shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to Consultant in the event of breach of this Agreement or for recovery of liquidated damages.

#### **17.7 Penalty for deficiency in Services**

In addition to the liquidated damages not amounting to penalty, as specified above, warning may be issued to Consultant for minor deficiencies on its part. In case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of Client, other penal action including debarring for a specified period may also be initiated.

#### **18.0 Indemnity**

In no event shall either party be liable for consequential, incidental, indirect, or punitive loss, damage or expenses (including lost profits). The Consultant or the Client shall not be liable to the other hereunder or in relation hereto (whether in contract, tort, strict liability or otherwise) for more than the value of the fees to be paid (including any amounts invoiced but not yet paid) under this Agreement. The value of indemnity for either party is capped at total professional fee.

#### **19.0 Fairness and Good Faith**

##### **19.1 Good Faith**

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realisation of the objectives of this Agreement.

##### **19.2 Operation of the Agreement**

The Parties recognise that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to

the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this clause shall not give rise to a dispute subject to arbitration in accordance with Clause 20 hereof.

## **20.0 Settlement of Disputes**

- 20.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “**Dispute**”) shall at the first instance be settled amicably through direct negotiations.
- 20.2 If after 15 (fifteen) working days from the commencement of such direct negotiations, the Dispute is not resolved, it shall be referred to the Additional Chief Secretary, Industries to the Government of Himachal Pradesh. Pending the submission of and/or decision on a dispute, difference or claim or until the matter is decided by Additional Chief Secretary, Department of Industries, Government of Himachal, the Consultant shall continue to perform all its obligations under this Agreement without prejudice of final adjustment in accordance with such award.
- 20.3 In the event, the Dispute is not resolved within 21 (twenty-one) working days of such reference or such longer period as mutually agreed between the Parties, as evidenced by written terms of settlement, either Party may refer the Dispute to arbitration in accordance with the provisions specified below.
- 20.4 If in pursuance to any written settlement as referred in Clause 20.3 above, any Party fails to give effect to the same, the other may terminate this Agreement, by giving a written notice of termination of minimum 30 (thirty) days.
- 20.5 Either Party may refer the Dispute for arbitration to be conducted in accordance with the Rules of Arbitration of the Indian Council of Arbitration (the “**Rules**”), and the award (the “**Award**”) made in pursuance thereof shall be binding on the parties.
- 20.6 The seat of the arbitration shall be Shimla, India. The language of the arbitration shall be English.
- 20.7 The arbitrators shall make a reasoned Award. Any Award made in any arbitration held pursuant to this Clause shall be final and binding on the Parties as from the date it is made, and Consultant and Client agree and undertake to carry out such Award without delay.
- 20.8 The Consultant and the Client agree that an Award may be enforced against the Consultant and/or the Client, as the case may be, and their respective assets wherever situated.
- 20.9 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

## **21.0 Entire Agreement**

The terms and conditions laid down in this Agreement and all annexure thereto as also the Proposal and any attachments/annexes thereto shall be read in consonance with and



form an integral part of this Agreement. This Agreement supersedes any prior contract, understanding or representation of the Parties on the subject matter.

**22.0 Transfer of Assignment**

The Consultant shall not transfer any interest, right, benefit or obligation under the Agreement without the prior written consent of the Client.

**23.0 Survival**

The provisions of this Agreement in relation to documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of this Agreement and in relation to confidentiality, the obligations continue to apply unless the Client notifies the Consultant in writing of its release from those obligations.

**24.0 Waiver**

Any waiver of any provision of this Agreement is ineffective unless it is in writing and signed by the Party waiving its rights. Provided however, a waiver by either Party in respect of a breach of a provision of this Agreement by the other Party is not a waiver in respect of any other breach of that or any other provision. The failure of either Party to enforce at any time any of the provisions of this Agreement shall not be interpreted as a waiver of such provision.

**IN WITNESS WHERE OF**, the Parties here to have caused this Agreement to be signed and executed in their respective names as of the day, month and year first above written.

**SIGNED, SEALED AND DELIVERED** For and on behalf of Consultant:

(Name)  
(Designation) (Address)

**SIGNED, SEALED AND DELIVERED** For and on behalf of the Client:

(Signature)  
(Name)  
(Designation)

**Witnesses:**

**1**.....  
(Signature)  
Name:  
Address:

**2**..... (Signature)  
Name:  
Address:

## **SCHEDULE 'A'**

### **Scope of Work and Deliverables**

The initial contract will be of **3 (Three) years** from the date of its signing in which the consultant has to ensure the completion of project. and extension for **2 (Two) years** is allowed subject to requirement of the project.

The scope of work of the agency shall include an end-to-end assistance (to but not limited to) to the SIA in the following tasks:

**a. Defining Accounting Policies and Procedures**

This will cover the defining policies relating to Income Recognition, Expenditure provisioning, Depreciation, Taxation, GST accounting policies, related parties' transactions, Accounting for Grants, preparation of reporting calendar, etc.

**b. Preparation of Accounting Manuals**

To prepare the Accounts manuals, delegation of authority in the form of Standard Operating Procedures (SOPs) for each type of accounting event. This will also cover training and conditioning of the related staff.

**c. Handling of Direct and Indirect Tax matters, returns, assessment matters, etc.**

This will cover regular TDS deductions and payment as per applicable laws, filing of return, reconciliations, GST related activities, reconciliation with GSTN portal, Input Tax Credit verifications, filing replies with Tax authorities and Assessment related matters.

**d. Coordination with Auditors and Finalization of Accounts**

Finalization of Balance Sheet, Statutory Auditors, AG Audit Himachal Pradesh, and Internal Auditors

**e. Company Law Matters and Secretarial Work**

The firm must have a qualified Company Secretary as a part of their team to look after all corporate secretarial matters like maintenance of Secretarial Registers, Issuance of notices and agenda items for Board Meetings, Annual General Meetings etc., recording Minutes of Meetings – Board, committees, etc., filing of all MCA returns and forms.

**f. Providing Legal Opinion on Finance, Taxation and Accounting Matters**

The firm must have qualified lawyers and legal consultants as a part of their network to provide all legal consultancy and advise (not filing and representation in legal cases) relating to Financial, Direct and Indirect Tax Matters, banking matters and accounting related issues.

**g. Dealing with Strategic Partners for Finance related matters**

After the introduction of Strategic Partner, regular dealing will be required with them on finance related matters including preparation of information, reports and answering their queries.

**h. Optimum utilization of Surplus Funds for maximization of returns**

To provide advisory function for investment of unutilized funds for the maximization of returns.

**i. Monthly reporting as per reporting Calendar.**

Preparation and sending of periodical MIS reports as per the requirements of the management.

**Note:**

The Client shall provide comments/suggestions upon receipt of each report/ document from the Consultant. Thereafter the parties shall hold discussions and pursuant to the same, the Consultant shall incorporate the comments/ suggestions of the Department as mutually discussed.

The above SoW is only indicative and not exhaustive.