

**No. 50018/2/2022-NIPER(Part-I)**

**Government of India**

**Ministry of Chemicals & Fertilizers**

**Department of Pharmaceuticals**

**Request for Proposal (RFP)**

**Request for Proposal from CPSEs/Public Financial Institutions for  
as a Project Management Agency (PMA) for “Promotion of  
Research and Innovation in Pharma and MedTech Sector” (PRIP)  
Scheme**

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## **R.F.P Document**

### **1. Request for Proposal from CPSE/Public Financial Institutes to work as PMA (Project Management Agency) for PRIP Scheme**

#### **1.1 Advertisement for RFP/ First stage of Two-stage Bidding**

The Gazette Notification dated 17.08.2023 regarding PRIP Scheme is available on the website of the Department of Pharmaceuticals, [viz., www.pharmaceuticals.gov.in](http://www.pharmaceuticals.gov.in)

#### **1.2 Invitation of Request in Two-stage Bidding.**

The Department of Pharmaceuticals (hereinafter referred as DoP) invites RFP from **CPSE/Public Financial Institutes** (prospective bidders) for Project Management Agency (PMA) Service for **the component B** of '*Promotion of Research and Innovation in Pharma and MedTech Sector*' scheme. The successful Bidder will provide consultancy services in accordance with the specifications provided in the scheme guidelines and in the scope of work. DoP now seeks RFP from Bidders of repute for Project Management Agency (PMA) Service for the PRIP Scheme. The RFP for this bid is in two stages viz.

- i. The Pre-qualification criteria (Technical Evaluation Criteria)
- ii. The Financial Evaluation Criteria

### **2. Introduction to the project**

In order to transform Indian Pharma MedTech sectors from cost based to innovation- based growth by strengthening the research

infrastructure in the country, Government of India has come out with a scheme called 'Promotion of Research and Innovation in Pharma MedTech (PRIP) Sector.' The indicative activities may be seen in the Guidelines of the Scheme.

The aim of the scheme is to encourage industry for R&D in priority areas and to inculcate the culture of quality research and nurture our pool of scientists by promoting industry-academia linkage. This will lead to sustained global competitive advantage and contribute to quality employment generation in the country.

### **3. Terms of Reference (TOR)**

A Project Management Agency (PMA) shall be selected by Department of Pharmaceuticals (hereinafter referred as DoP) for providing secretarial, supervisory, technical, managerial and implementation support and to carry out other responsibilities as assigned by DoP within the framework of scheme and guidelines thereof.

**The PMA** shall be responsible for **Component B of the scheme**, inter-alia for:

- i. Receipt of applications, examination and processing of applications and issuing acknowledgements.
- ii. Weekly submission to DoP the status of applications received and processed under the Scheme.
- iii. Making appropriate recommendations to the PAAC for approval of applications under the Scheme

- iv. Examination of claims for disbursement of incentive and making appropriate recommendations to the PAAC.
- v. Verification of the reconciliation of disbursement claims with prescribed documents.
- vi. Compilation of data regarding progress and performance of the Scheme through Quarterly Review and other information/documents.
- vii. Creation and maintenance of dashboard for day-to-day monitoring of the scheme related activities.
- viii. Carry out inspections /visit of selected projects as when required by DoP/PAAC.
- ix. Providing secretarial and other support to the TC and PAAC for carrying out its responsibilities.
- x. Any other activity, as assigned by DoP for implementation of the scheme.

#### **4. Information to Institutes regarding the procedure for submission of proposal**

- a. The financial bid shall be **quoted in the percentage form of the grant-in-Aid of the project cost** for component **B** of the scheme. The scheme has a total financial outlay of Rs 5000cr. for the period 2023-24 to 2027-2028 with financial outlay of Rs 4300 Cr for Component B
- b. **Component A** aims to enhance the research infrastructure by establishing Centers of Excellence (CoEs) at the National Institutes of Pharmaceutical Education & Research (NIPERs) in

core areas of Pharma MedTech research. This component has been allocated a total budget of Rs. 700 crores.

- c. Under **Component B**, the policy emphasizes six 'Priority areas' and provides financial assistance to companies and projects engaged in in-house and academic research and development (R&D). This component is further divided into three categories:

- (i) **Category B I** focus on companies that are willing to conduct research in the six priority areas through collaboration with reputed government institutes. Under this category, up to about 9 established companies would be selected for this category with a funding allocation of Rs 1,125 Cr over a period of 5 yrs.

- (ii) **Category B II** offers funding to research projects in the six priority areas that have reached the successfully validated level of Technology Readiness Level (TRL) 5, with the goal of progressing towards higher TRLs. A total of about 30 projects will be selected under this category, with a funding allocation of Rs. 3,000 crores over a period of five years.

- (iii) **Category B III** provides funding to research projects in the six priority areas, specifically designed to support Indian startups and MSMEs in reaching TRL 4. About 125 projects would be provided funding under this category, with a total funding of Rs. 125 crores over a duration of five years.

**The services of PMA shall be required for management of component B related activities.**

- (d) Any attempt by a bidder to influence the bid evaluation process may result in the rejection of its RFP.

(e) Once the Bidder is selected MoU or one to one agreement is to be executed among the selected Bidder (PMA), DoP of the Project for Implementation and Monitoring etc.

#### **4.1 Completeness of response**

- i. Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents and Scheme guidelines carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP documents and Scheme guidelines with full understanding of its implications.
- ii. The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of its proposal.

#### **4.2 RFP preparation costs & related issues.**

- i. The Bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in the conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of the proposal, in providing any additional information required by the DoP to facilitate the evaluation process, unless explicitly specified to the contrary.
- ii. DoP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

- iii. This RFP does not commit DoP to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award or for preparing this RFP.
- iv. All materials submitted by the Bidders will become the property of DoP and may be returned completely at its sole discretion.

#### **4.3 Query from Bidders**

- i. The Bidder may address their queries with regard to the R.F.P through email on or before 15 days of issuance of scheme guidelines to the officer whose details are provided below (Nodal Officer):

**Geetha Ashok**, Under Secretary- NIPER & R&D Section, Department of Pharmaceuticals, Janpath Bhawan, New Delhi [Email: - <geetha.ashok@gov.in>]

#### **4.4 Responses to queries and issue of corrigendum**

- i. The Nodal Officer notified by the DoP will endeavor to provide a timely response to all queries. However, DoP makes no representation as to the completeness or accuracy of any response made in good faith.
- ii. At any time prior to the last date for receipt of bids, DoP may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP document by issuing a corrigendum.
- iii. The corrigendum or clarifications (if any) to the queries from all Bidders may be posted on the [www.pharmaceuticals.gov.in](http://www.pharmaceuticals.gov.in), or emailed to all participants of the pre-bid conference.



- iv. Any such corrigendum shall be deemed to be incorporated into this RFP.
- v. In order to afford prospective Bidders reasonable time in which to take the corrigendum into account in the preparation of their bids, DoP may, at its discretion, extend the last date for the receipt of RFP Bids.

#### **4.5 Corrigendum**

The Corrigendum, if any, will be available on the website of the Department of Pharmaceuticals.

#### **4.6 Right to terminate the RFP process**

- i. DoP may terminate the RFP process at any time without assigning any reason. DoP makes no commitments, expression or implied that this process will result in a business transaction with anyone.
- ii. This RFP does not constitute an offer by the DoP. The Bidder's participation in this process may result in DoP shortlisting the Bidder to submit a complete financial/project response at a later date.

#### **4.7 Submission of responses**

The Pre-qualification (Technical) and financial bids shall be submitted in two separated sealed covers kept in a sealed envelope and super scripted Project Management services and Invitation letter No. **50018/2/2022-NIPER(Part-I)**. This envelope should contain a hard copy of RFP seal marked.

- i. Bids shall consist of supporting proof and documents as defined in the Pre-qualification section with financial bid.

- ii. Bidder shall submit all the required documents as mentioned in the Appendix including various templates (Form 1 to Form 4). It should be ensured that various formats mentioned in this RFP should be adhered to and no changes in the format should be done.
- iii. The envelope should clearly indicate the name, address, telephone number, Email ID and fax number of the Bidder.
- iv. Each copy of the RFP should be a complete document and should be bound as a volume. The document should be page numbered, must contain the list of contents with page numbers and shall be initialed by an authorized representative of the Bidder.
- v. Different copies must be bound separately.
- vi. Bidder must ensure that the information is furnished by him or her in the original paper bid document.
- vii. RFP document submitted by the Bidder should be concise and contain only relevant information as required.

#### **4.8 Bid submission format**

The entire proposal shall be strictly as per the forms 1 to 4 specified in this RFP and any deviation may result in the rejection of the Bidder's RFP.

#### **4.9 Venue and the deadline for submission**

- i. Proposals must be received at the address specified below latest by **13th October, 2023 at 5:00 p.m.** at Ms. Geetha Ashok, Under Secretary (NIPER), Room no. 302, B-wing, Janpath Bhawan, New Delhi - 110001(Address) by hand or by speed post.

- ii. Any proposal received by the DoP after the above deadline shall be rejected and returned unopened to the Bidder.
- iii. DoP shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.
- iv. The bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- v. DoP reserves the right to modify and amend any of the above-stipulated condition/criteria depending upon project priorities vis-à-vis urgent commitments.

## **5. Eligibility and Pre-qualification criteria (Technical Evaluation Criteria)**

The Bid opening committee will scrutinize the mandatory documents listed in table no. 1 and the companies fulfilling the same will be scrutinized as per table no 2.

**Table 1:**

Sl. No.	Basic requirement	Specific requirements	Documents required
1.	Legal Entity	Should be a company registered under the provisions of the Indian Companies Act, 2013 or a partnership firm registered under the	<ul style="list-style-type: none"> <li>• Certificate of incorporation/ Partnership deed.</li> <li>• GST registration certificate.</li> <li>• Certificate of commencement of</li> </ul>

		<p>Indian Partnership Act, 1936 or the Limited Liability Partnerships Act, 2008.</p> <p>-Registered with the service tax authorities.</p> <p>-Should have been operating for the last three years.</p>	business (if applicable).
2.	<p>Board resolution / Power of attorney in favour of Authorized signatory</p>	<p>A board resolution OR power of attorney in the name of the person executing the bid, authorizing the signatory to commit the Bidder.</p>	<p>Board resolution; OR Power of attorney with appropriate supporting documents</p>
3.	<p>Annual turnover</p>	<p>Annual turnover from services related to Project management/Income from relevant consultancy services generated during each of the last three financial years (as per</p>	<p>Extracts from the audited balance sheet and profit &amp; loss; OR Certificate from the statutory auditor</p>

		the last published balance sheet (should be in INR)	
4.	Technical capability	Bidder must have successfully completed Project management & implementation work	Completion certificates from the client, Work order Certified by the statutory auditor  and  Work Order and Phase Completion Certificate from the client.

### Technical Shortlisting criteria

**Table 2:**

Sl. No.	Technical Selection Criteria	Score	Max Score	Minimum score to be obtained for qualification
1.	Company shall have average turnover (T) of minimum Rs. 10 crore over the FY 2019-20, FY 2020-21 and FY 2021-22	5	15	5

	For Rs. 10 crore < 50 crore	5		
	Rs. Above 50 Cr	5		
2.	Obtaining of 1 work order of Project Management	5	15	5
	For every additional work order	3		
3.	Completion of 1 no. of Project /phases of project	5	20	5
	For every additional work order	5		
	Total		50	15

## 6. Financial bids opening (Financial Evaluation Criteria)

The Financial bids shall be opened of those companies which fulfill the minimum score in pre-qualification criteria (Technical evaluation criteria) i.e. 15. Score for financial evaluation criteria is as per table 3.

**Table 3:**

Sl.No.	Financial Criteria	Max. Score
1	The companies quoting the lowest rate (single rate) fee for all projects.	50
	<b>Total</b>	<b>50</b>
The Lowest bidder will get the highest Max score and further score will be calculated based on Pro rata basis		

Example		
Sl. No.	Financial Criteria	Max. Score
1	The companies quoting 5% fee for all the project i.e.	50
2	The companies quoting 6% fee for all the project i.e.	41.67
3	The companies quoting 7% fee for all the project i.e.	35.71
Score= (Lowest Percentage in fee* Max. Score) / Quoted Percentage rate		

## 7. Evaluation Process and Selection of Bidder

- i. The Bid Evaluation committee constituted by the DoP shall evaluate the responses and all supporting documents & documentary evidence. Inability to submit required supporting documents or documentary evidence may lead to rejection of the Bids.
- ii. Each of the responses shall be evaluated based on the pre-qualification (Technical) and financial criteria respectively.
- iii. The decision of the Bid Evaluation committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the evaluation process conducted by the Bid Evaluation Committee.

- iv. The Bid Evaluation Committee reserves the right to reject any or all proposals without citing any reasons.
- v. The proposal with the highest weighted combined score (Technical and Financial, 70:30 shall be selected. Companies secured the highest score in the selection criteria (Technical and Financial evaluation) shall be selected for awarding the projects. In case of tie, companies having high turnover will be selected.

## 8. Payment Term

Payment Terms is in respect of implementation of the project and subsequently release of funds by the Department. This is in alignment with the release of funds to the selected applicants under the Central Sector Schemes as per existing DoE's guidelines and will be aligned to the guidelines as amended from time to time.

Instalment	Percentage of funds	Remarks/ Pre-requisite
1	25	PMA shall receive its first fee payment in lieu of Project shortlisting and appraisal after the approval of a project by the PAAC in prescribed form GFR-12A for the amounts utilized in accordance with GFR-2017
2	25	Next PMA fees will be paid only after PAAC approves the release of 2nd instalment which will be



		contingent upon submission of UC's of at least 75% against release of first instalment to SPV in prescribed form GFR-12A for the amounts utilized in accordance with GFR-2017.
3	25	3rd release of payment of fees to PMA only after PAAC approves the release of 3rd instalment to SPV, which will be contingent on submission of 100% Utilisation Certificate of first instalment and 75% Utilisation certificate of 2nd instalment against the funds released to it in prescribed form GFR-12A for the amounts utilized in accordance with GFR-2017.
4	25	After submission of Utilisation Certificate (UC) of 4th Installment and completion of total project work by the SPV in prescribed form GFR-12A for the amounts utilized in accordance with GFR-2017

## **9. Appendix: Bid submission forms**

The Bid completed in all respects is to be submitted by hand or by speed post at **Ms. Geetha Ashok, Under Secretary (NIPER), Room no. 302, B-wing, Janpath Bhawan, New Delhi - 110001**

Proposal / pre-qualification bid shall comprise of following forms:

**Form 1:** A letter of Invitation (Covering letter with correspondence details)

**Form 2:** Details of the Bidder's related to project implementation.

**Form 3:** Compliance sheet for pre-qualification criteria

**Form 4:** Financial Bid Quotation format

**Form 1: A letter of Invitation** (Covering letter with correspondence details)

<Location, Date>

To,

**Ms. Geetha Ashok,  
Under Secretary (NIPER),  
Room no. 302, B-wing, Janpath Bhawan,  
New Delhi - 110001**

Madam,

We, the undersigned, offer to provide the Project Management Services for **“Promotion of Research and Innovation in Pharma and MedTech Sector” (PRIP) Scheme**

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

Sl. No.	Information	Details
1.	Name of the Contact Person	
2.	Address of the Contact Person	
3.	Name, designation and contact, address of the person to whom, all references shall be made, regarding this RFP	
4.	Telephone number of the Contact Person	
5.	Mobile number of the Contact Person	
6.	Fax number of the Contact Person	

7.	Email ID of the Contact Person	
8.	Corporate website URL	

We are hereby submitting our Request for Proposal (RFP) in printed format.

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

We understand and agree to comply that on verification if any of the information provided here is found to be false/misleading DoP reserve the right to disqualify and terminate the work order at any point of time. We are liable to be dismissed from the selection process or termination of the resultant contract during the project.

We hereby declare that our proposal submitted in response to this RFP is made in good faith and the information contained is true and correct to the best of our knowledge and belief.

For and on behalf of <<Legal name of bidding entity>>

<<Authorised Signatory's signature affixed with corporate seal>>

Name: <<Insert Name of Contact>> Title: <<Insert Name of Contact>>

Signature: <<Insert Signature>>

## **Form 2: Details of the bidder.**

Sl.No.	Information sought	Details to be furnished
1	Name and address of the bidding institution	

2	Incorporation status of the institution (Public limited/ private limited etc)	
3	Year of establishment	
4	Date of registration	
5	Registrar of Companies (RoC) reference no.	
6	Details of company registration	
7	Details of registration with appropriate authorities for service tax	
8	Name, address, email, phone nos. and mobile number of the contact person	

**Form 3: Compliance sheet for pre-qualification criteria (Technical Evaluation)**

Sl.No.	Basic requirement	Documents required	Provided (Yes/No)
1.	Legal Entity	<ul style="list-style-type: none"> <li>• Certificate of incorporation / Partnership deed</li> <li>-GST registration certificate</li> <li>• Certificate of commencement of business (if applicable)</li> </ul>	

2	Board resolution / Power of attorney in favour of Authorized signatory	Board resolution; OR Power of attorney with appropriate supporting documents	
3.	Annual turnover	Extracts from the audited balance sheet and profit & loss; OR Certificate by the statutory auditor	
4.	Technical capability	Completion certificates from the client, Work order Certified by the statutory auditor and  Work Order and Phase Completion Certificate by the client	

#### Form 4: Financial Bid Quotation format (Financial Evaluation)

Sl. No.	Name of PMA	Single Price Quotation * i.e. percentage form of Grant-in-Aid

\*Single Price Quotation i.e. percentage form of Grant-in-Aid to be submitted to DoP for all the Projects.

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

For and on behalf of <<Legal name of bidding entity>>

<<Authorised Signatory's signature affixed with corporate seal>>

Name: <<Insert Name of Contact>> Title: <<Insert Name of Contact>>

Signature: <<Insert Signature>>

## **Agreement**

Between

**Department of Pharmaceuticals**

**Ministry of Chemicals &**

**Fertilizers Government of India**

**(GoI)**

And

**Project Management Agency (PMA)**

For consultancy and other assistance to the scheme namely  
**“Promotion of Research and Innovation in Pharma and MedTech  
Sector” (PRIP) Scheme**



## AGREEMENT

This Agreement entered on \_\_\_\_\_[Day]  
of \_\_\_\_\_[Month]\_\_\_\_\_[Year]  
by and between:

The President of India, acting through and represented by Deputy Secretary (NIPER/R&D), Department of Pharmaceuticals under Ministry of Chemicals and Fertilizers (MoCF), Government of India, New Delhi-110001, (hereinafter after referred to as the “DoP” which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors in office and assigns) of the **First Party**.

And

Project Management Agency, namely ....., situated at \_\_\_\_\_, represented by its Managing Director/Chief Executive Officer (hereinafter referred to as the “PMA” which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors in the office and assigns) of the **Second Party**.

In this Agreement, the DoP and the PMA are individually referred to as “**Party**” and collectively as the “**Parties**”.

**WHEREAS** the DoP has introduced a scheme named as “**Promotion of Research and Innovation in Pharma and MedTech Sector**” (PRIP **Scheme**” (PRIP herein) with the objective to promote industry-academia linkage for R&D in priority areas and to inculcate the culture of quality

research and nurture our pool of scientists. and wishes to engage a Project Management Agency (PMA).

**AND WHEREAS** quotations are invited by the DoP from eligible bidders under the two-stage system viz. (i) Technical Bid (ii) Financial Bid to provide services with the specifications provided in the scheme guidelines and in the scope of work;

**AND WHEREAS**, the PMA named above has submitted a proposal/RFP offering its services for implementation of the Scheme in accordance with the Scope of the work mentioned in the RFP dated ..... and Scheme guidelines dated ..... framed thereunder.

**AND WHEREAS**, the DoP has approved the proposal of ..... (name of the PMA) pursuant to selection under two- stage bidding system vide letter\_\_\_\_\_ dated\_\_\_\_\_ appointing it as PMA for implementation of the scheme in accordance with the Scheme notification and the Guidelines thereof.

**AND WHEREAS**, the PMA is willing to offer the services and other assistance as mentioned in the scope of work.

**AND WHEREAS**, in consideration of mutual premises, representations, and other good and valuable consideration the

receipt of which is hereby acknowledged, the Parties are desirous to enter into an agreement.

1. The commencement of the Agreement is with immediate effect, on the day of signature by parties on the Agreement. All rights and obligations of the Parties shall be deemed to have commenced and accrued from this date.
2. The Agreement shall remain valid from the date of signing of Agreement and will remain valid till\_\_. On expiry of the validity, the Agreement may be extended as may be required with mutual written consent of both the parties.

As per Para-3 of the RFP, the PMA would act as a catalyst in expeditious implementation of the projects in systematic, professional, and transparent manner and shall be responsible for secretarial, management and implementation support and to carry out other responsibilities as assigned by DoP withing the framework of scheme and guidelines thereof. The PMA shall provide the following support to attain the objectives enshrined in the Scheme.

3. This Agreement outlines the commitments of the Department of Pharmaceuticals (DoP) as follows:
  - i. To constitute Project Appraisal and Approval Committee (PAAC) for issuing approval letters to selected proposer/applicants/.
  - ii. To Constitute a Technical Committee (TC) under the clause 7 of the scheme.

- iii. Ensure timely convening of the meeting(s) of the designated groups/ committees to review the physical and financial progress of the Scheme and the projects thereof;
  - iv. To accord in-principle and Final approval of the select project;
  - v. To make sure for the timely approval and release of Grant-in-Aid as per the guidelines of the PRIP Scheme;
  - vi. Release of Project Management fee (PMA charges) and reimbursement of other charges
  - vii. To frame policies, guidelines, rules etc. from time to time deemed necessary to provide necessary support to the scheme.
4. Termination of the Agreement may be done by either party on account of following reasons:
- i. PMA- Only, if any fee payable by DoP is outstanding for a period of more than 180 calendar days, then PMA with due notices shall have right to terminate the contract.
  - ii. DoP- If progress on the scheme is not being made as envisaged and/or Terms & Conditions of the Approval letter/ Agreement/ Scheme / Scheme Guidelines/ Directions are not being complied with.
6. Breach of any of the terms of this Agreement or any report being non-acceptable to the DoP for lack of professional quality shall deemed to be an event of default by the PMA. On the occurrence of any of the event of default on the part of PMA, the DoP may terminate this Agreement and claim Default refund of any money paid or invoke the bank guarantee and refuse to make any more payment.

7. For this engagement, the DoP shall pay the PMA @ .....% of the Grant-in-aid released which will be inclusive of GST. This agreement includes all of the PMA's costs and deliverables as well as any tax obligation that may be imposed on it. Schedule of Payments mentioned in the Scheme Guidelines is only indicative and the actual amount as professional Fees will be released to PMA based on Actual Grant-in-Aid approved by DoP for release.
8. Any studies, reports or other material, graphic, software or otherwise, prepared by the PMA for the DoP/Government under the Agreement shall belong to and remain the property of the DoP (GoI).
9. PMA shall not take up any task at any stage with the applicants under the PRIP Scheme in respect of application under any other Scheme or any other tasks, which creates conflict of interest. However, there would not be any restriction on PMA to extend financial facilities, including loans to any of the applicants under other schemes. Any existing financial assistance from PMA, extended to any of the applicants, prior to any application under the scheme, shall also not be treated as conflict of interest, provided relevant disclosure is made in this regard to DoP
10. For this Agreement "*Force Majeure*" means the occurrence of an event or circumstance that prevents or impedes a party from performing one or more of its obligations under the Agreement, if and to the extent that party proves:

[a] that such impediment is beyond its reasonable control; and

[b] that it could not reasonably have been foreseen at the time of the conclusion of the Agreement; and

[c] that the effects of the impediment could not reasonably have been avoided or overcome by the affected party.

- i. In the absence of proof to the contrary, the following events affecting a party shall be presumed to fulfil conditions [a] and [b] under Article- 10 of this Article, and the Affected Party only needs to prove that condition [c] of Article- 10 is satisfied:
  - a. war (whether declared or not), hostilities, invasion, act of foreign enemies, extensive military mobilization.
  - b. civil war, riot, rebellion and revolution, military or usurped power, insurrection, act of terrorism, sabotage or piracy.
  - c. currency and trade restriction, embargo, sanction.
  - d. act of authority whether lawful or unlawful, compliance with any law or governmental order, expropriation, seizure of works, requisition, nationalization.
  - e. plague, epidemic, natural disaster, or extreme natural event.
  - f. explosion, fire, destruction of equipment, prolonged breakdown of transport, telecommunication, information system or energy.
  - g. general labour disturbance such as boycott, strike and lock-out, go-slow, occupation of factories and premises.
- ii. A party successfully invoking this Article is relieved from its duty to perform its obligations under the Agreement and from any liability in damages or from any other remedy for breach of Agreement, from the time at which the impediment causes inability to perform, provided that the notice thereof is given without delay. If notice thereof is not

given without delay, the relief is effective from the time at which notice thereof reaches the other party. Where the effect of the impediment or event invoked is temporary, the above consequences shall apply only as long as the impediment invoked impedes performance by the affected party. Where the duration of the impediment invoked has the effect of substantially depriving the parties of what they were reasonably entitled to expect under the Agreement, either party has the right to terminate the Agreement by notice within a reasonable period to the other party. Unless otherwise agreed, the parties understand that the Agreement may be terminated by either party if the duration of the impediment exceeds 180 days.

- iii. Where Article 10 (ii) above applies and where either party has, by reason of anything done by another party in the performance of the Agreement, derived a benefit before the termination of the Agreement, the party deriving such a benefit shall pay to the other party a sum of money equivalent to the value of such benefit.
- The parties hereto recognize that, any dispute or difference between the parties in context to this Agreement or matters incidental thereto shall be taken up for resolution, through AMRCD and guidelines thereof, of the Department of Legal Affairs, Ministry of Law & Justice, No. 334774/DoLA/AMRD/2019 dated 31<sup>st</sup> March 2020 and as amended, supplemented, updated and/or augmented from time to time. In this context, all disputes arising out of or related to this Agreement, including without limitation all matters connected with its performance, will be governed by, and construed and interpreted under the laws of India.

11. From time to time during the Term, either Party (as the “Disclosing Party”) may disclose or make available to the other Party (as the “Receiving Party”) information about its business affairs, goods and services (including any Forecasts), confidential information and materials comprising or trade secrets, third-party confidential information and other sensitive or proprietary information. Such information, as well as the terms of this or other Agreement and other information that by its nature can reasonably be expected to be considered confidential, whether orally or in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as “confidential” constitutes “Confidential Information” hereunder. Confidential Information does not include information that at the time of disclosure: (a) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this Article-12(i) by the Receiving Party or any of its Representatives; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was known by or in the possession of the Receiving Party or its Representatives prior to being disclosed by or on behalf of the Disclosing Party; (d) was or is independently developed by the Receiving Party without reference to or use of, in whole or in part, any of the Disclosing Party’s Confidential Information; or (e) is required to be disclosed pursuant to applicable Law; provided, that the Receiving Party (i) provide prompt written notice thereof to the Disclosing Party to enable the Disclosing Party to seek a protective order or otherwise prevent such disclosure and (ii)



disclose only that portion of the Confidential Information required to comply with such requirement. Further:

- ii. The Receiving Party shall, from disclosure of such Confidential Information: (a) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (b) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (c) not disclose any such Confidential Information to any Person, except to the Receiving Party's Representatives who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. The Receiving Party shall be responsible for any breach of this Article caused by any of its Representatives.
- iii. On the expiration or earlier termination of this Agreement or at any time during or after the Term, at the Disclosing Party's written request, the Receiving Party and its Representatives shall, promptly return or permanently destroy all Confidential Information and copies thereof that it has received under this Agreement, except where prohibited by applicable Law.
- iv. The Parties acknowledge and agree that: (a) a breach or threatened breach by a Party of any of its obligations under Article-12 (Confidentiality) would give rise to irreparable harm to the other Party for which monetary damages would not be an adequate remedy and

(b) in the event of a breach or a threatened breach by a Party of any such obligations, the Parties shall, in addition to any and all other rights and remedies that may be available to a Party at law, at equity or otherwise in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court or an arbitral tribunal or a tribunal or an appropriate machinery of dispute resolution of competent jurisdiction, without any requirement to prove actual damages.

- Integrity must prevail throughout the life-cycle of a business transaction, from its negotiation to its performance and resulting remuneration. In that very context, the PMA agree and undertakes that, at all times in connection with and throughout the term of the Agreement and thereafter, it will comply with and that it will take reasonable measures to ensure that its subcontractors, agents or other third parties, subject to its control or determining influence, will comply with the following provisions:
  - i. PMA will prohibit the following practices at all times and in any form, in relation with a public official at the international, national or local level, an official or candidate to political office, and an officer, employee or a professional engaged on fixed term basis of DoP, whether these practices are engaged in directly or indirectly, including through third parties:
    - a. Bribery is the offering, promising, giving, authorizing or accepting of any undue pecuniary or other advantage to, by or for any of the persons listed above or for anyone else in order to

obtain or retain a business or other improper advantage, e.g. in connection with public or private procurement contract, grants, regulatory permits, taxation, customs, judicial and legislative proceedings. Bribery often includes: (i) kicking back a portion of a contract payment to government or party officials or to employees of the other contracting Party, their close relatives, friends or business partners or (ii) using intermediaries such as agents, subcontractors, consultants or other third parties, to channel payments to government or party officials, or to employees of the other contracting Party, their relatives, friends or business partners.

- b. Extortion or Solicitation is the demanding of a bribe, whether or not coupled with a threat if the demand is refused. PMA will oppose any attempt of Extortion or Solicitation and is encouraged to report such attempts through available formal reporting mechanisms.
  - c. Trading in Influence is the offering or Solicitation of an undue advantage in order to exert an improper, real, or supposed influence with a view of obtaining from a public official an undue advantage for the original instigator of the act or for any other person.
  - d. Laundering the proceeds of the Corrupt Practices mentioned above is the concealing or disguising the illicit origin, source, location, disposition, movement or ownership of property, knowing that such property is the proceeds of crime.
- With respect to third parties, subject to the control or determining influence of PMA, including but not limited to agents, consultants,

subcontractors, franchisees, lawyers, accountants or similar intermediaries, acting on the PMA's behalf in connection with the negotiation of contracts, the obtaining of licenses, permits or other authorizations, or any actions that benefit the PMA or as subcontractors in the supply chain, PMA should instruct them neither to engage nor to tolerate that they engage in any act of corruption; not use them as a conduit for any corrupt practice; and hire them only to the extent appropriate for the conduct of the PMA's business.

- The PMA further affirms, to take the necessary remedial action in a reasonable time and to inform DoP about such action, if the DoP, as a result of the exercise of audit, inspection, investigation or otherwise brings evidence that the PMA has been engaging in material or repeated breaches of the instant Article and notify the PMA accordingly. If no remedial action is taken or, as the case may be, the defence is not effectively invoked, the DoP may, at its discretion, terminate the Agreement, it being understood that in such cases DoP shall reserve rights to recover all payments disbursed or paid in PMA Charges, as far as permitted by applicable law.
- The Services to be offered by PMA hereunder are professional in nature, and DoP has engaged PMA as a result of PMA's expertise relating to such Services. PMA, therefore, acknowledge that it will not assign, sell, transfer, delegate or otherwise dispose of this Agreement or any right, duty or obligation under this Agreement without the prior written consent of the DoP, which consent shall be within the sole and absolute discretion of DoP.
- No amendments in this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of both the parties.

15. On points where disagreement(s) persists, matter may be referred to Secretary, DoP for a decision which shall be final and binding on both the parties.
16. The Parties expressly acknowledge that all audit rights, payment, confidentiality, indemnification obligations or provisions of this Agreement which by their express or implied terms extend beyond the termination of the PMA's services hereunder, or beyond the termination of this Agreement, shall survive the expiration or termination of this Agreement and effect notwithstanding the termination of the PMA's services or the termination of this Agreement for any reason.
17. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice") must be in writing, and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Article). All Notices must be delivered by personal delivery, courier, post, or Official e-mail. Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this Article.
- i. DoP's authorized representative for the purposes of administration \_\_\_\_\_ of \_\_\_\_\_ this Agreement is \_\_\_\_\_ or successor.  
Phone- \_\_\_\_\_; Email: \_\_\_\_\_.
- ii. PMA's authorized representative for the purposes of administration \_\_\_\_\_ of \_\_\_\_\_ this Agreement is \_\_\_\_\_ or successor.  
Phone- \_\_\_\_\_; Email: \_\_\_\_\_.

18. This Agreement and any other Agreement(s), instruments, undertakings or otherwise herein contemplated to be entered into among, by or with the Parties hereto constitute the entire Agreement between the Parties hereto pertaining to the subject matter hereof and supersede all prior understandings, negotiations, and discussions, whether oral or written, of the Parties hereto. The annexures (agreements, undertakings, bonds etc.) if any, attached to this Agreement form an integral part hereof. Further, this Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original but all of which together shall constitute one and the same Agreement.
19. In connection with this Agreement and all transactions contemplated by this Agreement, PMA hereto accept to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all such transactions.
21. No waiver under this Agreement is effective unless it is in writing, identified as a waiver to this Agreement and signed by an authorized representative of the Party waiving its right. Any waiver authorized on one occasion is effective only in that instance and only for the purpose stated and does not operate as a waiver on any future occasion. None of the following constitutes a waiver or estoppel of any right, remedy, power, privilege or condition arising from this Agreement: (i) any failure or delay in exercising any right, remedy, power or privilege or in enforcing any condition under this

Agreement; or (ii) any act, omission or course of dealing between the Parties.

22. The parties acknowledge that this Agreement constitutes as single and entire understanding that is not severable or divisible, except that if any provisions herein are found to be invalid, the remaining provisions shall continue in full force and effect. Upon a determination that any term or provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
23. This Agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors, personal representatives, and permitted assigns.
24. The PMA assumes any and all liability for any damages, injury and claims relating the engagement and agrees to indemnify and hold the DoP and its Staff, and Officers harmless from and against any and all loss, damages, claims, lawsuits, actions, liability, debts, attorneys' fees, costs, litigation expenses, interest, late charges, demands, suits and judgments arising out of or relating to the Event. All indemnities survive termination of this Agreement.
25. The PMA cognize to promptly give notice to the DoP if and to the extent the PMA becomes aware that any DoP information contains an ambiguity, error, omission, discrepancy, insufficiency or inconsistency or is otherwise insufficient to enable the PMA to perform the Services.
26. The PMA agrees to offer its services against the Scheme mentioned herein. Continuing projects under the PRIP Scheme, if any, shall be

prerogative of the PMA appointed thereof. By executing this agreement PMA agreed to waive any and all rights to participate in the offering and all other rights or interests of PMA appointed under the former scheme[s].

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

Department of Pharmaceuticals (DoP)

Project Management Agency (PMA)

Name: Designation:

Name: Designation:

Witness:

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

\* \* \* \* \*