

BIDDING DOCUMENTS

FOR

***SETUP OF PRODUCTION UNIT FOR
PRODUCTION OF CONCENTRATED POPPY
STRAW (CPS) FROM OPIUM POPPY CROP AND
EXTRACTIONS OF SEMI REFINED MORPHINE ON
PPP BASIS***

Volume I: Request for Proposal (RFP) – Instructions to Bidders

Published Date: 3rd May 2023

Bid Due Date: 29th June 2023

(International Competitive Bidding)

**Office of the Chief Controller of Factories,
Government Opium & Alkaloid Factories,
Department of Revenue, Ministry of Finance, Government of India**

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Section I Notice Inviting Bids (NIB)

Name of the Project: Setup of Production Unit for production of Concentrated Poppy Straw (CPS) from Opium Poppy Crop and extractions of Semi Refined Morphine on PPP basis

Dt:03/05/2023

Bids in the prescribed format are invited for the project.

Name of the Project/ Assignment	Setup of Production Unit for production of Concentrated Poppy Straw (CPS) from Opium Poppy Crop and Extraction of Semi Refined Morphine on PPP basis
Concession Period	20 years (03 years for construction of Production Unit and 17 years of operations)
Name of the Authority / Employer	Office of the Chief Controller of Factories, Government Opium & Alkaloid Factories, Department of Revenue, Ministry of Finance, Government of India
Address of the Authority	CCF, Government Opium & Alkaloid Factories, Block J, Ground floor, near NSIC Technical Centre Okhla Industrial Estate, Phase III, New Delhi – 110020, India
Mode	E- Tendering
Website	https://eprocure.gov.in/eprocure/app
RFP Fee (Non-refundable)	Nil
Start date for download/ Purchase of RFP	03/05/2023, 10:00 AM
Last date of Submission of Clarifications	29/05/2023, 10:00 PM
Date of Pre-bid meeting	19/05/2023, 03:00 PM
Last date for submission of Bid/ Bid Due Date (BDD)	29/06/2023, 05:00 PM
Date of Opening of Technical Bid	30/06/2023, 11:00 AM

Date of Opening of Financial Bid	To be notified after Technical Evaluation to only Technically Qualified Bidders
Bid Validity Period	180 days from Bid Due Date.
Bid Security	INR 3,30,00,000 (Rupees Three Crore Thirty Lakh only), payable as per instructions and manner as set out in the Bidding documents
Performance Security	The Selected Bidder shall at his own expense, deposit 5% of the Total Project Cost as specified in its Financial Package, in form and manner as stipulated in the Article 9 of Volume II – Draft Concession Agreement. All charges whatsoever such as premium, commission, etc. with respect to the Performance Bank Guarantee shall be borne by the Selected Bidder.
Communication	Designated Officer: Chief Controller of Factories, Government Opium & Alkaloid Factories Email ID: goaf.ccf@cbn.nic.in Mobile: +91 9455275857 Tele: +91 11 20883018/ 20883025

It is expressly understood that the party has subscribed to this document with an express understanding that they will use this document only for the sole purpose of participating in the Selection process for the **“Setup of Production Unit for production of Concentrated Poppy Straw (CPS) from Opium Poppy Crop and Extraction of Semi Refined Morphine on PPP basis”** and must not be used for any other purpose. This document must not be passed to a third party except professional advisers assisting with this Bid submission. The document may not be reproduced or communicated, in whole or in part, and its contents may not be distributed in written or oral form without written permission from the issuing Authority.

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Disclaimer

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

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

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

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

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

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

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

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated

with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

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

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

Abbreviations

Acronym	Abbreviation	Reference Clause
BDD	: Bid Due Date	- as defined in Clause 1.1.9
BOQ	: Bill of Quantities	- as defined in Instructions for Online Bid Submission
BOT	: Build Operate Transfer	- as defined in Clause 2.3.5
CCF	: Chief Controller of Factories	- as defined in Clause 1.1.2
COD	: Commercial Operations Date	- as defined in Clause 2.2.1 (iii) g
CPP	: Central Public Procurement	- as defined in Instructions for Online Bid Submission
CPS	: Concentrated Poppy Straw	- as defined in Section 2 (xix) of the NDPS Act
DBFOO	: Design, Build, Finance, Own and Operate	- as defined in Clause 1.1.3
DCR	: Design Control Regulations	- as defined in Clause 8
DSC	: Digital Signature Certificate	- as defined in Instructions for Online Bid Submission
EMD	: Earnest Money Deposit	- as defined in Instructions for Online Bid Submission
EPC	: Estimated Project Cost	- as defined in Clause 1.1.3
GST	: Goods and Services Tax	-
IST	: Indian Standard Time	-
LOA	: Letter of Award	- as defined in Clause 1.3
PAN	: Permanent Account Number	-
PIM	: Project Information Memorandum	- as defined in Clause 2.4.1
PKI	: Public Key Infrastructure	- as defined in Instructions for Online Bid Submission

RFP	:	Request for Proposal	-	as defined in Disclaimer
SRM	:	Semi Refined Morphine	-	means which is a form of opioid active pharmaceutical (purity ranges from 72-77%) ingredients that is derived from opium poppy plant. It is an intermediate product in the process of refining crude opium into pharmaceutical grade morphine. SRM contains varying amounts of Active ingredients as well as other alkaloids and impurities which are removed after further processing. It is typically used as raw material for production of pharmaceutical drugs such as painkillers and cough suppressants.
SPV	:	Special Purpose Vehicle	-	as defined in Clause 2.3.4

Instructions for Online Bid Submission

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

Registration

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

Searching For Tender Documents

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

Preparation of Bids

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

Submission of Bid

- (i) Bidder should log into the site well in advance for Bid submission so that they can upload the Bid in time i.e. on or before the Bid submission time. Bidder will be responsible for any delay due to other issues.
- (ii) The Bidder has to digitally sign and upload the required Bid documents one by one as indicated in the tender document.
- (iii) Bidder has to select the payment option as "offline" to pay the RFP Document fee & EMD/Bid Security as applicable and enter details of the instrument.
- (iv) Bidder should prepare the RFP Document fee & EMD/Bid Security as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of Bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during Bid submission time. Otherwise the uploaded Bid will be rejected.
- (v) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price Bid has been given as a standard BOQ format with the RFP document, then the same is to be downloaded and to be filled by all the Bidders. Bidders are required to download the BOQ file (which is in excel format), open it and complete the white colored (unprotected) cells with their respective financial quotes. No other cells should be changed. Once the details have been completed,

the Bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the Bidder, the Bid will be rejected.

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

Password Maintenance

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

About DSC

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

the expiry of the term, the Digital Signature Certificate can be revalidated by paying the fees again.

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

DSC Providers for Private Firms

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

System Requirements

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

Assistance to Bidders

- (i) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Bid Inviting Authority for a tender or the relevant contact person indicated in the tender.
- (ii) Any queries relating to the process of online Bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. For any Technical queries related to Operation of the Central Public Procurement Portal Contact at:
- (iii) Mobile Numbers: 8319818124
- (iv) The 24 x 7 Toll Free Telephonic Help Desk Number: 1800 3070 2232
- (v) Other Tel: 0120-4200462, 0120-4001002.
- (vi) E-Mail: cppp-nic@nic.in

1. Introduction

1.1 Background

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

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

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

1.1.3 As a part of this endeavour, the Authority has decided to “**Setup of Production Unit for production of Concentrated Poppy Straw (CPS) from Opium Poppy Crop and extractions of Semi Refined Morphine on Public Private Partnership (PPP) basis**” (the “**Project**”) on Design, Build, Finance, Own and Operate (the “**DBFOO**”) basis, and has, therefore, decided to carry out the bidding process for selection of an entity as the Bidder to whom the Project may be awarded. Brief particulars of the Project are as follows:

Name of the Project	Design Capacity of Production Unit	Estimated Project Cost	Bid Security
Setup of Production Unit for production of Concentrated Poppy Straw (CPS) from Opium Poppy Crop and extractions of Semi Refined Morphine on PPP basis	10,000 MT per annum Poppy husk processing capacity	INR 1,65,00,00,000 ¹	INR 3,30,00,000

1.1.4 The Selected Bidder, who is either a single entity or a Consortium, agrees to incorporate a Special Purpose Vehicle (SPV) under the Companies Act, 2013, as such prior to

¹ Includes cost of procuring land parcel for development of the proposed Project; and procurement of proportionate size of land parcel will be the responsibility of the Selected Bidder

execution of the Concession Agreement (the “**Concessionaire**”), shall be responsible for designing, engineering, financing, procurement, construction, operation and maintenance of the Project for a period of 20 years (the “**Concession Period**”), in accordance with the provisions of the Concession Agreement (the “**Concession Agreement**”), to be entered into between the Authority and the Concessionaire in the form provided by the Authority as part of the Bidding Documents pursuant hereto.

- 1.1.5 The scope of work of the Project shall broadly include design, build, finance, own, operate and manage the Project during the Concession Period. The detailed scope of work has been provided in the Volume 2 - Draft Concession Agreement provided as part of the Bidding Document and the Concessionaire will be required to adhere to the applicable laws, acts, norms and guidelines provided by Government of India (GoI), which shall be updated/ amended from time to time. The Bidder would be given the option to plan and design the Project Facilities conforming to the applicable laws and regulations/ norms/ standards for respective project components including arranging approval from the competent authorities.
- 1.1.6 The estimated cost of the Project (the “**Estimated Project Cost**”) has been specified in Clause 1.1.3 above. The Bidders shall consider the cost mentioned as indicative to provide quick understanding of the scale and size of the Project, and shall be required to undertake their own assessment of following aspects but not limited to – plant capacity, capital and operational costs, and other costs associated with setting-up of plant as well as efficiently operating the plant during the Concession Period.
- 1.1.7 The Draft Concession Agreement sets forth the detailed terms and conditions for grant of the Concession to the Concessionaire, including the scope of the Concessionaire’s services and obligations (the “**Concession**”).
- 1.1.8 The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Concessionaire set forth in the Draft Concession Agreement or the Authority’s rights to amend, alter, change, supplement or clarify the scope of work, the Concession to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.
- 1.1.9 The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP, as modified, altered, amended and clarified from time to time by the Authority (collectively the “**Bidding Documents**”), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 for submission of Bids (the “**Bid Due Date**”).

1.2 Brief description of Bidding Process

1.2.1 The Authority has adopted a Single-Stage Two-Envelope bidding process for selection of technically and financially competent Bidder for award of the Project collectively referred to as the Bidding Process (the “**Bidding Process**”). It shall be an International Competitive Bidding Process.

The tendering process is online at e-portal <https://eprocure.gov.in/eprocure/app>. Aspiring Bidders may go through the details given in “Instructions for Online Bid Submission” of the RFP document.

1.2.2 The Bidders (the “**Bidders**”), which expression shall, unless repugnant to the context, include the Member of the Consortium) are required to submit their Bids (the “**Bids**”) in two envelopes (i) Technical Bid and (ii) Financial Bid.

1.2.3 The Qualification stage (the “**Qualification Stage**”) of the Bidding Process involves preliminary evaluation of the Technical Bid to check whether Bid is responsive to the requirements of the RFP document in accordance with Clause 3.2. Further, only responsive Bids shall be considered for detailed techno-financial evaluation for qualification and short-listing of responsive Bidder(s) in accordance with the provisions of this RFP, which expression shall, unless repugnant to the context, include the members of the Bidders bidding as Consortium. At the end of this stage, the Authority shall finalise and announce Technically Qualified Bidders (the “**Technically Qualified Bidders**”) fulfilling the Qualification Criteria.

1.2.4 Financial Bids of only the Technically Qualified Bidders shall be eligible for opening and evaluation (the “**Price Bid Stage**”) of price quoted in the Price BOQ template (the “**Financial Bid**”).

1.2.5 Government of India has issued guidelines (see **Appendix A6**) for qualification of Bidders seeking to acquire stakes in any public sector enterprise through the process of disinvestment. These guidelines shall apply mutatis mutandis to this Bidding Process. The Authority shall be entitled to disqualify a Bidder in accordance with the aforesaid guidelines at any stage of the Bidding Process. Bidders must satisfy themselves that they are qualified to Bid and should give an undertaking to this effect in the form at **Appendix A1**.

1.2.6 The Bidding Documents include the Draft Concession Agreement for the Project. Subject to the provisions of Clause 2.5.1, the aforesaid documents and any addenda issued subsequent to this RFP Document, will be deemed to form part of the Bidding Documents.

1.2.7 Along with the Bid submission, a Bidder is required to make a payment for Bid Security of **INR 3,30,00,000 (Rupees Three Crore Thirty Lakh only)** (the “**Bid Security**”), refundable not later than 60 (sixty) days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security in accordance with the stipulated provisions under the Volume II - Draft Concession Agreement. The Bidder can pay Bid Security either online on the e-procurement portal in form and manner as stipulated on the e-procurement portal or in

form of a Bank Guarantee (BG) acceptable to the Authority and in accordance with provisions of Clause 2.25 of the RFP. In case a Bank Guarantee is provided, its validity period shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, including a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security extended as per the subjective satisfaction & instructions from Authority or consequent to such request by the bidder which is agreed to by the Authority.

- 1.2.8 During the Bidding Process, interested Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Concession including implementation of the Project.
- 1.2.9 Criteria for identifying the Selected Bidder shall be Processing Fee quoted for processing of supplied Poppy Husk and producing Semi Refined Morphine/Alkaloids/Crude form of Alkaloids (the output expected).
- 1.2.10 The Lowest Bidder, (the “**Lowest Bidder**” or ‘L1’) quoting the Lowest Processing Fee shall be the Selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in Sections 3 and 4 of this RFP, be invited to match the Bid submitted by the Lowest Bidder in case the Lowest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the Lowest Bidder, the Authority may, in its discretion, either invite fresh Bids from the remaining Bidders or annul the Bidding Process.
- 1.2.11 The Concessionaire shall, in consideration of its investment and services, be entitled to demand and receive a Processing Fee as per the provision of Concession Agreement.
- 1.2.12 Details of the process to be followed at the Bid Stage and the terms thereof are spelt out in this RFP.
- 1.2.13 Any queries or request for additional information concerning this RFP shall be submitted in writing by speed post/courier/in-person and by e-mail so as to reach the Designated Officer on or before specified date as mentioned in NIB. The communications shall clearly bear the following identification/title:

Subject: Queries/Request for Additional Information: RFP for “**Setup of Production Unit for production of Concentrated Poppy Straw (CPS) from Opium Poppy Crop and extractions of Semi-Refined Morphine on PPP basis**”

1.3 Schedule of Bidding Process

The Authority shall endeavor to adhere to the following schedule:

Sr. No.	Event Description	Date
1	RFP document available Online	03/05/2023, 9:00 AM

Sr. No.	Event Description	Date
2	Last date for receiving queries	17/05/2023, 5:00 PM
3	Pre-bid Conference	19/05/2023, 3:00 PM
4	Authority's response to queries latest	29/05/2023, 10:00 PM
5	Bid Due Date (BDD)	29/06/2023, 05:00 PM
6	Opening date and time of Technical Bid	30/06/2023, 11:00 AM
7	Announcement of Technically Qualified Bidders	On or before 14/07/2023
8	Opening date and time of Financial Bid	To be intimated.
9	Issue of Letter of Award	On or before 09/08/2023
10	Validity of Bids	180 days of Bid Due Date
11	Signing of Concession Agreement	Within 45 days of LOA

1.4 Pre-Bid Conference

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

Date: 19/05/2023

Time: 1500 hours

Venue: Hybrid Mode

(Virtual meeting link shall be provided)

Office of Chief Controller of Factories

Government Opium and Alkaloids Factories,

CCF, Government Opium & Alkaloid Factories,

Block J, Ground floor,

Near NSIC Technical Centre Okhla Industrial Estate,

Phase III, New Delhi – 110020, India

2. Instruction to Bidders (ITB)

A. General

2.1 Scope of the Bid

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

2.2 Eligibility of Bidders

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

- (i) The Bidder for qualification and selection may be a single entity or a group of entities (the “**Consortium**”), coming together to implement the Project. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Bidder. The term Bidder used herein would apply to both a single entity and a Consortium.
- (ii) The Bidder may be a natural person, private entity, government-owned entity registered duly under Indian Companies Act, 1956/ 2013 or applicable laws of foreign countries or any combination of them with a formal intent to enter into a Joint Bidding Agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.3.4 below. The Bidder should not be barred by any central/ state governments or government instrumentalities as on the Bid Due Date.
- (iii) The Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder’s proposal (the “**Damages**”), without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
 - a. The Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 25 per cent of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate is less than 25 per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial

institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause 2.2.1(iii), indirect shareholding held through one or more intermediate persons shall be computed as follows:

- where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and
 - subject always to sub-clause (i) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (ii) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
- b. A constituent of such Bidder is also a constituent of another Bidder; or
- c. Such Bidder or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- d. Such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- e. Such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other’s information about, or to influence the Bid of either or each other; or
- f. Such Bidder or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

Explanation:

In case a Bidder is a Consortium, then the term Bidder as used in this Clause 2.2.1, shall include each Member of such Consortium.

For purposes of this RFP, Associate means, in relation to the Bidder/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/ Consortium Member (the “Associate”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract or otherwise.

- g. A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Members or any Associate thereof, as the case may be, in any manner

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

Notwithstanding anything to the contrary contained in sub-clause (iii) (a) of Clause 2.2.1, a Bidder may, within 10 (ten) days after the Application Due Date remove from its Consortium any Member who suffers from a Conflict of Interest, and such removal shall be deemed to cure the Conflict or Interest arising in respect thereof.

Provided further in case the Authority seeks information / clarification from a Bidders related to occurrence / non-occurrence of Conflict of Interest and the Bidders fails to provide such information within a reasonable time, the Authority shall disqualify the Bidders, encash its Bid Security as per provision of Clause 2.25.7 and further debar it from participation in any future procurement process for a minimum period of 1 (one) year.

2.3 Qualification Criteria

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

A. General Eligibility

- (i) An International Bidder bidding individually or as a Member of a Consortium shall ensure that Power of Attorney is legalised/ apostille by appropriate authority, notarised in the jurisdiction where the Power of Attorney is being issued and requirement of Indian Stamp Act is duly fulfilled; or
- (ii) The Bidder bidding individually or as a Member of the Consortium can be a private company, registered/ incorporated under Indian Companies Act, 1956/ 2013 or other applicable Laws of India (to submit valid certificate of incorporation).
- (iii) The Bidder must have valid PAN, Service Tax, and GST registration numbers in case of National Bidder; whereas, in case of International Bidder must have a valid VAT registration or equivalent registration as applicable in its respective country of incorporation.

B. Technical Capacity

For demonstrating technical capacity and experience (the “**Technical Capacity**”), the Bidder/ any Member of the Consortium shall, [over the past 15 (Fifteen) financial years] preceding the BDD, should have;

technical know-how and experience for development and operation and maintenance of a plant extracting SRM and/ or alkaloids from Poppy Straw using Concentrated Poppy Straw (CPS) technology, and such experience can be demonstrated either through:

- (i) Experience of designing, developing, operating and maintaining of a similar project² of for government authority/ private organisation or own project for atleast 5 (Five) years,
OR
- (ii) Having a Consortium/ Joint Venture with the operator/ technology provider who has the experience of designing, developing, operating and maintaining of a similar project of for government authority/ private organisation or own project for atleast 5 (Five) years³.

C. Financial Capacity

For demonstrating Financial capacity (the “**Financial Capacity**”), the Bidder, preceding the BDD, shall have;

- (i) A minimum Net Worth of INR 41,25,00,000 (rupees forty one crore and twenty five lakh only) at the close of the preceding Financial Year.
 - In case of a Consortium, the Net Worth will be computed as a summation of the Net Worth of each Member, weighted by the equity share of that Consortium Member as mentioned in the Consortium Agreement; and
- (ii) Net Worth should be positive in three preceding financial years. In case of a Consortium, the Net Worth of each Consortium member should be positive in three preceding financial years.

Explanation:

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

2.3.2 The Bidder shall enclose with its Bid, to be submitted as per the formats in **Part B** - and **Part C** - of the **Appendices**, the following:

- (i) Certificate(s) from statutory auditors of the Bidder or its Associates specifying the Net Worth of the Bidder, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such Net Worth conforms to the provisions of this RFP.

² Similar projects shall mean alkaloid manufacturing plant from Poppy Straw or manufacturing plant for alkaloids/ active pharmaceutical ingredients (APIs)

³ In case of any interested Bidder, considering to qualify under Sub-Clause B (ii) of the Clause 2.3.1, for demonstrating Technical Capacity, shall have to mandatorily consider proposing form Consortium with the operator/ technology provider with such interested Bidder proposing itself to be Lead Member with minimum of 75% of shareholding in the proposed Consortium. Other provisions for the Consortium as stipulated in this RFP shall apply too.

- (ii) Certificate(s) from statutory auditors of the Bidder or its Associates specifying the Net Worth of the Bidder, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such Net Worth conforms to the provisions of this Clause (ii) (ii). For the purposes of this RFP, Net Worth (the “**Net Worth**”) shall mean the sum of subscribed and paid-up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders.
- 2.3.3 The Bidder should submit a Power of Attorney as per the format in **Appendix A2**, authorizing the signatory of the Bidder to commit the Bid. In the case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member as per format at **Appendix A3**. In case if the Power of Attorney is in the name of International entity, such Bidder shall ensure requirement as stipulated under Sub-Clause A (i) of Clause 2.3.1 of the RFP.
- 2.3.4 Where the Bidder is a single entity, it may be required to form an appropriate Special Purpose Vehicle, incorporated under the Indian Companies Act, 2013 (the “**SPV**”), to execute the Concession Agreement and implement the Project. In case the Bidder is a Consortium, it shall, in addition to forming an SPV, comply with the following additional requirements:
- (i) Number of members in a Consortium shall not exceed 02 (Two);
 - (ii) Subject to the provisions of sub-clause (a) above, the Bid should contain the information required for each member of the Consortium;
 - (iii) Members of the Consortium shall nominate one member as the lead member (the “**Lead Member**”), who shall have an equity share holding of at least 51% (fifty-one per cent) of the paid up and subscribed equity of the SPV. The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix A3, signed by all the other members of the Consortium;
 - (iv) The Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and O&M obligations;
 - (v) A member of a Consortium cannot be at the same time bid individually or as a member of other Consortium submitting a Bid;
 - (vi) The members of a Consortium shall form an SPV to execute the Project, if awarded to the Consortium;
 - (vii) Members of the Consortium shall enter into a binding Consortium Agreement, substantially in the form specified at **Appendix A4** (the “**Consortium Agreement**”), for the purpose of making the Bid. The Joint Bidding Agreement, to be submitted along with the Bid, shall, *inter alia*: Convey the intent to form an SPV with shareholding/ownership equity commitment(s) in accordance with this RFP, which would enter into the Concession Agreement and subsequently perform all the obligations of the Concessionaire in terms of the Concession Agreement, in case the Concession to undertake the Project is awarded to the Consortium;

- a. clearly outline the proposed roles and responsibilities, if any, of each member;
 - b. commit the minimum equity stake to be held by each member;
 - c. commit that the Lead Member and each of the other members whose experience will be evaluated for the purposes of this RFP, shall subscribe at least 51% (fifty per cent) or more and 10% (ten percent) or more respectively of the paid up and subscribed equity of the SPV and shall further commit that each such member shall, for a period of 5 (five) years from COD of the Project, hold equity share capital not less than: (i) 51% (fifty one percent) of the subscribed and paid up equity share capital of the SPV for Lead member; (ii) 10% (ten percent) of the subscribed and paid up equity share capital of the SPV for each of the other members and, (iii) 5% (five percent) of the Total Project Cost specified in the Concession Agreement;
 - d. include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Concessionaire in relation to the Project until the Financial Close of the Project is achieved in accordance with the Concession Agreement; and
- (viii) Except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Consortium Agreement without the prior written consent of the Authority.
- 2.3.5 Any entity which has been barred by the Central/ State Government, any entity controlled by it, or by any UNSC member country from participating in any project, and the bar subsists as on the date of Bid, would not be eligible to submit a Bid, either individually or as member of a Consortium.
- 2.3.6 A Bidder including any Consortium Member or Associate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, Consortium Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder, Consortium Member or Associate. Provided, however, that where a Bidder claims that its disqualification arising on account of any cause or event specified in this Clause 2.3.7 is such that it does not reflect (a) any malfeasance on its part in relation to such cause or event; (b) any wilful default or patent breach of the material terms of the relevant contract; (c) any fraud, deceit or misrepresentation in relation to such contract; or (d) any rescinding or abandoning of such contract, it may make a representation to this effect to the Authority for seeking a waiver from the disqualification hereunder and the Authority may, in its sole discretion and for reasons to be recorded in writing, grant such waiver if it is satisfied with the grounds of such representation and is further satisfied that such waiver is not in any manner likely to cause a material adverse impact on the Bidding Process or on the implementation of the Project.
- 2.3.7 The following conditions shall be adhered to while submitting a Bid:

- (i) Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Appendices is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;
- (ii) Information supplied by a Bidder (or other constituent Member if the Bidder is a Consortium) must apply to the Bidder, Member or Associate named in the Bid and not, unless specifically requested, to other associated companies or firms.
- (iii) In responding to the Bid submissions, Bidders should demonstrate their capabilities in accordance with Section 2, 3 and 4.
- (iv) In case the Bidder is a Consortium, each Member should substantially satisfy the qualification requirements to the extent specified herein.

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

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

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

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

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

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

for the purposes of a Bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business.

2.4 General terms of bidding

- 2.4.1 The PIM is being provided only as a preliminary reference document by way of assistance to the Bidders who are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids. Nothing contained in the PIM shall be binding on the Authority nor confer any right on the Bidders, and the Authority shall have no liability whatsoever in relation to or arising out of any or all contents of the PIM.
- 2.4.2 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the Draft Concession Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Concession Agreement.
- 2.4.3 Any condition or qualification or any other essential stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 2.4.4 The documents including this RFP and all attached documents, provided by the Authority are and shall remain or become the properties of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.4.4 shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.
- 2.4.5 A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Concession Agreement. In the event any such adviser is engaged by the Selected Bidder or Concessionaire, as the case may be, after issue of the LOA or execution of the Concession Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Concession Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have thereunder or otherwise, the LOA or the Concession Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Concessionaire for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated prior to the Bid Due Date. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from COD of the Project.

2.4.6 This RFP is non-transferable.

2.4.7 Any Award of Project/ Concession pursuant to this RFP shall be subject to the terms of this Bidding Documents.

2.4.8 The Bidder shall submit a Certificate regarding the compliance of the restriction under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 in the letter head of the Bidder duly signed and stamped by the authorized representative of the Bidder to be submitted along with the tender as per the format mentioned in **Appendix A8**.

2.5 Change in composition of the Consortium

2.5.1 The Authority will not permit a change in the composition of the Consortium after the Bids have been submitted and till the selection of the Concessionaire.

2.6 Change of Ownership

2.6.1 By submitting the Bid, the Bidder acknowledges that it was qualified and short-listed on the basis of technical competence and financial capability who shall, until the 5th (fifth) anniversary of COD of the Project, hold equity share capital representing not less than:

- (i) 51% (fifty one percent) of the subscribed and paid-up equity share capital of the SPV for Lead member;
- (ii) 10% (ten percent) of the subscribed and paid-up equity share capital of the SPV for each of the other members and,
- (iii) 5% (five percent) of the Total Project Cost specified in the Concession Agreement;

The Bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum, and shall be in addition to such other obligations as may be contained in the Concession Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement and dealt with as such thereunder. For the avoidance of doubt, the provisions of this Clause 2.6.1 shall apply only when the Bidder is a Consortium.

2.6.2 By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in control of a Consortium Member or an Associate whose Financial Capacity was taken into consideration for the purposes of qualification and short-listing under and in accordance with the RFP, the Bidder shall be deemed to have knowledge of the same and shall be required to inform the Authority forthwith along with all relevant particulars about the same and the Authority may, in its, disqualify the Bidder or withdraw the LOA from the Selected Bidder, as the case may subjective satisfaction be. In the event such change in control occurs after signing of the Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement, and the same shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Concessionaire. In such an event, notwithstanding anything to the contrary contained in the Concession Agreement, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without

prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement or otherwise.

2.7 Number of bids and cost

- 2.7.1 No Bidder shall submit more than one Bid for the Project. A Bidder applying individually or as a member of a Consortium shall not be entitled to submit another Bid either individually or as a member of any Consortium, as the case may be.
- 2.7.2 The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.8 Acknowledgement of Bidders

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

2.9 Verification and disqualification

- 2.9.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Bid and to annul or modify the Bidding Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor. In the event that the Authority

rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

2.9.2 Right to accept or reject any or all Bids.

Notwithstanding anything contained in this RFP, The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

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

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

Such misrepresentation / improper response may lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium and each Member may be disqualified/ rejected. If such disqualification/ rejection occur after the Bids have been opened and the Lowest Bidder gets disqualified/ rejected, then the Authority reserves the right to:

- (iii) take any such measure as may be deemed fit in the subjective satisfaction of the Authority, including annulment of the Bidding Process.

2.9.4 In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the Concession thereby granted by the Authority, that one or more of the qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the LOA or entering into of the Concession Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder or the Concessionaire, as the case may be, without the Authority being liable in any manner whatsoever to the Selected Bidder or Concessionaire. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement, or otherwise.

B. Documents

2.10 Contents of the RFP

2.10.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.12.

Section I Introduction

Section II Instruction to Bidders (ITB)

Section III Evaluation of Bids

Section IV Criteria for Evaluation

Section V Fraud and Corrupt Practices

Section VI Pre-bid conference

Section VII Miscellaneous

Section VIII Project Information Memorandum

Appendices

Part A - Formats for Bid Submission

Appendix A1 - Letter comprising the Bid for Pre-qualification and Technical Evaluation

Appendix A2 - Power of Attorney for signing of Bid

Appendix A3 - Power of Attorney for Lead Member of Consortium

Appendix A4 - Consortium Agreement

Appendix A5 - Bank Guarantee for Bid Security

Appendix A6 - Guidelines of the Department of Disinvestment

Appendix A7 - Statement of Legal Capacity

Part B - Formats for Technical Bid Submission

Appendix B1 - Particulars of the Bidder

Appendix B2 - Technical Capacity of the Bidder

Appendix B3 - Financial Capacity of the Bidder

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Part C - Format for Financial Bid submission

Appendix C1 - Financial Bid Cover Letter

Part D - Integrity Pact

Appendix D1 - Integrity Pact

2.10.2 The Draft Concession Agreement and the Project Information Memorandum (PIM) provided by the Authority as part of the Bidding Documents shall be deemed to be part of this RFP.

2.11 Clarifications

- 2.11.1 Bidders requiring any clarification on the RFP Document may post/upload their queries on the E-tender portal. No other mode of raising queries shall be accepted. The Bidders should post/upload their queries latest by the relevant date and time mentioned in Clause 1.3. The Authority would endeavour to respond to the queries by the date mentioned in Clause 1.3. The responses will be uploaded on e-tender portal only. The Authority will forward its responses, at its sole discretion, to all the Bidders and would include a description of the enquiry and the response of the Authority without identifying the source of the enquiry.
- 2.11.2 The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.
- 2.11.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.
- 2.11.4 To facilitate evaluation of Bidders, the Authority may, at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 2.11.5 If a Bidder does not provide clarifications sought under Clause 2.11.4 above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

2.12 Amendment of Bidding Documents

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

C. Preparation and Submission of Bids

2.13 Language

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

2.14 Preparation of Bid

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

2.15 Online Bid submission

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

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

- (i) Envelope 1: Technical Bid
- (ii) Envelope 2: Financial Bid

2.15.3 **Envelope-I (Technical Bid) shall be submitted online** and shall contain duly filled application in the prescribed format along with the Appendices and documents specified in the RFP.

Envelope-II Financial Bid shall be submitted only online in the prescribed format on the e-portal.

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

Notwithstanding the provisions of Online Bid submission as per 2.14, the hard copy (in Original) of the following documents must be submitted in an envelope at the address given in 2.15.5 on or before the opening date and time of Technical Bid:

- (i) Power of Attorney for signing the Bid (Hard copy in original).
- (ii) Power of Attorney for Lead Member of Consortium (Hard copy in original)
- (iii) [Bank Guarantee / Demand Draft towards Bid Security (Hard copy in original)]
- (iv) The envelope shall be sealed, marked with Bidder’s name and labelled as “Submission of Original Documents as part of participating in procurement for RFP issued for – **“Setup of Production Unit for production of Concentrated Poppy Straw (CPS)**”

from Opium Poppy Crop and extractions of Semi Refined Morphine on PPP basis”

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

2.15.5 The envelope containing hard copies as per 2.15.4 shall be addressed to:

Kind Attention:

Chief Controller of Factories,

Government Opium and Alkaloids Factories,
 Department of Revenue (DOR), Ministry of Finance, Government of India
 CCF, Block J, Ground floor,
 Near NSIC Technical Centre Okhla Industrial Estate,
 Phase III, New Delhi – 110020, India
 TELE- 8319818124

2.16 Instructions for submission of Bid

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

Appendices:

PART A: FORMAT FOR SUBMISSION OF BID		
1	Appendix A1	Letter comprising the Bid for Pre-Qualification and Financial Evaluation.
2	Appendix A2	Power of Attorney for signing the Bid
3	Appendix A3	Power of Attorney for Lead member of the Consortium (if applicable)
4	Appendix A4	Copy of Joint Bidding Agreement- In case of Consortium
5	Appendix A5	Demand Draft or Bank Guarantee towards Bid Security
6	Appendix A6	Guidelines of the department of Disinvestment
7	Appendix A7	Statement of Legal Capacity
8	Appendix A8	- Certificate for restriction under Rule 144 (xi) of the GFRs, 2017
PART B: FORMAT FOR TECHNICAL BID SUBMISSION		
8	Appendix B1	Particulars of the Bidder
9	Appendix B2	Technical Capacity of the Bidder
10	Appendix B3	Financial Capacity of the Bidder

12	Error! Reference source not found.	Proposed Technology for the Project
ADDITIONAL DOCUMENTS		
13	Copies of Bidder's duly audited Balance Sheet and Profit & Loss Statements for the three preceding financial years	
14	A copy of the Concession Agreement (Part F of Appendices) with each page initialed by the person signing the Bid in pursuance of the Power of Attorney	
15	Copy of Memorandum and Articles of Association	
16	Any other document as specified in Section 2 and Section 3 of RFP	
Part D: Integrity Pact		

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

Financial Bid duly filled and digitally signed in MS Excel format. The Financial Bid Format is as per (vi) and Appendix C2.

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

- (i) Download BOQ of Financial Bid in XLS/ XLSX format.
- (ii) The same XLS/ XLSX file is a password protected file. Don't unprotect the file.
- (iii) Fill 'Bidder's Name' & 'financial quote' in coloured unprotected cells only in the downloaded BOQ.
- (iv) Validate the above sheet and save the same file in your computer and upload this duly filled file.
- (v) The unconditional financial Bid in respect of the Project proposed to be developed by the Successful Bidder shall be submitted online, in the format attached in (vi), hereof, wherein Annual License Fee, shall be stated. Please note that the format of Financial Bid as provided in Appendix C1(vi) is only for the purpose of reference/acclimatization, the Bidder needs to submit the financial Bid online as per the procedure mentioned above.

2.17 Common Instructions

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

2.18 Bid Due Date

2.18.1 Bids should be submitted before 1500 hours IST on the Bid Due Date at the address provided in Clause 2.15.5 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified at Clause 2.15.5.

2.18.2 The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.12.3 uniformly for all Bidders.

2.19 Late Bids

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

2.20 Modifications/Substitution/Withdrawal of Bids

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

2.21 Rejection of Bids

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

2.21.2 The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

2.22 Validity of bids

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

2.23 Confidentiality

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

2.24 Correspondence with the Bidder

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

D. Bid Security

2.25 Bid Security

- 2.25.1 The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clause 1.2.7 hereinabove either by online payment via e-procurement portal or by in form of BG. If in case, the Bidder is furnishing Bid Security in form of BG, it should be issued by any Nationalised Bank, or a Scheduled Bank in India having a Net Worth of at least INR 1,000 Crore (Rupees One Thousand Crore) in the format as prescribed in Appendix A5 (the “**Bank Guarantee**”). For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2 (e) of the Reserve Bank of India Act, 1934. The Authority may request the Bidders to extend the Bid validity as mutually agreed between the Authority and the Bidder from time to time. The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free as per subjective satisfaction & instructions of the Authority or consequent to decision or such request of bidder agreed to as the authority.
- 2.25.2 In case the Bid Security is submitted in the form of BG, the scanned copy of the BG is to be submitted along with the Technical Bid Document; and the original copy of the BG is to be submitted in the **Office of the Chief Controller of Factories, Government Opium & Alkaloid Factories, Block J, Ground floor, near NSIC Technical Centre Okhla Industrial Estate, Phase III, New Delhi – 110020, India**, before the time of the Technical Bid opening.
- 2.25.3 Any Bid not accompanied by the Bid Security shall be summarily rejected by the Authority as non-responsive.
- 2.25.4 Save and except as provided in Clauses 1.2.7 above, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the Authority, and in any case within 60 (sixty) days from the Bid Due Date. Where Bid Security has been paid by demand draft, the refund thereof shall be in the form of an account payee demand draft in favour of the unsuccessful Bidder(s). Bidders may by specific instructions in writing to the Authority give the name and address of the person in whose favour the said demand draft shall be drawn by the Authority for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the Bid.
- 2.25.5 The Selected Bidder’s Bid Security will be returned, without any interest, upon the Concessionaire signing the Concession Agreement and furnishing the Performance Security in accordance with the provisions thereof. The Authority may, at the Selected Bidder’s option, adjust the amount of Bid Security in the amount of Performance Security to be provided by him in accordance with the provisions of the Concession Agreement.
- 2.25.6 The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in Clause 2.25.7 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its

Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.

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

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

3. Evaluation of Bids

3.1 Opening and Evaluation of Bids

- 3.1.1 The Authority shall open the Bids on the BDD, at the time and place specified in Clause 2.15.5 and in the presence of the Bidders who choose to attend.
- 3.1.2 Bids for which a notice of withdrawal has been submitted in accordance with Clause 2.22 shall not be opened.
- 3.1.3 The Authority will subsequently examine and evaluate Bids in accordance with the provisions set out in Section 2, 3 and 4 of the RFP.
- (i) The Bidders should take a note that as part of the Qualification Stage, the Authority intends the Bidders to make a presentation on their technical capabilities and proposed technology for the proposed Project. The details for date, time and venues will be shared by the Authority with the Bidders subsequent to opening of the Technical Bids.
 - (ii) The presentation shall be for greater understanding of the Authority about the Bidder's technical capabilities and shall be considered for evaluation of the Technical Bids, which will be carried out based on the documents furnished in the Technical Bids. In case, if the Bidders fails to make a presentation without any priority intention of reasons for it, the Authority's decision for rejection of Bid of such Bidder(s) shall be final and binding on such Bidder(s).
- 3.1.4 Bidders are advised that qualification of Bids will be entirely at the discretion of the Authority. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
- 3.1.5 Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.
- 3.1.6 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.
- 3.1.7 To facilitate the evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

3.2 Test of responsiveness

- 3.2.1 Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:
- (i) it is received as per formats prescribed in Appendices Part A -Part B -, Part C -, and Part D -;
 - (ii) it is received by the BDD including any extension thereof pursuant to Clause 2.18.2;
 - (iii) it is signed, sealed, and marked as stipulated in Clauses 2.14 and 2.15;
 - (iv) it contains the proof of online payment for Tender Fee;

- (v) it contains the [proof of online payment/scan copy of Demand Draft/ Bank Guarantee] for the Bid Security as specified in Clause 1.2.7;
- (vi) it is accompanied by the Power(s) of Attorney as specified in Clauses 2.3.4;
- (vii) it contains all the information and documents (complete in all respects) as requested in this RFP;
- (viii) it contains information in formats same as those specified in this RFP/Bidding Documents;
- (ix) it contains certificates from Statutory Auditors/ Chartered Accountants in the formats specified in Part B - and Part C - of Appendices of the RFP for each Eligible Project;
- (x) it is accompanied by the Joint Bidding Agreement (for Consortium), as stipulated in Clause 2.3.4;
- (xi) it does not contain any condition or qualification; and
- (xii) it is not non-responsive in violation of terms hereof.

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

3.3 Clarifications

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

3.3.2 If any Bidder does not provide clarifications sought under Clause 3.3.1 above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

3.4 Qualification and Bidding

3.4.1 Short-Listing and Notification

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

3.4.2 Opening of Financial Bids:

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

3.4.3 Proprietary data:

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

3.4.4 Correspondence with the Bidder:

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

4. Criteria for Evaluation

4.1 Techno-Financial evaluation

- 4.1.1 Only those Bid(s) which is responsive as per Clause 3.2 shall be considered for evaluation as per Clause 4.1.2. Bid(s) which are non-responsive as per Clause 3.2 shall be rejected.
- 4.1.2 The Bidder's competence and capability is proposed to be established by the following parameters:
- (i) Technical Capacity – defined in Clause 2.3 B; and
 - (ii) Financial Capacity – defined in Clause 2.3 C;

4.2 Financial information for purposes of evaluation

- 4.2.1 The Bid must be accompanied by the Audited Annual Reports of the Bidder (of each Member in case of a Consortium) for the 3 (three) preceding financial years before BDD.
- 4.2.2 In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for 3 (three) preceding financial years before BDD.
- 4.2.3 The Bidder must establish the positive Net Worth specified in Clause 2.3.1 A, and provide details as per format of **Appendix B3**.

4.3 Financial Bid

- 4.3.1 Bid Parameter is lowest Processing Fee (the "**Processing Fee**"), which is further detailed out in the Draft Concession Agreement.
- 4.3.2 The Bidder who quotes the Lowest Processing Fee shall be declared as the Selected Bidder (the "**Selected Bidder**").
- 4.3.3 Bidders would be ranked in the ascending order of the Processing Fee quoted by the Bidders.
- 4.3.4 The Financial Bid should be furnished in the format at Appendix C1 & Appendix C2 clearly indicating the Annual Processing Fee in both figures and words and signed by the Bidder's authorised signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.

4.4 Selection of Bidder

- 4.4.1 In the event that two or more Bidders quote the same value for Processing Fee, upto one decimal place (the "**Tie Bidders**"), the Authority shall identify the Selected Bidder based on Net Worth. The Lead Bidder with the highest Net Worth shall be the Selected Bidder.
- 4.4.2 After selection, a Letter of Award (the "**LOA**") shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 10 (ten) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in

acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.

- 4.4.3 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the Concessionaire to execute the Concession Agreement within the period prescribed in Clause 1.3. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Concession Agreement.

4.5 Contacts during Bid Evaluation

- 4.5.1 Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting or influencing by any means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

5. Fraud and Corrupt Practices

- 5.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Concession Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Concession Agreement, the Authority may reject a Bid, withdraw the LOA, or the Authority may at its satisfaction terminate the Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Concessionaire, as the case may be, if it determines that the Bidder or Concessionaire, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement, or otherwise.
- 5.2 Without prejudice to the rights of the Authority under Clause 5.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Concession Agreement, or otherwise if a Bidder or Concessionaire, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Concession Agreement, such Bidder or Concessionaire shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Concessionaire, 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 practices, as the case may be.
- 5.3 For the purposes of this Clause 5, the following terms shall have the meaning hereinafter respectively assigned to them:
- (i) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under the Clause 2.4.5 of this RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has

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

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

6. Pre-bid conference

- 6.1 Pre-Bid Conference(s) of the interested Bidders shall be convened at the designated date, time and place. Any interested person/ party shall be allowed to participate in the Pre-Bid Conference(s). A maximum of two representatives of each such interested Bidder shall be allowed to participate on production of authority letter from the Bidder.
- 6.2 During the course of Pre-Bid Conference(s), the interested Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its subjective satisfaction, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

7. Miscellaneous

- 7.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the High Court of Delhi Jurisdiction in which the Authority has its headquarters and shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 7.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (i) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - (ii) consult with any Bidder in order to receive clarification or further information;
 - (iii) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
 - (iv) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 7.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases & indemnify the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

8. Project Information Memorandum

S. No.	Particulars	Description
1	Name of the Project	Setup of Production Unit for production of Concentrated Poppy Straw (CPS) from Opium Poppy Crop and extractions of SRM/ Alkaloids/ Crude form of Alkaloids on PPP basis
2	Project location	Within 75 kms radius from existing Government Opium and Alkaloids Factories at Neemuch
3	Land Parcel	Approx. 08-10 hectare (25 acre). It is proposed that the Selected Bidder shall procure or acquire required size of Land parcel within 75 km of the Neemuch Factory in Madhya Pradesh, India at its own cost and related expenses.
4	Project design guidelines	As per Development Control Regulations (DCR), good industry practices and applicable regulations
5	Other considerations to be incorporated in Project's design	Designs for adequate storage facility to be setup by the Concessionaire for both raw material and finished product to be included.
6	Independent Testing Laboratory	An independent testing laboratory to be setup on an equal cost-sharing basis, payment to which would be made on a per-test basis.
7	Proposed Project structure	
a	Roles and Responsibilities	<p>Authority</p> <ul style="list-style-type: none"> (i) To assist Concessionaire in getting all the necessary approvals and permissions. (ii) Support, cooperate with and facilitate the Concessionaire to set-up Production Unit as well as during operation of the Project in accordance with the provisions of the Concession Agreement. (iii) Provide minimum quantity of 6,000 MT of Poppy Husk (the "Minimum Business Guarantee" or "MBG") every year post achieving COD. <p>Concessionaire</p> <ul style="list-style-type: none"> (i) Procuring land for the Project. (ii) Responsible for Project design, development, financing the Project, operating the Project during the Concession

		<p>Period and transfer the Project to the Authority as instructed.</p> <p>(iii) Responsible for getting all the necessary and required permissions in the name of the Authority for the Project and bear cost of such permissions.</p> <p>(iv) All the Project related risk such as investment, cost of construction, marketing and promotion, business operations, etc. to be borne by the Concessionaire; and no guarantee in any form shall be provided by the Authority.</p> <p>(v) To develop Project in accordance with the Standard and Specification as defined in Volume II of the RFP, and minimum development obligations should also be adhered too.</p> <p>(vi) All the plans and designs of the Project need to be approved by the Authority and its concerned officials before taking Sanction of it and implementation.</p> <p>(vii) Concessionaire shall not have any rights and permission to sale or sublet space/ areas within the Project either on Freehold or Leasehold rights.</p> <p>(viii) Concessionaire is required to process Poppy Husk and provide SRM/Alkaloids/Crude form of Alkaloids to authority as per standards specified in Concession agreement to the Authority.</p> <p>(ix) Post achieving COD and in accordance with provision of Draft Concession Agreement, the Concessionaire can demand and receive Processing Fee for the quantity of Poppy Husk it has processed and produced SRM/Alkaloids/Crude form of Alkaloids.</p>
B	Concession Period	<p>20 years of Concession Period</p> <p>(i) 03 years Construction Period (Development Phase)</p> <p>(ii) 17 years O&M Period (Operational Phase)</p> <p>(iii) For this Project - Concession rights shall mean – development, management, operation, and maintenance of the Project during the Concession Period.</p>

Appendices

Part A - Formats for Bid Submission

Appendix A1 - Letter comprising the Bid for Pre-qualification and Technical Evaluation

(Refer Clause 2.16)

Date: ___/___/_____

To,

Chief Controller of Factories

Government Opium and Alkaloids Factories,

CCF, Government Opium & Alkaloid Factories,

Block J, Ground floor,

Near NSIC Technical Centre Okhla Industrial Estate,

Phase III, New Delhi – 110020, India

Sub: Setup of Production Unit for production of Concentrated Poppy Straw (CPS) from Opium Poppy Crop and extractions of Semi Refined Morphine on PPP basis

Dear Sir,

- (i) With reference to your RFP document dated, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.
- (ii) I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Concessionaire for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
- (iii) This statement is made for the express purpose of our selection as Concessionaire for the development, construction, operation and maintenance of the aforesaid Project.
- (iv) I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
- (v) I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
- (vi) I/ We certify that in the last three years, we/ any of the Consortium Members[£] or our/ their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

[£] If the Bidder is not a Consortium, the provisions applicable to Consortium may be omitted.

(vii) I/ We declare that:

- a. I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and
- b. I/ We do not have any conflict of interest in accordance with Clauses 2.2.1 (iii) of the RFP document; and
- c. I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice, as defined in Clause 5.3 of the RFP document, in respect of any tender or request for proposals issued by or any agreement entered into with the Authority or any other public sector enterprise or any government jurisdiction including whether Central or State; and
- d. I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 5 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and

(viii) I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.21 of the RFP document.

(ix) I/ We believe that we/ our Consortium satisfy(s) the Technical & Financial Capacity criteria and meet(s) the requirements as specified in the RFP document.

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

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

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

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

[£] In case the Bidder is unable to provide certification regarding any pending investigation as specified in paragraph 13, it may precede the paragraph by the words viz. "Except as specified in Schedule hereto". The exceptions to the certification or any disclosures relating thereto may be clearly stated in a Schedule to be attached to the Bid. The Authority will consider the contents of such Schedule and determine whether or not the exceptions/disclosures are material to the suitability of the Bidder for award hereunder.

- (xiv) I/ We further certify that we are not disqualified in terms of the additional criteria specified by the Department of Disinvestment in their OM No. 6/4/2001-DD-II dated July 13, 2001, a copy of which forms part of the RFP at Appendix A6 thereof.
- (xv) I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
- (xvi) I/We further certify that we/any Member of the Consortium or any of our/ their Association are not barred by the Central Government/State Government or any entity controlled by it, from participation in any project (DBFOO or otherwise), and no bar subsists as on date of Bid.
- (xvii) I/ We acknowledge and undertake that if our Consortium gets qualified and short-listed on the basis of Technical or Financial Capacity of its Member who shall, for a period of 05 (five) years from COD of the Project, hold equity share capital not less than: (i) 51% (fifty one percent) of the subscribed and paid up equity share capital of the SPV for Lead member; (ii) 10% (ten percent) of the subscribed and paid up equity share capital of the SPV for each of the other members and, (ii) 5% (five per cent) of the Total Project Cost specified in the Concession Agreement;
- (xviii) I/ We acknowledge and agree that in the event of a change in control of an Associate whose Technical or Financial Capacity was taken into consideration for the purposes of short-listing and qualification under and in accordance with the RFP, I/We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify us/our Consortium or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Concession Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.
- (xix) I/ We understand that the Selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956/ 2013, or shall incorporate as such prior to execution of the Concession Agreement.
- (xx) I /We hereby confirm that we shall comply with the O&M requirements specified in Draft Concession Agreement.
- (xxi) I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above-mentioned Project and the terms and implementation thereof.
- (xxii) In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Concession Agreement in accordance with the draft that has been provided to me/us prior to the BDD. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
- (xxiii) I/ We have studied all the Bidding Documents carefully and also surveyed the site. We understand that except to the extent as expressly set forth in the Concession Agreement, we

shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Concession.

- (xxiv) I/ We offer a Bid Security to the Authority in accordance with the Clause 2.25 of the RFP document RFP Document.
- (xxv) The appropriate proof/ supporting documents related to payment/ furnishing for Bid Security in the form and manner as stipulated in the RFP document is provided along with the Technical Bid document.
- (xxvi) The documents accompanying the Bid, as specified in Clause 2.15 of the RFP, have been submitted in separate envelopes and marked as “Technical Bid” and “Financial Bid”.
- (xxvii) I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project / Concession is not awarded to me/us or our Bid is not opened or rejected.
- (xxviii) The **Processing Fee** has been quoted by me/ us after taking into consideration all the terms and conditions stated in the RFP, draft Concession Agreement, our own estimates of costs and revenues and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the Project.
- (xxix) I/ We certify that in terms of the RFP, information pertaining to my/our financial standing in terms of Net Worth as stipulated in the RFP document is submitted as part of the Technical Bid in the prescribed Format provided;
- (xxx) I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
- (xxxi) {We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement till occurrence of Financial Close in accordance with the Concession Agreement.}
- (xxxii) I/ We shall keep this offer valid for 180 (One Hundred and Eighty) days from the Bid Due Date specified in the RFP.
- (xxxiii) In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully,

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

Place: Name and seal of Bidder / Lead Member

Appendix A2 - Power of Attorney for signing of Bid[§]

Date: ___/___/_____

(Refer Clause 2.3.4)

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr./ Ms. (name), son/daughter/wife of and presently residing at, who is presently employed with us/ the Lead Member of our Consortium and holding the position of, as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for selection and submission of our Bid for the “**Setup of Production Unit for production of Concentrated Poppy Straw (CPS) from Opium Poppy Crop and extractions of Semi Refined Morphine on PPP basis**” Project proposed or being developed by the **Chief Controller of Factories, Government Opium and Alkaloids Factories** (the “Authority”) including but not limited to signing and submission of all Bids, bids and other documents and writings, participate in Pre-bid meeting and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority.

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

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

For.....

Witnesses:

(Signature, name, designation and address)

1.

2.

Accepted Notarised

(Signature, name, designation and address of the Attorney)

[§] To be submitted in original.

Notes:

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

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

For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

Appendix A3 - Power of Attorney for Lead Member of Consortium

Date: ___/___/_____

(Refer Clause 2.3.4)

Whereas, the **Chief Controller of Factories, Government Opium and Alkaloids Factories** (“the **Authority**”) has invited Bids from interested parties for the **Setup of Production Unit for production of Concentrated Poppy Straw (CPS) from Opium Poppy Crop and extractions of Semi Refined Morphine on PPP basis** (the **Project**”).

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

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

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

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

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

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

For
(Signature, Name & Title)

For
(Signature, Name & Title)

For
(Signature, Name & Title)

(Executants)

(To be executed by all the Members of the Consortium)

Witnesses:

- 1.
- 2.

Notes:

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

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

For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

Appendix A4 - Consortium Agreement

Date: ___/___/_____

(Refer Clause 2.16)

(To be executed on stamp paper of appropriate words)

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

AMONGST

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

AND

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

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

WHEREAS,

- (i) **Government Opium and Alkaloids Factories** an organisation under the aegis of Department of Revenue (DOR), Ministry of Finance, Government of India, represented by its _____ and having its principal office at Office of the Chief Controller, Govt. Opium and Alkaloid Factories, CCF, Government Opium & Alkaloid Factories, Block J, Ground floor, near NSIC Technical Centre Okhla Industrial Estate, Phase III, New Delhi – 110020, India (hereinafter referred to as the “**Authority**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids (the “**Bids**”) by its Request for Proposal No. dated (the “**RFP**”) for SRM/ Alkaloids/ Crude form of Alkaloids on “**Setup of Production Unit for production of Concentrated Poppy Straw (CPS) from Opium Poppy Crop and extractions of Semi Refined Morphine on PPP basis**” (the “**Project**”)
- (ii) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP Document and other Bid documents in respect of the Project, and
- (iii) It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

[¥] A Bidder who is registered abroad may substitute the words, viz “a company registered under the Companies Act, 1956/2013” by the words, viz “a company duly organised and validly existing under the laws of the jurisdiction of its incorporation”. A similar modification may be made in Recital 2, as necessary.

1.1 Definitions and Interpretations

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

1.2 Consortium

1.2.1 The Parties do hereby irrevocably constitute a Consortium (the "Consortium") for the purposes of jointly participating in the Bidding Process for the Project.

1.2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other Consortium constituted for this Project, either directly or indirectly or through any of their Associates.

1.3 Covenants

1.3.1 The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall incorporate a special purpose vehicle (the "SPV") under the Indian Companies Act, 2013 for entering into a Concession Agreement with the Authority and for performing all its obligations as the Concessionaire in terms of the Concession Agreement for the Project.

1.4 Role of the Parties

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

- (i) Party of the First Part shall be the Lead member of the Consortium (Financial Member/ Other Member of the Consortium of the Consortium) and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the Concession Agreement when all the obligations of the SPV shall become effective; and
- (ii) Party of the Second Part shall be (Financial Member/ Operation and Maintenance Member/ Other Member of the Consortium).

1.5 Joint and Several Liability

1.5.1 The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the "RFP" and the Concession Agreement, till such time as the Financial Close for the Project is achieved under and in accordance with the Concession Agreement.

1.6 Shareholding in the SPV

- (i) The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

First Party:

Second Party:
- (ii) The Parties undertake that a minimum of:

- a. ___ % (_____ per cent) of the subscribed and paid-up equity share capital of the SPV for Lead Member⁴; and
 - b. ___ % (_____ per cent) of the subscribed and paid-up equity share capital of the SPV for the 2nd Member,

shall, at all times till the fifth anniversary of the COD, be held by the Parties of the First, and Second Part whose Technical and/or Financial Capacity have been reckoned for the purposes of qualification and short-listing of Bidders for the Project in terms of the “RFP”.
- (iii) The Parties undertake that each of the Parties specified above shall, at all times between COD of the Project and the fifth anniversary thereof, hold subscribed and paid-up equity share capital of SPV equivalent to at least 5% (five per cent) of the Total Project Cost.
- (iv) The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Concession Agreement.

1.7 Representation of the Parties

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

- (i) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (ii) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - a. require any consent or approval not already obtained;
 - b. violate any Applicable Law presently in effect and having applicability to it;
 - c. violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
 - d. violate any clearance, permit, Concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - e. create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the

⁴ Should not be less than 50% in any given case.

financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

(iii) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

(iv) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

1.8 Termination

1.8.1 This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the Project is achieved under and in accordance with the Concession Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not selected or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

1.9 Miscellaneous

This Joint Bidding Agreement shall be governed by laws of India.

The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

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

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

SECOND PART

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

In the presence of:

1.

2.

Notes:

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

Appendix A5 - Bank Guarantee for Bid Security

(Refer Clauses 1.2.7 and 2.25.1)

B.G. No. _____

Dated: ___/___/_____

In consideration of you, and Chief Controller of Factories, Government Opium and Alkaloids Factories, having its office at CCF, Government Opium & Alkaloid Factories, Block J, Ground floor, near NSIC Technical Centre Okhla Industrial Estate, Phase III, New Delhi – 110020, India, (hereinafter referred to as the “**Authority**”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of (a company registered under the Companies Act, 1956/ 2013) and having its registered office at [and acting on behalf of its Consortium] (hereinafter referred to as the “**Bidder**” which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the “**Setup of Production Unit for production of Concentrated Poppy Straw (CPS) from Opium Poppy Crop and extractions of Semi Refined Morphine on PPP basis**” on DBFOO basis (hereinafter referred to as the “**Project**”) pursuant to the RFP Document dated issued in respect of the Project and other related documents including without limitation the draft Concession Agreement (hereinafter collectively referred to as “**Bidding Documents**”), we (Name of the Bank) having our registered office at and one of its branches at (hereinafter referred to as the “**Bank**”), at the request of the Bidder, do hereby in terms of Clause 1.2.7 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of **INR 3,30,00,000 (Rupees Three Crore and Thirty Lakh only)** (hereinafter referred to as the “**Guarantee**”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

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

We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding **INR 3,30,00,000 (Rupees Three Crore and Thirty Lakh only)**

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

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

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

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

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

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

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

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

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

For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to **INR 3,30,00,000 (Rupees Three Crore and Thirty Lakh only)**. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [..... (indicate date falling 180 days after the Bid Due Date)].

Signed and Delivered by Bank

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

(Signature of the Authorised Signatory)

(Official Seal)

Appendix A6 - Guidelines of the Department of Disinvestment⁵

(Refer Clause 1.2.5)

No. 6/4/2001-DD-II

Government of India
Department of Disinvestment

Block 14, Complex
New Delhi.

Dated 13th July 2001.

OFFICE MEMORANDUM

Sub: Guidelines for qualification of Bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment

Government has examined the issue of framing comprehensive and transparent guidelines defining the criteria for Bidders interested in PSE-disinvestment so that the parties selected through competitive bidding could inspire public confidence. Earlier, criteria like Net Worth, experience etc. used to be prescribed. Based on experience and in consultation with concerned departments, Government has decided to prescribe the following additional criteria for the qualification/disqualification of the parties seeking to acquire stakes in public sector enterprises through disinvestment:

- (i) In regard to matters other than the security and integrity of the country, any conviction by a Court of Law or indictment/ adverse order by a regulatory authority that casts a doubt on the ability of the Bidder to manage the public sector unit when it is disinvested, or which relates to a grave offence would constitute disqualification. Grave offence is defined to be of such a nature that it outrages the moral sense of the community. The decision in regard to the nature of the offence would be taken on case-to-case basis after considering the facts of the case and relevant legal principles, by the Government of India.
- (ii) In regard to matters relating to the security and integrity of the country, any charge-sheet by an agency of the Government/ conviction by a Court of Law for an offence committed by the bidding party or by any sister concern of the bidding party would result in disqualification. The decision in regard to the relationship between the sister concerns would be taken, based on the relevant facts and after examining whether the two concerns are substantially controlled by the same person/ persons.
- (iii) In both (a) and (b), disqualification shall continue for a period that Government deems appropriate.
- (iv) Any entity, which is disqualified from participating in the disinvestment process, would not be allowed to remain associated with it or get associated merely because it has preferred an appeal against the order based on which it has been disqualified. The mere pendency of appeal will have no effect on the disqualification.

⁵ These guidelines may be modified or substituted by the Government from time to time.

- (v) The disqualification criteria would come into effect immediately and would apply to all Bidders for various disinvestment transactions, which have not been completed as yet.
- (vi) Before disqualifying a concern, a Show Cause Notice why it should not be disqualified would be issued to it and it would be given an opportunity to explain its position.
- (vii) Henceforth, these criteria will be prescribed in the advertisements seeking Expression of Interest (EOI) from the interested parties. The interested parties would be required to provide the information on the above criteria, along with their Expressions of Interest (EOI). The Bidders shall be required to provide with their EOI an undertaking to the effect that no investigation by a regulatory authority is pending against them. In case any investigation is pending against the concern or its sister concern or against its CEO or any of its Directors/ Managers/ employees, full details of such investigation including the name of the investigating agency, the charge/ offence for which the investigation has been launched, name and designation of persons against whom the investigation has been launched and other relevant information should be disclosed, to the satisfaction of the Government. For other criteria also, a similar undertaking shall be obtained along with EOI.

sd/-

(A.K. Tewari)

Under Secretary to the Government of India

Appendix A7 - Statement of Legal Capacity

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

Ref. Date:

To,

.....
.....
.....

Dear Sir,

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

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

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

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

[§] Please strike out whichever is not applicable.

Appendix A8 - Certificate for restriction under Rule 144 (xi) of the GFRs, 2017

- (i) Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- (ii) "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- (iii) "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
1. An entity incorporated, established or registered in such a country; or
 2. A subsidiary of an entity incorporated, established or registered in such a country;
 3. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 4. An entity whose beneficial owner is situated in such a country; or
 5. An Indian (or other) agent of such an entity; or
 6. A natural person who is a citizen of such a country; or
 7. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- (iv) The beneficial owner for the purpose of (iii) above will be as under:
1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
Explanation
 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company,
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 2. In case of a partnership firm. the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical

person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of Control or ownership.
- (v) An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- (vi) The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

A Certificate regarding the compliance of the above in the letter head of the Bidder duly signed and stamped by the authorized representative of the Bidder to be submitted along with the tender. If the certificate submitted by the Bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

"We have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India; we certify that (Name of Firm/Bidder) is not from such a country or, if from such a country, has been registered with the Competent Authority. We hereby certify that (Name of Firm/Bidder) fulfills all requirements in this regard and is eligible to be considered."

Where applicable, evidence of valid registration by the Competent Authority shall be attached.

Part B -Formats for Technical Bid Submission

Appendix B1 - Particulars of the Bidder

- (i) Details of the Bidder
- Name:
 - Country of incorporation:
 - Address of the corporate headquarters and its branch office(s), if any, in India:
 - Date of incorporation and/ or commencement of business:
- (ii) Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:
- (iii) Particulars of individual(s) who will serve as the point of contact/ communication for the Bidder:
- Name:
 - Designation:
 - Company:
 - Address:
 - Telephone Number:
 - E-Mail Address:
- (iv) Particulars of the Authorised Signatory of the Bidder:
- Name:
 - Designation:
 - Address:
 - Phone Number:
- (v) In case of a Consortium:
- The information above (1-4) should be provided for all the Members of the Consortium.
 - A copy of the Jt. Bidding Agreement, as envisaged in Clause 2.3.4 (vii) should be attached to the Bid.
 - Information regarding the role of each Member should be provided as per table below:

Sl. No.	Name of Member	Role ⁶	Percentage of equity in the Consortium ⁷
1.			

⁶ The role of each Member, as may be determined by the Bidder, should be indicated in accordance with Clause 2.3.4 and instruction 4 at Appendix A4.

⁷ The percentage of equity should be in accordance with Clause 2.3.4

2.			
3.			

(vi) The following information shall also be provided for the Bidder, including each Member of the Consortium:

Name of Bidder / Member of Consortium:

No.	Criteria	Yes	No
1.	Has the Bidder/ constituent of the Consortium been barred by the [Central/ State] Government, or any entity controlled by it, from participating in any Project (DBFOT or otherwise)?		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Bid?		
3.	Has the Bidder/ constituent of the Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the last three years?		

(vii) A statement by the Bidder and each of the Members of its Consortium (where applicable) or any of their Associates disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary)

Appendix B2 - Technical Capacity of the Bidder

(Refer to Clause 2.3.1 of the RFP)

Technical Eligibility of the Bidder/ any Member of Consortium

For demonstrating technical capacity and experience, the Bidder/ any Member of the Consortium shall, [over the past 15 (Fifteen) financial years] preceeding the BDD, should have;

technical know-how and experience for development and operation and maintenance of a plant extracting alkaloid or SRM using Concentrated Poppy Straw produced from Poppy Straw, either through demonstrating:

- (i) Experience of designing, developing, operating and maintaining of a similar project of for government authority/ private organisation or own project for atleast 5 (Five) years

#	Name of Projects and Type of Technology	Scope of the Bidder under the Project (i.e. Design and/ or development and O&M)	Processing/ Manufacturing Capacity	Year of Development of Project, Cost ⁸ , Equity shareholding structure ⁹	Current Status of the project (i.e. status and years for which project was operational, type of alkaloids processed including SRM processed)
1.					
2.					

OR

- (ii) Having up a Tie-up with the operator/ technology provider who has the experience of designing, developing, operating and maintaining of a similar project of for government authority/ private organisation or own project for atleast 5 (Five) years

#	Type of Technology and Name of technology provider	Please mention any project where such technology has been deployed	Processing/ manufacturing Capacity of the Project	Year of Development of Project and Capital Cost, Equity shareholding structure	Current Status of the project (i.e. status and years for which project was operational, type of alkaloids processed including SRM proposed)
1.					
2.					

Note:

1. Bidders are requested to provide documentary evidence in support of the experience claimed above.

⁸ Capital Cost shall exclude cost of procurement of Land.

⁹ Equity shareholding in case of Project showcased is owned by the Bidder, else not applicable.

2. This Exhibit shall be duly certified by the Chartered Accountant/ Statutory Auditor/ Officer with Rank Higher than Executive Engineer (in case of Government Project in India)/ CEO or Head of Government organisation in case of International Project.

Template for providing details of eligible projects

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

Notes:

1. Use separate sheet for each eligible project.
2. If the project is private or Bidder is the actual owner of the project, please specify your name in client section. No international project(s) shall be considered as eligible for purpose of evaluating technical capacity under this RFP.
3. In the event that the Bidder does not wish to disclose the payment received by it as professional fees for any particular assignment, it may state that it has received more than the amount specified in this statement.
4. The Bidder is required to submit work completion certificate, experience certificate or client's appreciation certificate for each of the projects as per the details above. Only such projects for which these required documents are submitted will be considered for evaluation.

Appendix B3 - Financial Capacity of the Bidder

(Refer to Clause 2.3.1 of the RFP)

Bidder type ¹⁰	Member Code ¹¹	Net Worth		
		Year 1 (3)	Year 2 (4)	Year 3 (5)
(1)	(2)			
Single entity Bidder				
Lead Member of Consortium				
Consortium Member (1)				
Consortium Member (2)				

Instructions:

- (i) In case of the Bidder either single entity or a Member of Consortium, the prescribed Format for furnishing Financial Capacity details should be specifying the amounts in their respective current and Indian Rupees in brackets (). The current conversion rate as applicable on the date of issue of this RFP shall be considered, which shall be as prescribed by Reserve Bank of India (RBI) (https://www.rbi.org.in/Scripts/BS_DisplayReferenceRate.aspx) or Financial Benchmarks India Pvt. Ltd. (FBIL) (<https://www.fbil.org.in/#/home>).
- (ii) The Bidder/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (three) years preceding the Bid Due Date. The financial statements shall:
 - a. reflect the financial situation of the Bidder or Consortium Members and its/ their Associates where the Bidder is relying on its Associate's financials;
 - b. be audited by a statutory auditor;
 - c. be complete, including all notes to the financial statements; and
 - d. correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
- (iii) Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.3.9.

¹⁰ A Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Consortium Members. In case of a Consortium, row titled Single entity Bidder may be ignored.

¹¹ The Bidder should provide details of its own Financial Capacity or of an Associate specified in Clause 2.3.7

(iv) In the case of a Consortium, a copy of the Jt. Bidding Agreement shall be submitted in accordance with Clause 2.3.4 (vii) of the RFP document.

(v) The Bidder shall provide an Auditor's Certificate specifying the Turnover of the Bidder.

The Bidder shall provide the details of the proposed technology in order to fulfill the requirements of the project.¹² A suggestive, and not exhaustive, list is provided below:

- (i) Type of technology adopted
- (ii) Salient features of the technology
- (iii) International benchmarking for the technology and whether it is currently in use in any other country
- (iv) Land requirement for each facility
- (v) Water requirement for each facility
- (vi) Power requirement for each facility
- (vii) Details on R&D, patenting and licensing of technology
- (viii) Manpower requirement (skilled and unskilled)
- (ix) Plans for sourcing manpower
- (x) Waste disposal mechanism propose
- (xi) Quantity and type of waste required for each facility. How is the waste planned to be treated? What quantity of waste will leave the factory and in what form?
- (xii) Waste Disposal Mechanism Proposition
- (xiii) By-products generated (derivates, types, etc.)
- (xiv) Warehousing capability (external location/same location)
- (xv) Risk mitigation mechanisms (plan for tackling odour, leachate (if any), etc. should be mentioned)
- (xvi) The bidders may at their discretion provide any supporting documents (presentation on the adopted technology, lab results of by-products, certificates of appreciation, etc.) which enhances the clarity of the technology and capabilities of the bidders. Such details or documents shall be provided as extra documents and shall be strictly marked as 'ADDITIONAL INFORMATION'.
- (xvii) Proposed daily capacity of the processing unit.
- (xviii) Number of batches proposed to be processed on a daily basis
- (xix) Any other relevant points or considerations
- (xx) Details to be provided for the proposed Land parcel identified for setup of the Processing Unit

¹² Please do not submit any financial/commercial offer or related information with the Technical Bid, else the Bid shall be rejected.

- Geographical map of the identified land parcel, showcasing nearby areas, and its distance from existing GoAW Factor in Neemuch, Madhya Pradesh in km.¹³
- Details of the connectivity to the identified land parcel – immediate road connectivity, distance from nearest State and National Highway.
- Geographical map of the identified land, and nearby areas
- Availability of utilities such as water, electricity for the identified land parcel, and details of the utility service provider for such utilities.

¹³ The distance show not be more than 75 km from existing GOAW Factory in Neemuch, Madhya Pradesh

Part C - Format for Financial Bid submission

Appendix C1 - Financial Bid Cover Letter

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

Subject: Financial Bid submission for ‘Setup of Production Unit for production of Concentrated Poppy Straw (CPS) from Opium Poppy Crop and extractions of Semi Refined Morphine on PPP basis’.

Dear Sir,

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

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

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

(vi) I/ We declare that:

- a. I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and
- b. I/ We do not have any conflict of interest in accordance with Clause 2.2.1 the RFP; and
- c. I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Section 5 of the RFP, in respect of any tender or request for proposals issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
- d. I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 5 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and

(vii) I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 7.2 of the RFP document.

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

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

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

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

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

(xiii) I/ We further certify that we are not disqualified in terms of the additional criteria specified by the Department of Disinvestment in their OM No. 6/4/2001-DD-II dated July 13, 2001, a copy of which forms part of the RFP at **Appendix A6** thereof.

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

- (xv) I/ We acknowledge and undertake that if our Consortium gets qualified and short-listed on the basis of Technical Capacity and Financial Capacity of those of its Members, we will abide by the terms and conditions of pertaining to Change of Composition, Change of Ownership and other relevant conditions as stipulated in the Bidding Documents.
- (xvi) I/ We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing and qualification under and in accordance with the RFP, I/We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed a breach thereof, and the Concession Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.
- (xvii) I/ We understand that the Selected Bidder shall incorporate Special Purpose Vehicle as stipulated in the RFP prior to execution of the Concession Agreement.
- (xviii) I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
- (xix) In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Concession Agreement in accordance with the draft that has been provided to me/us prior to the BDD. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
- (xx) I/ We have studied all the Bidding Documents carefully and also surveyed the site. We understand that except to the extent as expressly set forth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Concession.
- (xxi) I/ We offer a Bid Security – amount, manner and form in accordance with the RFP Document.
- (xxii) I/ We agree to pay Performance Security Deposit as per provision of the Draft Concession Agreement, if I/ We are selected as the Concessionaire for the aforesaid project.
- (xxiii) I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project / Concession is not awarded to me/us or our Bid is not opened or rejected.
- (xxiv) The Processing Fee in lieu of grant of concessions has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, Draft Concession Agreement, our own estimates of costs and revenues; and after a careful assessment of scope of work along with all the conditions that may affect the project cost and implementation of the Project.

- a. I/we understand and have carried out our own financial consideration related to the Project and business related operation. Also, I/We agree to submit financial consideration/ feasibility documents, for Authority's reference.
- (xxv) I/ We agree and undertake to abide by all the terms and conditions of the Bidding Documents.
- (xxvi) {We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement till occurrence of Financial Close in accordance with the Concession Agreement.}
- (xxvii) I/ We shall keep this financial offer valid for 180 (One Hundred and Eighty) days from the Bid Due Date or such further period as may be mutually agreed upon.
- (xxviii) I/We, {Bidder's name} herewith enclose the Financial Bid for Project referred to in the subject above.
- (xxix) I/We agree to operate and maintain the Project, all direct and indirect cost shall be borne by me/us, throughout the complete Concession Period.
- (xxx) I/We submit financial offer hereunder and in accordance with the terms of the Bidding Documents.

Yours faithfully,

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

Place: Name and seal of the Bidder/Lead Member

Appendix C2 - Financial Bid Form

(Refer Clauses 2.16.2 and 4.3)

Financial Bid is to be submitted online, in the prescribed format shared on the e-tendering portal

Processing Fee for processing of Poppy Husk to produce SRM/ Alkaloids/ Crude form of Alkaloids as part of the PPP Project of “**Setup of Production Unit for production of Concentrated Poppy Straw (CPS) from Opium Poppy Crop and extractions of Semi Refined Morphine on PPP basis**”

Bidder’s Financial Quote for Processing Fee per Metric Tonne (MT) of Poppy Husk processed during first year post COD

In Figure – INR _____ Per MT + Applicable GST

In words – Rupees _____

_____ **only + Applicable GST**

Note:

1. Currency shall Indian Rupee (INR) and shall be subject to applicable Indian laws.
2. Processing Fee amount to be quoted in figure shall be mentioned as a whole number. Such amount should to be exclusive of applicable GST amount.
3. Actual Liability of GST shall be calculated at time of raising demand/ invoice and shall paid as applicable at time of such demand/ invoice submitted to the Authority.
4. In case of any discrepancy in amount quoted in figure and word, amount in words shall be considered as final amount. Further, if Authority finds any ambiguity or considerable difference between amount quoted in figure and word, decision of Authority shall be final.

Part D - Integrity Pact

Appendix D1 - Integrity Pact

Date: ___/___/_____

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

AND

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

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

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

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

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

AND WHEREAS, the Bidder is submitting a Bid to the Authority for In response to the NIT (Notice Inviting Tender) dated Bidder is signing the contract for execution of "**Setup of Production Unit for production of Concentrated Poppy Straw (CPS) from Opium Poppy Crop and extractions of Semi Refined Morphine on PPP basis**".

NOW, therefore,

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

and other corrupt practices and the Authority will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

1.1 Commitments of the Authority:

- 1.1.1 The Authority undertakes that no official of the Authority, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, Bid evaluation, contracting or implementation process related to the contract.
- 1.1.2 The Authority will, during the pre-contact stage, treat all Bidders alike, and will provide to all Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidders.
- 1.1.3 All the officials of the Authority will report to the appropriate Authority office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 1.1.4 In case any such preceding misconduct on the part of such official(s) is reported by the Bidder to the Authority with full and verifiable facts and the same is prima facie found to be correct by the Authority, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Authority and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Authority the proceedings under the contract would not be stalled.

1.2 Commitments of the Bidder:

- 1.2.1 The Bidder commits itself to take all measures necessary to prevent corrupt practice, unfair means and illegal activities during any stage of its Bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:
- 1.2.2 The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Authority, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 1.2.3 The Bidder/Contractor further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Authority or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Authority for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Authority.

- 1.2.4 The Bidder has not entered and will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specification, certifications, subsidiary contracts, submission or non-submission of bids or any actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 1.2.5 The Bidder shall, when presenting his Bid, disclose the name and address of agents and representatives and Indian Bidders shall disclose their foreign principals or associates.
- 1.2.6 The Bidder/Contactor shall when presenting his Bid disclose any and all the payments he has made or, is committed to or intends to make to agents/brokers or any other intermediary, in connection with this Bid/contract.
- 1.2.7 The Bidder further confirms and declares to the Authority that the Bidder is the original manufacturer/integrator/ authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Authority or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 1.2.8 The Bidder, either while presenting the Bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Authority or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 1.2.9 The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, Bid evaluation, contracting and implementation of the contract.
- 1.2.10 The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 1.2.11 The Bidder / Contactor shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Authority as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertake to exercise due and adequate care lest any such information is divulged.
- 1.2.12 The Bidder will inform to the Authority/ Independent Engineer/ Independent External Monitory appointed by the Authority. i) If he receives demand for an illegal/undue payment/benefit. ii) If he comes to know of any unethical or illegal payment/benefit. iii) If he makes any illicit payment to any Authority's associate(s) for such illicit or undue demand.
- 1.2.13 The Bidder/ Contactor commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 1.2.14 The Bidder/ Contactor shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

- 1.2.15 If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is a relative of any of the officers of the Authority, or alternatively, if any relative of an officer of the Authority has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956/ 2013.
- 1.2.16 The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Authority.
- 1.2.17 That if the Bidder, during tender process or before the award of the contract or during execution of the contract/work has committed a transgression in violation of section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Authority is entitled to disqualify him from the tender process or to terminate the contract for such reason and to debar the Bidder from participating in future bidding processes.

1.3 Previous Transgression

- 1.3.1 The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify Bidders' exclusion from the tender process.
- 1.3.2 The Bidder agrees that if it makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason and he may be considered for debarment for future tender/contract processes.
- 1.3.3 That the Bidder undertakes to get this Pact signed by the subcontractor(s), associate(s) and Independent Testing Laboratory whose value of the work contribution¹⁴ exceeds Rs 0.5 Crore (Rupees Zero Point Five Crore) and to submit the same to the Authority along-with the tender document/ contract before contract signing.
- 1.3.4 That the Authority will disqualify from the tender process all Bidder(s) who do not sign this Pact or violate its provisions or fails to get this Pact signed in terms of section 4.3 or 4.4 above.
- 1.3.5 That if the Bidder(s) does/ do not sign this Pact or violate its provisions or fails to get this Pact signed in terms of Section 4.3 or 4.4 above. Authority will terminate the contract and initiate appropriate action against such Bidder(s).

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

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

¹⁴ Contribution shall mean amount payable or receivable

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

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

- (a) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.
- (b) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
- (c) If the Authority has disqualified / debarred the Bidder from the tender process prior to the award under section 2 or 3 or 4, the Authority is entitled to forfeit the earnest money deposited/Bid Security.
- (d) To recover all sums already paid by the Authority, and in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India. If any outstanding payment is due to the Bidder from the Authority in connection with any other contract or any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (e) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the BUYER, along with interest.
- (f) To cancel all or any other Contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Authority resulting from such cancellation/rescission and the Authority shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
- (g) To debar the Bidder from participating in future bidding processes for a minimum period of three years, which may be further extended at the discretion of the Authority.
- (h) To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.
- (i) In case where irrevocable Letters of Credit have been received in respect of any contract signed by the Authority with the Bidder, the same shall not be opened.
- (j) Forfeiture of Performance Bond in case of a decision by the Authority to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- (k) That if the Authority have terminated the contract under section 2 or 3 or 4 or if the Authority is entitled to terminate the contract under section 2 or 3 or 4, the Authority shall be entitled to demand and recover from the contractor damages equivalent to 5% of the contract value or the amount equivalent to security deposit or performance bank guarantee, whichever is higher.

- (l) That the Bidder agrees and undertakes to pay the said amount without protest or demur subject only to condition that if the Bidder can prove and establish to the satisfaction of the Authority that the disqualification / debarment of the Bidder from the tender process or the termination of the contract after award of the contract has caused no damage to the Authority.

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

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

1.6 Allegations against Bidders/ Sub-Contractors/ Associates:

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

1.7 Independent Engineer(s)

1.8 Facilitation of Investigation.

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

1.9 Law and place of jurisdiction

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

1.10 Other legal actions

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

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

1.11 Pact duration (Validity)

1.11.1 That this Pact comes into force when both the parties have signed it. It expires for the Concessionaire 12 months after the completion of the Concession Period with any extended term granted or Transfer Date, whichever is applicable. It expires for the Sub-Contractor 12 months after the final payment under the respective contract, and for all other Bidders 3 months after the contract is awarded.

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

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

1.12 Company code of Conduct

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

The parties hereby sign this Integrity Pact at _____ on _____

Buyer

Bidder

Name of the Officer

Chief Executive Officer/ Authorised Signatory

Designation

**Government Opium and Alkaloids
Factories,**

Department of Revenue (DOR),

Ministry of Finance, Government of India

Witness

Witness

1.

1.

2.

2.
