

Government of India/ भारत सरकार Ministry of Chemicals & Fertilizers/ रसायन एवं उर्वरक मंत्रालय Department of Pharmaceuticals/ औषध विभाग National Pharmaceutical Pricing Authority/ राष्ट्रीय औषध मूल्य निर्धारण प्राधिकरण

> 3rd/ 5th Floor YMCA Culture Centre Building वाई. एम. सी. ए. सांस्कृतिक केंद्र भवन 1, Jai Singh Road, N. Delhi-110001 1, जय सिंह रोड, नई दिल्ली-110001 Date/ दिनांक: 13.01.2022

# Notice Inviting Tenders (NIT)

Request for Proposal (RFP) for conducting the study entitled as "To study the drug pricing policies of different countries/ region and lessons learnt from these countries/ regions in terms of access to medicine at affordable prices."

NPPA desires to engage reputed firms or research institutions for conducting a study on the above subject. Accordingly, proposals are invited from interested firms/ institutions. The scope of the work is given in RFP document.

2. The agency will be selected under Quality and Cost Based Selection (QCBS) method as described in the RFP using the technical bid and financial bid. The important timelines are mentioned below:

SI. No.	Event (s)	Date (s)
1	Last date of seeking clarifications	07-02-2022 5:00 PM
	Last date and time of the submission of the bid (Technical & Financial)	21-02-2022 3:00 PM
	· · · · · · · · · · · · · · · · · · ·	01-03-2022
4	Opening of Financial Bid	04-03-2022

(Saurabh Bansal) Deputy Director saurabh.bansal50@gov.in

**Request for Proposal (RFP)** 

For

"To study the drug pricing policies of different countries/ region and lessons learnt from these countries/ regions in terms of access to medicine at affordable prices."

Government of India/ भारत सरकार Ministry of Chemicals & Fertilizers/ रसायन एवं उर्वरक मंत्रालय Department of Pharmaceuticals/ औषध विभाग National Pharmaceutical Pricing Authority/ राष्ट्रीय औषध मूल्य निर्धारण प्राधिकरण

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### 1. Introduction

National Pharmaceutical Pricing Authority (NPPA) was established through a Government of India Resolution dated 29th August, 1997 as an independent body of experts for price control of essential and life saving medicines. NPPA implements the National Pharmaceutical Pricing Policy, 2012 and the Drugs (Price Control) Orders issued by the Department of Pharmaceuticals (DoP) under the Essential Commodities Act, 1955.

## 2. Role of National Pharmaceutical Pricing Authority

- a) To implement and enforce the provisions of the Drugs (Prices Control) Order in accordance with the powers delegated to it.
- b) To deal with all legal matters arising out of the decisions of the Authority.
- c) To monitor the availability of drugs, identify shortages, if any, and to take remedial steps.
- d) To collect/ maintain data on production, exports and imports, market share of individual companies, profitability of companies etc., for bulk drugs and formulations.
- e) To undertake and/ or sponsor relevant studies in respect of pricing of drugs/ pharmaceuticals.
- f) To recruit/ appoint the officers and other staff members of the Authority, as per rules and procedures laid down by the Government.
- g) To render advice to the Central Government on changes/ revisions in the drug policy.
- h) To render assistance to the Central Government in the parliamentary matters relating to the drug pricing.

## 3. Request for Proposal

#### 3.1. Schedule and Critical Dates (Tentative):

3.1.1. The tentative schedule and critical dates related to this RFP are shown below:

SI. No.	Event (s)	Date (s)
1	Last date of seeking clarifications	07-02-2022 5:00 PM
	Last date and time of the submission of the bid (Technical & Financial)	21-02-2022 3:00 PM
3	Date for presentation by shortlisted bidders	01-03-2022
4	Opening of Financial Bid	04-03-2022

3.1.2. The NPPA reserves the right to amend the RFP, tentative schedule and critical dates. It is the sole responsibility of prospective bidders to go through the website of NPPA from time to time for any updated information.

#### 4. Terms of Reference

## 4.1. Objectives of the Assessment Studies

- a) To understand the drug pricing methodology adopted in the international market
- b) To understand the lessons learnt/ best practices from various countries/region in terms of availability and affordability of medicine.

## 4.2. Scope of work

- a) To study regulatory policy/framework on drug pricing of at least ten countries/region and to identify best practices/ lessons learnt.
- b) To study the operational implementation of the drug pricing policies in different countries and to identify best practices/ lessons learnt.
- c) To study other policy aspects that impact availability and affordability of medicine in these countries.
- d) The minimum ten countries/region that should be covered are Sri Lanka, Bangladesh, China, EU, UK, Australia, USA, Brazil, South Africa, and Thailand.

# 4.3. Methodology

The methodology given below is indicative and bidders have the flexibility to supplement this.

- a) The study will be primarily based on secondary sources of data and other information available in public domain.
- b) Interviews/ focus group discussions (FGDs) with foreign missions, relevant trade and industry associations, drug exporters, foreign manufacturers to elicit their feedback/ views.

## 4.4. Deliverables of the Study

4.4.1. 20 (Twenty) copies of the report shall be submitted along with digital copy. The report shall be prepared in multicolour format and physical copies shall be in multicolour and book bound form.

## 4.5. Timeframe:

4.5.1. The final report shall be submitted in 4 months. Besides this, quarterly progress shall be submitted by the applicant till the final submission of the report. The report shall be considered as final, only when it has been accepted by NPPA.

# **OTHER TERMS & CONDITIONS**

# 5. Validity of Proposal

**5.1.** The proposal should be valid for a period not less than ninety (90) days from the due date for receiving the proposal.

## 6. Eligibility

**6.1.** The firm/ expert institution shall fulfill the following eligibility conditions for participating in the bidding process. The Bidders should enclose documentary evidence for fulfilling the eligibility condition, as under:

6.1.1. The agency should have qualified personnel capable of executing responsibilities required for completing the work / job detailed through this document.

6.1.2. The agency should have relevant experience in conducting studies/ research in pricing regulation of pharmaceutical products and medical devices or related subjects.

6.1.3. The agency must have a minimum average annual turnover of Rs. 3.00 Crore during the last three financial years (2018-19, 2019-20 and 2020-21) and the entity should not have incurred losses in last three years. Last three years' Audited Financial Statements shall be submitted.

6.1.4. The agency should not be blacklisted by any Ministry/ Dept. of GOI/State Governments/ Organizations/ Undertaking (self-declaration on letter head);

6.1.5. The applicant should have GST registration and should be income tax assessee with valid GST registration and valid PAN Number.

6.1.6. The Bidder should have Head Office or a Local office located in Delhi or NCR which has been operational for the last three years or more.

6.1.7. However, conditions at 6.1.3, 6.1.5 and 6.1.6 shall not be applicable to government academic/ research institutions.

6.1.8. The technical bids will be screened on the basis of the above essential eligibility criteria. Proposals not complying with eligibility conditions shall be summarily rejected.

**6.2.** To demonstrate eligibility as well as other aspects to be scored against in the Technical Criteria related to experience, the bidder needs to submit copy of Contract / Work Orders along with completion certificate indicating the details of previous assignment completed, value of assignment / assignment in process date and year of award. Self-certified documents may be considered at the sole discretion of the Committee.

## 7. Brief Description of the Selection Process

#### 7.1. Process

7.1.1. The Agency will be selected on the basis of Quality and Cost Based Selection (QCBS). A two-stage selection process will be adopted in evaluating the Proposals. The bidders have to submit their best technical and financial proposals in separate envelopes.

7.1.2. In the first stage, a technical evaluation will be carried out on the basis of response parameters laid down in the RFP and technical marks shall be awarded. The minimum technical marks to qualify for next stage shall be 50%.

7.1.3. In the second stage, Price bids of qualified bidders shall be opened and financial marks shall be awarded.

7.1.4. A composite score shall be prepared by giving 70% weight to the technical Score and 30% weight to the financial score and selection shall be done on the basis of composite score.

# 7.2. Right to reject any or all Proposals

7.2.1. Notwithstanding anything contained in this RFP, the NPPA reserves the right to accept or reject any proposal and to annul the selection process and reject all proposals, at any time without any liability or any obligation for such acceptance, rejection, or annulment, and without assigning any reasons thereof. NPPA reserves the right to reject any Proposal if:

- a) At any time, a material misrepresentation is made or uncovered; or,
- b) The Consultant/ Institution do not provide, within the time specified by the NPPA, the supplemental information sought by the NPPA for evaluation of the Proposal.

## 8. Evaluation Process

8.1.1. Prior to evaluation of proposals, NPPA will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:

- a) it is received in the specified format;
- b) it is received by the due date including any extension thereof;
- c) it contains all the information (complete in all respects) as requested in the RFP;
- d) it does not contain any condition or qualification;
- e) the bidder has deposited Rs. 50,000/- (Rupees Fifty Thousand Only) as Earnest Money Deposit (EMD) before due date.
- f) it is not non-responsive in terms hereof.

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

8.1.3. NPPA will examine whether the bidder fulfils the eligibility conditions as mentioned at Para 6 above. Thereafter, a duly constituted Evaluation cum Selection Committee will scrutinize and evaluate the technical bids for giving technical marks. The Technical Evaluation will be in the following format.

SI.	Parameters		Sub-parameter and Marks
	Experience of the entity/ Group		<b>Number of years- Marks</b> Up to 5 years – 6 marks
1	Total number of years of establishment	20	5-10 years- 15 marks More than 10 years- 20 marks
	Experience of team in studies/ research in Regulatory policy		<b>No. of studies/ research- Marks</b> Up to 2- 5 Marks
2	on Drug Pricing	20	2 to 4 - 10 Marks More than 5 - 20 Marks
3	Presentation on methodology	60	Marks will be awarded by Evaluation

8.1.4. The presentation shall contain a brief about the team leader and team which will execute the assignment, their prior experience (especially drug pricing policy related if any), methodology and plan to execute the assignment, capability and capacity to execute the assignment to the satisfaction of NPPA in the provided time frame.

8.1.5. To claim the above marks, the bidder needs to submit copy of Contract / Work Orders along with completion certificate indicating the details of previous assignment completed, value of assignment / assignment in process date and year of award, Copy of research papers etc. Self-certified documents may be considered at the sole discretion of the Committee.

8.1.6. **Calculation of Technical Score (TS):** The bidder who secures maximum marks shall be given a technical score of 100. The technical scores of other Bidders for the assignment shall be computed as follows:

Taskainal anna (TO) af hiddar A	Marks secured by bidder A
Technical score (TS) of bidder A=	100 X Highest Marks secured

**Illustration:** Suppose Bidder A, B and C scores 90, 80 and 70 marks. Their technical scores (TS) will be calculated as under:

Bidder A	100X 90/90 = 100
Bidder B	100X 80/90 = 88.88
Bidder C	100X 70/90 = 77.78

As illustrated in Table, technical scores (TS) of Bidder A, B and C will be 100, 88.88 and 77.78 respectively.

8.1.7. **Financial Bid Evaluation:** Following are to be noted for financial bids:

- The financial bid shall be a lump sum bid inclusive of all expenses. GST is excluded.
- Applicable GST will be reimbursed on actual basis.
- The Financial proposals shall be evaluated on the basis of total lump sum charges offered by the bidder. Any monetary figure in decimal shall be rounded off to the nearest INR.
- In cases of discrepancy between the prices quoted in words and in figures, lower of the two shall be considered. For any other calculation/ summation error etc. the bid may be rejected.

8.1.8. **Calculation of Financial Score (FS):** Bidder submitting the lowest financial bid (Lowest Quote in INR) will be given a financial score of 100. The financial scores of other bidders for the assignment shall be computed as follows:

		Lowest Quote in INR
Financial Score (FS) of bidder A=	100 X	
		Offer quoted by bidder A in INR

**Illustration:** Suppose Bidder A, B and C quotes Rs. 8500, 8000 and 7000 for the assignment. Their financial scores (FS) will be calculated as under:

Bidder A	100X 7000/8500 = 82.35
Bidder B	100X 7000/8000 = 87.50
Bidder C	100X 7000/7000 = 100

As illustrated in Table, financial scores (FS) of Bidder A, B and C will be 82.35, 87.50 and 100 respectively.

8.1.9. **Weightage for technical and financial Scores**: Bids will be evaluated as per Quality and Cost Based Selection (QCBS) System. The weightage for technical and financial scores will be 70% and 30% respectively.

8.1.10. **Calculation of Combined Score (CS):** A combined score will be calculated as under:

CS = 70%\* TS + 30%\* FS

**Illustration:** Suppose Bidder A, B and C quotes Rs. 8500, 8000 and 7000 for the assignment. Their Combined scores (CS) will be calculated as under:

	TS	Weighted TS (A*70%)	FS	Weighted FS (C*30%)	CS	Result
	(A)	(B)	(C)	(D)	(B+D)	
Bidder A	100.00	70.00	82.35	24.71	94.71	H1
Bidder B	88.88	62.22	87.50	26.25	88.47	H2
Bidder C	77.78	54.45	100	30.00	84.45	H3

## <u>Table</u>

As illustrated in Table-5, Combined Score (CS) of Bidder A, B and C will be 94.71, 88.47 and 84.45 respectively.

8.1.11 The bidder obtaining the highest Combined Score in evaluation of technical and financial bid as per para above will be ranked as H-1 bidder. Bidders securing lesser Combined Scores will be ranked as H-2 bidder, H- 3 bidder etc. in the order of their Combined Score. Bidder securing highest Combined Score and ranked H- 1 shall be recommended for award of contract.

8.1.12. NPPA will follow the internal procedure for necessary approvals and thereafter proceed with notification of award of contract. After issuance of Letter of Award (LoA) of contract to the Selected Applicant, it shall, within 7 (seven) days of the receipt of LoA, sign and return the LoA to NPPA.

## 9. Submission of Proposals

9.1.1. The Proposal shall be submitted <u>physically or by Registered post only</u> as per the time schedule mentioned elsewhere in this document, with duly signed copies of the requisite documents as detailed below:

- a) Demand Draft of EMD of Rs. 50,000/-
- b) The Technical Proposal as per the format given in **Annexure-I** in support of years of experience and number of such studies conducted;
- c) The Financial Proposal as per the format given in Annexure-II
- d) General description of Team as per Annexure-III;
- e) Copy of Tender Acceptance Letter (Annexure-IV);
- f) The proposed Concept and Plan for conducting the study
- g) Copy of GST Registration Number & Income tax PAN.
- h) Self-certified letter of not being blacklisted by any Government agency.

9.1.2. **Financial Bid:** While submitting the Financial Proposal, the firm shall ensure that all the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel, accommodation, travelling, printing of documents, taxes etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.

9.1.3. Any alteration/ modification in the Proposal or additional information or material supplied subsequent to the due date, unless the same has been expressly sought for by the National Pharmaceutical Pricing Authority, shall not be considered.

#### **10. Clarifications**

10.1.1. To facilitate evaluation of Proposals, the NPPA may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the NPPA for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing. If a Team does not provide clarifications sought above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the NPPA may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding.

10.1.2. The bidders may seek clarification from NPPA by emailing their queries at <u>saurabh.bansal50@gov.in till</u> the last date for seeking such clarifications.

#### 11. Award of Study

11.1.1. After selection, a Letter of Award (LoA) shall be issued, in duplicate, by the NPPA to the Selected agency and the agency shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In addition, the successful bidder may be required to sign a separate Memorandum of Agreement (MOA) with the NPPA.

### 12. Proprietary data

12.1.1. All documents and other information provided by the NPPA or submitted by an agency to the NPPA shall remain or become the property of the National Pharmaceutical Pricing Authority. Firms are to treat all information as strictly confidential. The NPPA will not return any Proposal or any information related thereto. All information collected, analyzed, processed, or in whatever manner provided by the Consultant to the NPPA in relation to the Consultancy shall be the property of the National Pharmaceutical Pricing Authority.

#### **13. Payment to the Consultant**

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

No.	Work Description	Timeline from award of work	Payment (%)
1	On finalization of methodology & detailed scope and submission of two reports	30 days	30 %
2	On completion of desk research and presentation to NPPA	75 days	30%
3	On completion of the study and submission of comprehensive report and acceptance thereof.		40 %

13.1.2. All payments under this Agreement shall be made to the bank account specified by the firm/agency as may be notified to the NPPA by the Consultancy firm. The successful agency will be registered on PFMS (Public Financial Management System) of Controller General of Accounts (CGA) and payments will be made through PFMS only.

#### 14. Performance Security

14.1.1. On signing of the LOA, the successful bidder shall provide a performance security equivalent to 10 % (ten percent) of the value of the contract in the form of the bank draft/ demand draft or Bank Guarantee (BG) from a scheduled commercial bank in favour of "Pay & Accounts Officer, NPPA, New Delhi", within 10 days of issue of letter of acceptance (LOA) of proposal. In case performance security is submitted through BG, the same shall remain valid for 60 days beyond the final date of the original contract. This performance security, valid for a period of 60 days beyond completion of all contractual obligations will have to be provided by the successful bidder. The NPPA shall retain the performance security, to be appropriated against breach of this Agreement and/ or for recovery of liquidated damages. The balance amount of the Performance Security shall be returned to the applicant at the end of 60 days after completion of the contract.

14.1.2. In case of the contract being extended, the successful bidder will have to get the BG extended on same terms and conditions for the period of 60 days beyond the final date of the extended contract period, if any.

14.1.3. Performance Security would be returned only after successful completion of work assigned and after adjusting/recovering any dues recoverable/payable from/by the agency on any account under the contract.

14.1.4. The NPPA shall have the right to appropriate the Performance Security, in whole or in part, without notice to the firm in the event of breach of Agreement or for recovery of liquidated damages.

14.1.5. Performance Security shall not be applicable in case the bidder is a Government institution.

### 15. Penalty

15.1.1. Any breach in contract will lead to penalty and may lead to termination of the contract. All the documents etc. prepared and developed by the bidder will be the property of the NPPA. All reports, other documents submitted by the bidder pursuant to this work order shall become and remain the property of the NPPA, and the bidder shall, not later than upon termination or expiration of this work order, deliver all such documents, reports etc. to the NPPA, together with a detailed inventory thereof.

15.1.2. If at any given point of time it is found that the bidder has made a statement which is factually incorrect or if the bidder doesn't fulfill any of the contractual obligations, the NPPA may take a decision to cancel the contract with immediate effect. Further, performance security of the consultancy agency may also be forfeited if the performance of the agency is not satisfactory.

#### 16. Liquidated Damages for error/variation

16.1.1. In case any error or variation is detected in the reports submitted by the firm and such error or variation is as a result of negligence or lack of due diligence on the part of the firm, the consequential damages thereof shall be quantified by the NPPA in a reasonable manner and recovered from the Consultant by way of liquidated damages, subject to a maximum of 10 % (ten percent) of the Contract Value.

#### 17. Liquidated Damages for delay

17.1.1. In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.2 % (zero point two percent) of the Contract Value per day, subject to a maximum of 10 % (ten percent) of the Contract Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted. In addition, for non-performance/ delayed performance and /or non-adherence to timelines stipulated in LoA issued by NPPA to agency for the said scope of work, NPPA may forfeit Security submitted as EMD/ Performance Security. Also, the EMD/ Security Deposit/ Bank Guarantee/ Performance Guarantee shall be forfeited in case of any midway unilateral withdrawal from the assignment.

17.1.2. NPPA will have the right to cancel the contract at any time without assigning any reason thereof.

## **18. Appropriation of Performance Security:**

18.1.1. The NPPA shall have the right to appropriate the Performance Security, in whole or in part, without notice to the firm in the event of breach of Agreement or

for recovery of liquidated damages. The EMD of the successful bidder will be retained as a part of performance security/guarantee in addition to Bank Guarantee.

#### **19. Commencement of Work:**

19.1.1. The agency shall commence the work immediately on issue of the LOA by the NPPA.

#### 20. Validity of MOA

20.1.1. This Memorandum of Agreement (MOA)/ LoA shall be valid until and unless it is expressly terminated. During validity of MOA/ LoA, NPPA and the agency will take effective steps for implementation of MOA/ LoA. Any act on part of NPPA and the agency, after termination of this MOA/ LoA by way of communication, correspondence etc., shall not be construed as an extension of MOA/ LoA.

#### 21. Force Majeure: -

21.1.1. For the purposes of this RFP, "Force Majeure" means an event which is beyond the reasonable control of Agency and, which makes the Agency's performance of its obligations under the MoA/ LoA issued under this RFP impossible or so impractical as to be considered impossible under the circumstances.

i) <u>Breach of MoA/ LoA:-</u> The failure of a Party to fulfil any of its obligations under MoA/ LoA shall not be considered to be a breach of, or default under the MoA/ LoA in so far as such inability arises from an event of Force Majeure, provided that Party affected by such an event

- a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out terms and conditions of the MoA/ LoA/ RFP, and
- b) has informed other Party as soon as possible about occurrence of such an event.

ii) <u>Extension of Time:-</u> Any period within which a Party shall, pursuant to the MoA/ LoA, complete any action or task, shall be extended for a period equal to time during which such Party was unable to perform such action as a result of Force Majeure.

#### 22. Failure & termination clause

22.1.1. Time and date of delivery and period of execution shall be essence of the contract. If Agency fails to deliver the services thereof within the period fixed for such delivery in the schedule or at any time repudiates the contract before the expiry of such periods, the NPPA may without prejudice to any other right or remedy available to the agency recover damages for breach of the contract as under:-

- a) Recover from the Agency as liquidated damages which will be charged by way of penalty, as specified in the Clause 20 (Penalty Clause).
- b) Cancel the contract or a portion thereof by serving prior notice of one month to the Agency.

c) NPPA may take a decision to cancel the contract with immediate effect and / or debar / blacklist the bidder from bidding prospectively for a period of 3 years or as decided by NPPA or take any other action as deemed necessary.

## 23. Amendment to RFP:

23.1.1. At any time prior to the last date of receipt of bids, the NPPA may for any reason, whether at its own initiative or in response to a clarification request by the prospective bidders, modify the RFP documents by an amendment. In order to provide prospective bidders reasonable time for taking the amendment into account in preparing their bids, the NPPA may at its discretion, extend the last date for receipt of bids and/or make other changes in the requirements set out in the RFP.

### 24. Disclaimer

24.1.1. The NPPA shall not be responsible for any late receipt for any reasons whatsoever. The applications received late will not be considered.

### 25. Miscellaneous Clauses

- a) The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- b) The agency shall notify to NPPA of any material change in its status or shareholding, in particular, where such change would impact on performance of obligations under the MoA/ LoA.
- c) Any failure or delay on part of NPPA to exercise right or power under MoA/ LoA shall not operate as waiver thereof.
- d) Workers, employees, staff or agents engaged or employed by or on behalf of the agency shall not be deemed to be worker, employee, staff or agents of NPPA under any circumstances what so ever and there is no such agreement for or regarding workers of the agency as well as of NPPA.
- e) Notwithstanding anything in the MoA/ LoA, in no event shall NPPA be liable under laws of contract, tort, misrepresentation warranty, negligence, strict liability or otherwise, for any special indirect, incidental or consequential damages (including loss of profit arising out of in connection with the MoA/ LoA).
- f) Neither execution and delivery by the agency of the MoA/ LoA nor performance by the agency of its obligations hereunder will violate, conflict with, or result in breach of, or constitute a default under, any provision of law, statute, rule or regulation or any judgment, order, or decree of any court of governmental body applicable to it, or its articles of incorporation or by-laws.

## 26. Laws governing the RFP/ Contract-

26.1.1. This RFP/ contract shall be governed by the Laws of India for time being in force.

## 27. Jurisdiction of Courts

27.1.1. Any dispute on selection/rejection and/or implementation/cancellation/ withdrawal of the proposal/ project under this RFP will be subject to Courts/Tribunal having jurisdiction over Delhi only.

#### Annexure I TECHNICAL BID FORM (Please refer clause 9.1.1 (b) of the RFP)

A – Consultant's Organization	
[Provide here a brief (not more than one page) description of the	
background and organization of your entity]	
Date of establishment of entity	
GSTIN	
PAN	
Turnover in last three years in Rs.	2018-19
	2019-20
	2020-21
Profit/ (Loss) in last three years	2018-19
	2019-20
	2020-21
Address of Head Office	
Address of Local office in Delhi NCR	
Whether self-declaration on letter head regarding blacklisting attached	Yes/ No

### Details of previous assignments/ research

B – Consultant's Experience [Using the format below, provide information on each assignment/ research for which your entity, and each associate for this assignment, was contracted for carrying out services similar to the ones requested	
under this assignment.]	
Assignment name:	
Approx. value of the contract	
(in Rupees):	
Country: Location within country:	
Duration of assignment	
(in months):	
Name of client	
Address	
Start date (month/year):	
Completion date (month/ year):	
Name of associated Consultants, if any:	
Name of senior professional staff of your firm involved and functions	
performed (indicate most significant profiles such as Project	
Director/Coordinator, Tea m Leader):	
Narrative description of Project: Description of actual services	
provided by your staff within the assignment:	

Note: For each study, the applicant is required to submit the complete details as per this annexure separately

#### Annexure-II FINANCIAL BID

### (PI. refer to clause 9.1.1(c) of the RFP)

The Deputy Director (M&E) National Pharmaceutical Pricing Authority 3rd/ 5th Floor, YMCA Cultural Center Building, 1, Jai Singh Road, New Delhi, India – 110001

#### RFP Dated XX/XX/2021: Engagement of Agency

2. Our Financial Proposal shall be binding upon us subject to the modifications resulting from arithmetic correction, if any, up to expiry of the validity period of the Proposal, i.e. [date].

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

Yours sincerely,

(Signature of Authorized Signatory)

Name & Title of Signatory	:
Name of the Firm	:
Address	:
E-mail	:
Telephone	:
Fax	
(Name and seal of the App	olicant)

#### Annexure- III GENERAL DESCRIPTION OF TEAM

# (PI. refer to clause 9.1.1(d) of the RFP)

SI. No.	
Name of Team Leader & members	
Position	
Qualification	
Experience	

Note: Provide details of each team member separately

#### Annexure- IV TENDER ACCEPTANCE LETTER

### (Please refer clause 9.1.1 (e) of the RFP)

The Deputy Director (M&E) National Pharmaceutical Pricing Authority 3rd/ 5th Floor, YMCA Cultural Center Building, 1, Jai Singh Road, New Delhi, India – 110001

Subject: Acceptance of Terms & Conditions of Tender-reg. Tender Reference No:

\_\_\_\_ \_\_\_\_ \_\_\_\_

**Name of Tender / Work:** To study the drug pricing policy of different countries/ region of countries and lessons learned from these countries in terms of access to medicine at affordable prices."

Dear Sir,

1. I/ We have downloaded / obtained the tender documents(s) for the above mentioned 'Tender/Work' from the web site: www.nppaindia.nic.in

2. I / We hereby certify that i / we have read the tender documents (including all the terms and conditions mentioned therein) from <u>Page No. 1 to 18</u> (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I/ we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department / organizations too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby, unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. In case any provisions of this tender are found violated, then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject this tender/ bid including the forfeiture of the full said earnest money deposit absolutely.

Yours faithfully,

(Signature of the Bidder, with Official Seal)

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