



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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Date/ दिनांक: 23.02.2023

### Request for Proposal (RFP)

#### Request for Proposal (RFP) for preparing a Coffee Table Book showcasing the “Growth Story of the Indian Generic Drugs.”

NPPA desires to engage a reputed agency for undertaking the work on the above subject. Accordingly, proposals are invited from the interested firms as per the scope of the work given in the RFP document.

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

S. No.	Event (s)	Date (s)
1	Date of issue of RFP	23-02-2023
2	Last date and time of the submission of the bids (Technical & Financial)	02-03-2023
3	Date for presentation by the shortlisted bidders	06-03-2023
4	Opening of the Financial Bid	07-03-2023

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**Request for Proposal (RFP)**

**For**

**“Preparation of Coffee Table Book showcasing the Growth Story of Indian  
Generic Drugs**

**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**

## 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:

S. No.	Event (s)	Date (s)
1	Date of issue of RFP	23-02-2023
2	Last date and time of the submission of the bids (Technical & Financial)	02-03-2023
3	Date for presentation by the shortlisted bidders	06-03-2023
4	Opening of the Financial Bid	07-03-2023

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**

To publish a high-quality Coffee Table Book showcasing the Growth Story of Indian Generic Drugs

#### **4.2 Scope of work**

- a) Content development and research
- b) Photography and Photo-Editing
- c) Developing Info graphics for data visualisation
- d) Content editing
- e) Designing of the book
- f) Proof-Reading and Printing
- g) Checking for plagiarism
- h) Printing of digital and physical copies of the CTB

#### **4.3 Specifications of book**

Coffee Table Book with dust-jacket, bookmark and slip case.

1. **Number of Pages:** 200 (front & back) (+/- 4 pages pro rata basis)

2. **Number of Copies:** 150/200/250 (bidder need to quote for all the three quantities)

##### **3. Paper specifications**

- a) Size: 9.25"x 12.0" (finished), 12"x18.5" (open)
- b) Text, End Paper, PLC & Dust Jacket: 170 GSM Matt finished Indian Art Paper
- c) Binding: Hard bound with 3 mm board

4. **Colour:** Coffee Table book, cover, dust jacket, bookmark and slip cover: 4 process colours with aqueous coating.

5. **Special Operations:** Gold Foiling on Front cover and Spine.

6. **Packaging:** Packed individually in shrink wrap and in a paper bag or equivalent. Six (6) copies in Corrugated Box.

7. **Content (tentative):** 70% of the content shall be photographs and 30% of the content shall be text and info graphics.

The NPPA reserves its right in exceptional cases to agree for any other specifications, which improve the quality of the Coffee Table Book, up to 5% addition to the listed price for the specifications given here.

#### **4.4 Methodology**

- a) An Editorial Committee has been constituted for the Coffee Table Book.

- b) The base raw inputs shall be provided to the agency by the committee. However, the agency shall be required to connect the dots and fill in any information gaps through their research.
- c) The agency shall be required to work in close coordination with the Committee and may also be required to attend the committee meetings.
- d) A base photograph dump shall be provided by the Committee to the agency however, there may be gaps and the same may require fresh photography or identification and retrieval of photographs from other sources. NPPA will also help the agency in connecting with concerned agencies for accessing the photographs. However, the agency may also be required to purchase archival photographs from other agencies.
- e) The agency shall have a professional subject matter expert with sufficient experience of content writing in health/ pharmaceuticals who can understand the context and develop the content as per the requirements of the committee.
- f) The agency shall have a professional content editor and copywriter with sufficient experience of finalising content for international standard coffee table books who will refine and fine-tune the content
- g) The agency shall have a professional designer, with sufficient experience of finalising content for international standard coffee table books, who will design the coffee table book
- h) The agency is required to showcase and fine-tune the coffee table book for multiple levels of approvals.
- i) The agency shall be responsible for checking the accuracy of the content and plagiarism.

#### **4.5. Timeframe:**

The time frame for the completion is as follows:

- a) First draft to be ready by 31<sup>st</sup>March, 2023
- b) First draft with pictures to be ready by 15<sup>th</sup>April, 2023
- c) Final version to be ready by 15<sup>th</sup>May, 2023
- d) Printed book shall be provided to NPPA by 30<sup>th</sup> May, 2023

#### **4.6. Final Output:**

The final output shall be the digital and physical copies of the Coffee Table Book

### **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 agency shall fulfil 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 of preparation of content for pharmaceutical or health or related subjects.

6.1.3. The agency should have experience of preparation of Coffee Table Books for reputed organisations and may be required to submit copies of their previous work.

6.1.4. The agency must have a minimum average annual turnover of Rs. 3.00 Crore during the last three financial years (2019-20, 2020-21 and 2021-22) and the entity should not have incurred losses in last three years. Last three years' Audited Financial Statements shall be submitted.

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

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

6.1.7. 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.

6.1.8. 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.

7.1.5. The financial bids shall be filled by the agency as per the following however, the payment shall be made on actual:

- a) Number of pages 200 (Minimum guarantee of 180 pages)
- b) Number of copies 200 (Minimum guarantee of 150 books)

## **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 agency does 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. 30,000/- (Rupees Thirty Thousand Only) as Earnest Money Deposit (EMD) before due date; and
- 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.

<b>S.No.</b>	<b>Parameters</b>	<b>Max. Marks</b>	<b>Sub-parameter and Marks</b>
1	Presentation by the agency	100	Marks will be awarded by Evaluation committee, at its sole discretion, based on the experience, professional manpower, understanding of the assignment and demonstration of capability. The agency shall present 3 pages sample content during the presentation.

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 showcase its previous completed work during the presentation.

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:

$$\text{Technical score (TS) of bidder A} = 100 \times \frac{\text{Marks secured by bidder A}}{\text{Highest Marks secured}}$$

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

Bidder A	$100 \times 90/90 = 100$
Bidder B	$100 \times 80/90 = 88.88$
Bidder C	$100 \times 70/90 = 77.78$

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:

$$\text{Financial Score (FS) of bidder A} = 100 \times \frac{\text{Lowest Quote in INR}}{\text{Offer quoted by bidder A in INR}}$$



**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	$100 \times 7000 / 8500 = 82.35$
Bidder B	$100 \times 7000 / 8000 = 87.50$
Bidder C	$100 \times 7000 / 7000 = 100$

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:

**Table**

	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	<b>94.71</b>	<b>H1</b>
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

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 3 (three) 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 physically or by Registered post 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. 30,000/-
- 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; and
- 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. The technical and financial bid shall be submitted in two separate envelopes and name of the bidder and the word “financial bid” and “technical bid”, as the case may be, shall be clearly mentioned on the envelope. These two envelopes shall be enclosed together in an outer single envelope. The envelope shall clearly mention the bidder name and the word “TENDER DOCUMENTS” AND “CONFIDENTIAL”.**

9.1.4 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: [saurabh.bansal50@gov.in](mailto:saurabh.bansal50@gov.in) at least 2 days before the last date for submission of bids.

## 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.

## 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	Payment (%)
1	On final acceptance of the coffee table book	40 %
2	On submission of the final printed and digital copies	60%

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 3 % (three 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) Breach of MoA/ LoA:- 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) Extension of Time:- 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 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 whatsoever 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 – Organization	
[Provide here a brief (not more than one page) description of the background of the organization]	
Date of establishment of entity	
GSTIN	
PAN	
Turnover in last three years in Rs.	2019-20 2020-21 2021-22
Profit/ (Loss) in last three FY years	2019-20 2020-21 2021-22
Address of Head Office	
Address of Local office in Delhi NCR	
Whether self-declaration on letter head regarding blacklisting attached	Yes/ No



**Annexure-II**  
**FINANCIAL BID**  
**(Pl. 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**

We, the undersigned, offer to render the services in accordance with your RFP Dated XX/XX/2021 and our Proposal dated XX/XX/2021. Our Financial Proposal is for the sum of Rs. .... [amount(s) in words and figures]. The said figure is excluding applicable taxes. The details are as follows:

<b>Particulars</b>	<b>Quantity</b>	<b>Amount in Rs.</b>
a) Content development and research	200 pages	_____
b) Developing Info graphics for datavisualisation and Photo-Editing		_____
c) Content editing, Proof-Reading and Checking for plagiarism		_____
d) Designing of the book		_____
Photography in India	5 locations	---
Purchase of archival photos	50 photos	---
Preparation of e-book and Printing of 200 copies(physical)	200 copies	---
<b>Total</b>		---

Note: Bidder need to quote individually for each of the above categories/items.

2. The above financial proposal is for the quantity mentioned and we understand that the payment shall be made on actual pro rata basis. 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 Applicant)



**Annexure- III**  
**GENERAL DESCRIPTION OF TEAM**  
**(Pl. refer to clause 9.1.1(d) of the RFP)**

Sl. No.	
Name	
Position	
Qualification	
Relevant Experience	
Relevant assignment worked on	

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:

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**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](http://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 Page No. 1 to 18 (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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