

**TAMILNADU MEDICAL SERVICES CORPORATION LTD.,
No.417, Pantheon Road, Egmore, Chennai - 600008**



REQUEST FOR PROPOSAL (RFP)

for

**HIRING OF CONSULTANT FOR PROVIDING TECHNICAL
SERVICES FOR DETAILED ASSESSMENT AND
RECOMMENDATION OF ANTI SNAKE VENOM SERUM
PRODUCTION (ASVS) FACILITY AS PER GMP COMPLIANCE &
FEASIBILITY OF CONVERTING THE EXISTING SET UP AS GLP,
NABL COMPLIANT VIROLOGY BSL 3 /4 LAB AT KIPM & R
CAMPUS, GUINDY, CHENNAI – 32**

QCBS

(Quality cum Cost Based Selection)

**RFP Ref No.807/RFP/KIPM/TNMSC/ENGG/2021
DT.28.03.2021**

Date of Release of RFP	04.04.2022
Pre-bid Meeting	12.04.2022 at 11:00 AM
Last Date for Proposal Submission	22.04.2022 before 11.00 AM
Date of Opening of Technical Proposal (EMD and Technical Proposal)	22.04.2022 at 12.00 Noon
Price of bidding document (Non-refundable)	Rs.5,725/- (Inclusive of all taxes) by Demand Draft in favour of “TNMSC Ltd., Chennai”. Alternatively the tender document can be downloaded from websites www.tnmsc.tn.gov.in and www.tenders.tn.gov.in at free of cost

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IMPORTANT NOTICE

This tender procedure is governed by the Tamil Nadu Transparency in Tenders Act, 1998 read with Tamil Nadu Transparency in Tender Rules, 2000 as amended from time to time. In case of any conflict between the terms and conditions in the tender document and the Tamil Nadu Transparency in Tenders Act, 1998 The Tamil Nadu Transparency in Tender Act, 1998, read with Rules shall prevail.

DISCLAIMER

Information contained in this document for Request for Proposal (“RFP”) and/or subsequently provided to Tenders, whether verbally and/or in documentary form by or on behalf of Tamilnadu Medical Services Corporation Limited (“TNMSC”) or any of its authorized employees or advisors (collectively referred to as “TNMSC’s Representatives”), is provided to the Tenders on the terms and conditions set out in this RFP document and any other terms and conditions subject to which such information is provided. This RFP document is not an agreement and is not an offer or invitation by TNMSC to any other party. The purpose of this RFP document is to provide interested parties with information to enable formulation of their proposal.

This RFP document does not purport to contain all the information each Tender may require. The Tenders should conduct their own due diligence, investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and obtain independent advice from appropriate sources. TNMSC’s Representatives make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document and concerned with any matter deemed to form part of the RFP document, award of the assignment, the information and any other information supplied by or on behalf of TNMSC or otherwise arising in any way from selection process. The prospective Tenderer will be responsible for all obligations to its staff, their payments, complying with provisions of law relevant for the working of the Tender’s staff.

1 Introduction

The Govt. of Tamil Nadu has sanctioned Rs.16.722 crore for establishment of a New Anti-Snake Venom Serum Production facility at KIPM & R, Guindy, Chennai – 32.

For and on behalf of Health & Family Welfare Department, Government of Tamil Nadu, Request for Proposal (RFP) is invited by Tamil Nadu Medical Services Corporation Ltd, Chennai, from the eligible designer cum consultant to provide Technical Services for detailed assessment and recommendation of Anti Snake Venom Serum Production (ASVS) facility as per cGMP compliance & feasibility of converting the existing set up as GLP, NABL Compliant Virology BSL 3 /4 lab at KIPM & R Campus, Guindy, Chennai – 32

In this context, TNMSC invites interested Tenderers to submit their technical and financial offers in quality and cost-based selection (QCBS) for the above service in accordance with the scope of work, conditions and manner prescribed in this Request for Proposal (RFP) document.

- | | |
|---|---|
| i) Last date and time for Sale of Tender/ downloading } | 20.04.2022 @ 5.00PM |
| Tender | } |
| | |
| ii) Last date and time for submission of Tender | } 22.04.2022 @ 11.00 AM |
| | |
| iii) Date and Time of opening of Cover – Part I | } 22.04.2022 @ 12.00 Noon |
| | |
| iv) Earnest Money Deposit | : Rs.50,000/- (Refer clause 11
of RFP) |
- The Tender inviting Authority is The General Manager (Equip), Tamilnadu Medical Services Corporation Limited, No. 417, Pantheon Road, Chennai, Egmore-8
- The bidders, who have downloaded the bid documents, shall be solely responsible for checking these websites for any addendum/amendment issued subsequently to the bid document and take into consideration the same while preparing and submitting the bids.
- All bids must be accompanied by a bid security/Earnest Money Deposit as specified in the bid document and must be delivered to the above office at the date and time indicated above.
- Bids will be opened in the presence of Bidders' representative who choose to attend on the specified date and time.

2 Broad Scope of Services for the Consultant

2.1 Objective :

The main objective of the study is given below:-

1. Look at the amount invested and outputs committed which have not been realized.
2. Was the gap financial or earlier sanction incomplete, if so with cost break up.
3. O&M and animal maintenance cost analysis for ASVS production and to justify the cost against market price.
4. Issues related to ASVS production in India.
5. Recommendation to put the existing facility for better use. As BSL 3 or BSL 4 for virology high bio security test handling.
6. Cost benefit analysis for each.
7. Full examination of earlier proposals on this Issue

2.2 Broad Scope of Work :

1. Complete Conceptual design and preparation of detailed layouts covering civil, Mechanical, Electrical, Electronics and control system of the entire project as per required standards for Both ASVS Production & BSL Virology Lab Set up.
2. Getting approval of the design, layout and performance, parameters, safety provision and control system from the end user departments.
3. Assisting and rendering necessary advice to the department / TNMSC in floating the tenders, evaluation of Technical and Commercial Bids and in finalization of the responsive and reasonable bidders for execution of the project as per the terms of the tenders.
4. Periodic inspection of the construction activity at identified key stages to ensure adherence to the terms of the tender and the statutory requirements.
5. Assisting and rendering necessary advice to the department during the inspection by the statutory authority for approval of the project and at all stages of progress and as and when required including the stages of the testing and commissioning.
6. Assisting and rendering necessary advice for Machineries and critical utility system qualification, process validation (Media Fill Run) and 3 consecutive releases of ASVS batches.

2.3 Engagement Team

The Tenderer shall include experts and specialist in their respective areas of expertise and managerial / support staff such that the consultant should be able to complete the assignment within the specified time schedule.

The total duration of the assignment will be for a period of **4 weeks** for the submission of the final report.

3 Qualification Criteria

Tenderer must read carefully the minimum conditions of eligibility (the “**Conditions of Eligibility**”) provided herein. Proposals of only those Tenderers who satisfy the Conditions of Eligibility will be considered for technical evaluation.

3.1 Eligibility Criteria:

SL. NO	Criteria	Supporting document to be submitted
1.	The consultant firm/individual should be registered with appropriate authority and in operation in India for at least 5 years. Copy of the registration certificate should be furnished. Joint Venture/ Consortium is permitted with only one firm/consultant. The lead member of the consortium-JV should meet 60% of the criteria and the other member should meet balance 40% of the criteria	Copy of the registration certificate in case of Consultant firm /Individual. In case of JV/Consortium copy of the registration certificate for both lead member and other member and the JV/Consortium agreement.
2	The Individual consultant or consultant engaged by the firm for the project for this purpose shall possess basic degree in Pharmacy/Biotechnology from a recognized university with minimum of 10 years exposure in handling pharma projects. Shall be familiar with cGMP norms, WHO GMP Guidelines, BSL Lab NABL Norms, PIC's GLP, GSP, GDP, OSHA & ISPE Guidelines.	Curriculum Vitae of the consultant/consultant engaged by the firm with documents establishing experience. In case of JV/Consortium this criteria should be met by either lead member or the consortium/JV partner or the consultant engaged by any one of them.
3.	Key experts: The consultant firm/individual consultant should also have a Qualified architect as an associate consultant in their pay roll for the past 3 years.	Curriculum Vitae of the Architect. In case of JV/Consortium this criteria should be met by either lead member or the consortium/ JV partner or the consultant engaged by any one of them.
4.	The Consultant firm/individual Consultant should have served as a consultant for at least one such similar completed facility with the project cost of Rs.15 crores and above with satisfactory performance of atleast 3 months on the date of submission of RFP. (Details to be furnished as per Annexure IV a) In case of JV/Consortium, this criteria should be met by the lead member as individually of value Rs.9 cores and the JV/Consortium partner as individually of value Rs.6 crores.	Copy of work Order/contract/Engagement letter awarded to Tenderer with performance Certificate from end user.
5.	Consultant should have atleast 3 Good Performance Record with certificate of completion or letter of appreciation from 3 pharma projects / Biotechnology project in the last 5 years. (Details to be furnished as per Annexure IVa) In case of JV/Consortium, this criteria should be met either by the lead member or the JV/Consortium partner either individually or together.	Copy of work order/contract /Engagement letter awarded to Tenderer with Performance Certificate from end user with photographs showing the clear view of the facility executed.

6.	<p>The consultant firm / individual Consultant shall possess hands on experience and capability to handle turn key projects from concept designing i.e. (Preparation of Layouts, Technical Specification) to the process validation and commercial production on single responsible basis and experience in designing and establishment of Biosafety labs (Level 3 /4 / preparation of feasibility reports. Score will be given based on the number of projects completed.</p> <p>(Details to be furnished as per Annexure IVb)</p> <p>In case of JV/Consortium, this criteria should be met either by the lead member or the JV/Consortium partner or both together.</p>	<p>Copy of work order/contract/Engagement letter awarded to Tenderer with performance Certificate from end user.</p>
7	<p>The consultant firm/individual Consultant shall possess experience in testing commissioning and getting the project validated by the statutory requirements, for similar projects in Government /Private Sector at National and International Level.</p> <p>(Details to be furnished as per Annexure IVb)</p> <p>In case of JV/Consortium, this criteria should be met either by the lead member or the JV/Consortium partner or both together.</p>	<p>Copy of Work Order/contract/Engagement letter awarded to Tenderer with performance Certificate from end user.</p>
8	<p>The firm/individual should have annual turnover of Rs.20 lakhs in any of the last 3 Financial/Accounting years 2018-2019-2020 and 2020 – 2021</p> <p>In case of JV/Consortium, this criteria should be met by the lead member</p>	<p>Copies of annual report with balance sheets and profit and loss account for the last three years duly certified by a Chartered Accountant</p>
9	<p>The firm/individual should have financial strength with fixed asset of atleast Rs.20 lakhs and movable asset of atleast Rs.20 lakhs supported by a CA certificate.</p> <p>In case of JV/Consortium, this criteria should be met by the lead member</p>	<p>Document certified by Chartered Accountant</p>

The following documents to be submitted in technical bid:

- a) The Tenderer should submit copy of valid PAN Card.
- b) The Tenderer should have valid GST Registration. Copy of GST Certificate to be submitted.

- c) The Tenderer should not have been black listed by any State or Central Government in India as on date. An undertaking must be submitted in support of the same.
- d) The Tenderer should have full-fledged permanent office in Chennai. The Tenderer should furnish Chennai Office Address (or) the Tenderer should give an undertaking to setup office at Chennai within 15 days from the date of issue of Letter of Award, if selected.

Only those proposals that qualify the Eligibility Criteria will be considered for the next stage of evaluation.

3.1.1 Evaluation of Technical Proposal

It is a two-stage evaluation procedure. The Technical Proposal will be evaluated on the basis of Tenderer's experience, its understanding of Terms of Reference (TOR), proposed methodology and Work Plan, and the experience of Tenderer's Team. Only those Tenderers whose Technical Proposals score **70 points or more out of 100** shall be considered for evaluation of the Financial Proposal.

The scoring criteria to be used for evaluation shall be as follows:

- a. Tenderer's experience : 75 points

SL.NO	Evaluation parameter	Max Marks	Scoring criteria	Score
1.	The bidder as consultant firm/Joint Venture/Consortium/individual should be registered with appropriate authority and in operation in India for at least 5 years. Copy of the registration certificate should be furnished.	15	Operation 10 yrs and above	15
			Operation 6 to 9 yrs	13
			Operation minimum 5 yrs	10
2.	The Individual consultant or consultant engaged by the bidder as consultant firm/ JV/Consortium for the project for this purpose shall possess basic degree in pharmacy Biotechnology from a recognized university with minimum of 10 yrs exposure in handling pharma projects	15	Experience 15 years and above	15
			Experience 10-15 years	13
			Minimum experience of 10 years	10
3	The bidder as Consultant firm / individual Consultant/ JV/ Consortium should have atleast 3 Good Performance Record with certificate of completion or letter of appreciation from 3 pharma/biotech projects in the last 5 years.	15	10 projects and above	15
			4-9 projects	13

			Minimum 3 projects	10
4	The bidder as Consultant firm / individual Consultant/ JV/ Consortium shall possess hands on experience and capability to handle turn key projects from concept designing i.e. (Preparation of Layouts, Technical Specification) to the process validation and commercial production on single responsible basis. Score will be based on the number of projects completed and experience in designing and establishment of biosafety labs level 3 or level 4	10	10 projects and above	10
			5-9 projects	7
			Less than 5 projects	5
5	The bidder as Consultant firm / individual Consultant/ JV/ Consortium shall possess experience in testing, commissioning and getting the project validated by the statutory requirements, for similar projects in Government/Private Sector at National and International Level.	5	Both National & International Projects	5
			Only National Projects	3
			If two or more firms having both national and International project scoring can be given according to the no. of projects completed.	
6	The firm / individual/ the lead member of JV/Consortium should have annual turnover of Rs. 20 lakhs in any of the last 3 Financial / Accounting years 2017 -2018, 2018 - 2019, and 2019 - 2020.	10	Rs. 51 lakhs and above	10
			Rs. 21 lakhs to Rs. 50 lakhs	7
			Minimum of Rs. 20 lakhs	5
7	The firm / individual/ the lead member of JV/Consortium should have financial strength with fixed asset of atleast Rs.20.00 Lakhs and movable asset of atleast Rs.20 Lakhs supported by a CA certificate.	5	Rs. 51 lakhs and above	5
			Rs. 21 lakhs to Rs. 50 lakhs	3
			Minimum of Rs. 20 lakhs	2

b. Proposed Work plan and Objective :- 25 points

SINo	Evaluation parameter	Max Marks	Scoring criteria
1	Understanding of TOR, Technical approach and methodology – Understanding of objectives, Scope Technical approach and Methodology.	15	Subjective
2	Work plan - Plan for implementation of main activities/task of the assignment, their content and Duration, Phasing & Interrelations, milestones Tentative delivery of reports	10	Subjective

4 Language of the Proposal

The Proposal prepared by the Tenderer as well as all correspondences and documents relating to the Proposal shall be in English language only. If the supporting documents are in a language other than English and Tamil, the notarized translated English version of the documents should also be enclosed. Proposal received without such translation copy will be summarily rejected.

5 Availability of RFP Documents

- a) RFP document can be downloaded from www.tenders.tn.gov.in/ www.tnmsc.tn.gov.in at free of cost. For the downloaded tender document, the Tenderer should give a declaration for not having tampered the Tender document downloaded (as per Annexure IX).

6 Pre-Bid Meeting

Pre-bid meeting will be held at **11.00 AM** on 12.04.2022 in the Office of Tamilnadu Medical services Corporation Limited, No.417, Patheon Road, Egmore, Chennai-8 during which the prospective tenderers can get clarifications about the tender. The Tenderers shall send their queries in writing to equipment.tnmsc@tn.gov.in at least one day prior to the pre-bid meeting date. Non-attending of pre-bid meeting is not a disqualification.

7 Clarification on the RFP Document

Any discrepancies, omissions, ambiguities or conflicts in the tender document or any doubts as to their meaning and any request for clarification may be sent in writing to “The General manager (Equip), Tamilnadu Medical services Corporation Limited, No.417, Patheon Road, Egmore, Chennai-8” or through e-mail to equipment.tnmsc@tn.gov.in. The queries will be reviewed and corrigendum will be uploaded on www.tenders.tn.gov.in

[/www.tnmsc.tn.gov.in](http://www.tnmsc.tn.gov.in). Request for clarification should be brought to the notice of the tender inviting authority, in writing, before 48 hours of the submission of the tender.

8 Amendment of the RFP Document

TNMSC whether on its own initiative or as a result of a query, suggestion or comment of an Tenderer, may modify the tender document by issuing an addendum or a corrigendum at any time before the opening of the tender. Any such addendum or corrigendum will be communicated through mail to all the Tenderers who had purchased the tender documents and also will be uploaded on www.tenders.tn.gov.in / www.tnmsc.tn.gov.in and the same will be binding on all Tenderers, as the case may be. Any addendum or amendment will form part and parcel of the tender document.

9 Authorization of the Tenderer

The Proposal should be signed and sealed on each page by the Tenderer or by the person who is duly authorized for the same by the Tenderer. A Power of Attorney indicating the Authorized Signatory would be required in case the signing authority is not Director/Partner on the Board of Directors/ Firm of the Tenderer.

10 Submission of the Proposal in Two Cover System

- (a) Every page of the terms and conditions of the RFP document including amendment/addendum should be signed and sealed in token of having accepted the RFP conditions, failing which the proposal will be rejected summarily.
- (b) Proposals should be submitted in two parts:

Part I

- Technical Proposal (to contain document in support of Eligibility and Technical Evaluation) with all relevant forms as given in the Annexure-XIII

Part II

- Financial Proposal (to contain the financial quote in lumpsum)

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- (c) Tenders should ensure submission of all documents along with Part-I and Part II as per the Check list given in Annexure -XIII.
- (d) Tenderers are requested to submit Part I and Part II in a two different sealed cover superscripting as Part I and Part II respectively. These two covers namely Part I and Part II must be placed in a separate sealed cover superscripted as **“RFP for the Selection of Consultants to provide Technical Services for detailed assessment and recommendation of Anti Snake Venom Serum Production (ASVS) facility as per cGMP compliance & feasibility of converting the existing set up as GLP , NABL Compliant Virology BSL 3 /4 lab at KIPM & R Campus, Guindy, Chennai – 32”** addressed to “The General manager (Equip), Tamilnadu Medical services Corporation Limited, No.417, Patheon Road, Egmore, Chennai-8”, containing the name and address of the Tenderer. **Proposals submitted with unsealed cover would summarily be rejected.**
- (e) The bids should be dropped only in the tender box kept at “TNMSC Ltd., No.417, Patheon Road, Egmore, Chennai-8” on or before **11.00 AM of 22.04.2022**. Proposals will not be received by hand.
- (f) Alternatively, the tenders can be submitted through registered post so as to reach the above address on or before **11.00 AM of 22.04.2022**. Tenders received after the specified time will not be considered and TNMSC will not be liable or responsible for any postal delays.
- (g) A proposal once submitted shall not be permitted to be altered or amended.

11 Earnest Money Deposit

- a) The Proposal should be accompanied by an Earnest Money Deposit (EMD) to the value of **INR 50,000/-** in the form of a Banker's cheque, or demand draft obtained from any scheduled bank in favour of Tamil Nadu Medical Services Corporation Limited, payable at Chennai. The validity of the Demand Draft/Banker's Cheque furnished for Bid Security should not be less than 15 days. The EMD in any other form will not be accepted.
- b) Unsuccessful bidders EMD will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the Purchaser.
- c) The successful bidder's EMD will be discharged upon the bidders signing the contract
- d) Any request of the Tenderer, under any circumstances claiming exemption from payment of EMD will be rejected and their price offer will not be opened.
- e) The amount remitted towards EMD is liable to be forfeited in case the Tenderer fails to execute the contract after submission of the proposal or after acceptance of the offer by TNMSC or fail to sign the Agreement or to remit the Security Deposit.

12 Validity of the Proposal

The Proposal shall be valid for a period of not less than 90 days from the Proposal Due Date(the “PDD”) or for the period that may be mutually extended but not exceeding 180 days.

13 Opening and Evaluation of the Proposal

- (a) The proposals received up to **11.00 AM** as per the office clock on **22.04.2022** will be taken up for opening. Proposals received after specified date and time will not be accepted. Only the Technical Proposal (Part I) will be opened by the General Manager(Equip) or by the Person/Committee authorized by him at **12.00 Noon** on the same day in the presence of the available Tenderers/ representatives of the Tenderers who choose to be present. The Technical Proposal shall be verified as to contains all the necessary forms along with the EMD.
- (b) If the date fixed for receipt of the proposal happens to be a Government holiday, the sealed tenders will be received up to 11.00 AM on the next working day and opened at 12.00 Noon on the same day.
- (c) The Technical proposal will be evaluated by authorized team and the bidder is liable for disqualification if in case documents furnished or not meeting the qualification criteria prescribed to the satisfaction of the team.
- (d) TNMSC will verify the credentials/ supporting documents, etc., submitted by the tenderers with the concerned departments before opening of Part II cover and in case if any discrepancy is found, their Tenderer will be rejected, and their Part-II Cover will not be opened.
- (e) Any adverse/not satisfactory remarks on the performance of previous works will entail disqualification of the tender.
- (f) The Tenderers declared as technically qualified by the Committee, will be informed the date of opening of Part II (Price bid).

14 Price Offer

- (a) The Price bid should be kept only in the Part II cover.
- (b) The price bid should be prepared as per Annexure-XII.
- (c) GST should be quoted separately as per the price bid format.
- (d) The fee quoted should be inclusive of travel, boarding, lodging and other incidentals in connection with the completion of the assignment. There shall be no out of pocket expenses in addition to the fee quoted shall be borne by TNMSC.
- (e) The price should be neatly and legibly written both in figures and words.

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- (f) In case of discrepancy between the fee quoted in words and figures, lowest of the two shall be considered.
 - (g) Part-II bid should not contain any counter offer or commercial conditions. Variation in the commercial terms and conditions of the tender will not be accepted.
 - (h) The contract is for a period of **4 weeks** from the date of signing of the agreement.

15 Evaluation of the Financial Proposal

- a) The Financial Proposal will be evaluated in accordance with Tamil Nadu Tender Transparency Rules 2000 as amended from time to time.
- b) The evaluation shall include State Goods & Service Tax (SGST), Central Goods & Service Tax (CGST) and Integrated Goods & Service Tax (IGST) and other applicable duties / levies.
- c) Each Financial Proposal will be assigned a Financial Score (SF). For financial evaluation, the total cost indicated in the Financial Proposal, will be considered.
- d) The Authority will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the Consultant to be compensated and the liability to fulfill its obligations as per the TOR within the total quoted price shall be that of the Consultant. The lowest Financial Proposal (FM) will be given a financial score (SF) of 100 points. The financial scores of other proposals will be computed as follows:

$$SF = 100 \times FM/F$$

(F = amount of Financial Proposal)

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- e) Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:

$$S = ST \times Tw + SF \times Fw$$

Whereas, S is the combined score, and Tw and Fw are weights assigned to Technical Proposal (80% weightage) and Financial Proposal (20% weightage) that shall be 0.80 and 0.20 respectively.

- f) The Selected Tenderer (R1) shall be the Tender having the highest combined score. The second highest Tenderer (R2) shall be kept in reserve and may be invited in its discretion for negotiations in case the first-ranked Tender withdraws or fails to comply with the requirements stated in this document.

16 Special cases

- In the event of more than one Tenderer scoring the highest marks (S); TNMSC shall consider the Highest Technical Score for ranking the Tenderers
- If two or more Tenderers score same marks for SF and ST, then the Tenderer will be chosen as per the provisions of Tamilnadu Transparency in Tenders Act and Rules. In this regard the decision of Tender Accepting Authority is final.

17 Award of Contract

- a) The Selected Tenderer may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal but will be for re-confirming the obligations of the Consultant under this RFP. Issues such as understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations.
- b) The Contract will be awarded after successful negotiations, with the selected Tenderer. Upon successful completion, the Client will promptly inform the other Tenderer that their proposals have not been selected.
- c) Upon finalization of Selected Tenderer, TNMSC will issue the Letter of Award. The successful tenderer shall communicate his acceptance of the Letter of Award within 2 working days from the date of issue of Letter of Award.

18 Security Deposit

- a) On receipt of the Letter of Award from TNMSC, the successful Tenderer should remit a Security Deposit (SD) of 5% of the contract value in the form of a Demand Draft or Bank Guarantee in favour of "Tamilnadu Medical Services Corporation Limited", payable at Chennai within 7 (Seven) working days from the date of receipt of letter of award. The Validity of the Security Deposit shall be till a period of 60 days beyond the completion of the services by the Tenderer.

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- b) The EMD shall be returned to the successful Tenderer when the Tender furnishes the Security deposit and signs the Agreement.
 - c) If the Security Deposit amount is not paid within the time specified, the EMD remitted by the Tenderer shall be forfeited, besides cancelling the communication of award of the Tender.
 - d) Security Deposit amount remitted will not earn any interest.

19 Service Level Agreement

The successful Tenderer should execute a Service Level Agreement (SLA) as may be drawn up to suit the conditions on a non-judicial stamp paper of value, as prescribed in law on the date of remittance of Security Deposit and shall pay for all stamps and legal expenses incidental thereto. In the event of failure to execute the agreement, within the time prescribed, the EMD/SD amount remitted by the Tenderer will be forfeited besides cancellation of the Tender.

20 Project Deliverables, Timeline & Payment Terms

The deliverables should include the reports for the study conducted. Each deliverable shall be produced in 3 sets.

S. No	Deliverable	Timeline for the deliverable	Fee schedule
1.	On submission and approval of Inception Report	Inception Report to be submitted within one week from the date of Letter of Award	10% of the total fees
2.	On submission and approval of the Draft Report	Draft Report to be submitted within 2 weeks from the date of approval of inception report.	40% of the total fees
3.	On submission and approval of Final Report	Final report to be submitted within one week from the approval of Draft report	50% of the total fees

21 Force Majeure

- a) The successful Tenderer shall not be liable for penalty or termination for default if and to the extent that it's delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

-
- b) For purposes of this clause, “Force Majeure” means an event beyond the control of the tenderer and not involving the successful Tenderer’s fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of the TNMSC in its capacity as a buyer, wars or revolutions, terrorist attacks, fires, floods, epidemics, quarantine restrictions and freight embargoes.
 - c) If a Force Majeure situation arises, the Tenderer shall promptly notify the TNMSC in writing of such condition and the cause thereof. Unless otherwise directed by the TNMSC in writing, the tenderer shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

22 Penalty

If the successful Tenderer fails in the due performance of his contract within the time fixed by the TNMSC or any extension thereof, the successful Tenderer shall be liable to pay penalty for the delay in delivery of report at the rate of 0.5% of the Agreement cost per week subject to the maximum of 10% of the Agreement cost.

23 Termination of Contract

TNMSC reserves right to terminate of the contract at any time during the validity period on account of non-fulfillment of contract on any count. This will be in addition to TNMSCs right to allot the contract to another tenderer at the risk and cost of the successful Tenderer.

24 General Conditions

- (a) Conditional proposal in any form will not be accepted.
- (b) TNMSC reserves the right to relax or waive or amend any of the RFP conditions.
- (c) The right of final acceptance of the proposal is entirely vested with TNMSC and reserves the right to accept or reject any or all the Tenders in part or in totality or to negotiate or to withdraw/ cancel/ modify this proposal without assigning any reason whatsoever.
- (d) After acceptance of the proposal by TNMSC, the Tenderer will have no right to withdraw his proposal.
- (e) The successful Tenderer shall not directly or indirectly transfer, assign or sublet the contract or any part, share or interest therein nor shall take a new partner without written consent of TNMSC provided nevertheless any such consent shall not relieve the Tenderer from any obligation, duty or responsibility under the contract.
- (f) Any notice regarding any problems, to the Tenderer shall be deemed to be sufficiently served, if given in writing at his usual or last known place of business.

-
- (g) In the course of discussion and instruction TNMSC may disclose information of confidential and proprietary nature, knowhow, to the Tenderer. Such information shall be considered as confidential.

25 Arbitration

- (a) In case of any dispute in the proposal, including interpretation if any on the clauses of the bid or the agreement to be executed, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act 1996 the Arbitral Tribunal shall consist of 3 Arbitrator, one each to be nominated by the Purchaser and the supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two Arbitrator appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the Arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the President of Institute of Engineers (India).
- (b) The venue of the Arbitration shall be at the Head office of TNMSC Ltd., Chennai. The decision of the Arbitrator shall be final and binding on both the parties to the Arbitration.
- (c) The Arbitrator may with the mutual consent of the parties, extend the time for making the award. The award to be passed by the Arbitrator is enforceable in the Court at Chennai city only.

26 Jurisdiction of the Court

Any dispute arising out of non-fulfillment of any of the terms and conditions of Service Level Agreement (SLA) signed by the Successful Tenderer or any other dispute arising out of the arbitration award will be subject to the jurisdiction of the Courts in the City of Chennai only.

27 Terms of Reference

27.1 Objective :

The main objective of the study is given below:-

1. Look at the amount invested and outputs committed which have not been realized.
2. Was the gap financial or earlier sanction incomplete, if so with cost break up.
3. O&M and animal maintenance cost analysis for ASVS production and to justify the cost against market price.
4. Issues related to ASVS production in India.
5. Recommendation to put the existing facility for better use. As BSL 3 or BSL 4 for virology high bio security test handling.
6. Cost benefit analysis for each.
7. Full examination of earlier proposals on this Issue

27.2 Broad Scope of Work :

-
1. Complete Conceptual design and preparation of detailed layouts covering civil, Mechanical, Electrical, Electronics and control system of the entire project as per required standards for Both ASVS Production & BSL Virology Lab Set up.
 2. Getting approval of the design, layout and performance, parameters, safety provision and control system from the end user departments.
 3. Assisting and rendering necessary advice to the department / TNMSC in floating the tenders, evaluation of Technical and Commercial Bids and in finalization of the responsive and reasonable bidders for execution of the project as per the terms of the tenders.
 4. Periodic inspection of the construction activity at identified key stages to ensure adherence to the terms of the tender and the statutory requirements.
 5. Assisting and rendering necessary advice to the department during the inspection by the statutory authority for approval of the project and at all stages of progress and as and when required including the stages of the testing and commissioning.
 6. Assisting and rendering necessary advice for Machineries and critical utility system qualification, process validation (Media Fill Run) and 3 consecutive releases of ASVS batches.

27.3 General Information

1. Existing facility is not functional at present.
2. Utilities like HVAC, Air shower, Genset installed and being run in maintenance mode.
3. The total area is around 20,000 sq.ft ground and first floor
4. Building was constructed in the year 2017.
5. Layout will be provided to the successful bidder

27.4 Deliverables

All the documents as per the deliverables (Draft Report and Final Report) should be submitted both in hard copies 2 Sets and in soft copies (in PDF).

SIGNATURE OF THE TENDERER:

DATE:

NAME IN BLOCK LETTERS:

DESIGNATION:

ADDRESS:

ANNEXURES

Annexure I - Technical Proposal Covering Letter

Date: _____

From,

Name :

Address :

Ph :

Fax :

E-mail :

To,

The General Manager (Equipment),

Tamilnadu Medical Services Corporation

No. 417, Pantheon Road, Egmore

Chennai-600008

Sir,

Sub: Request for proposal for **“RFP for Selection of Consultant for providing Technical Services for detailed assessment and recommendation of Anti Snake Venom Serum Production (ASVS) facility as per cGMP compliance & feasibility of converting the existing set up as GLP , NABL Compliant Virology BSL 3 /4 lab at KIPM & R Campus, Guindy, Chennai – 32”** -- Submission of Technical Proposal –Reg.

Ref: Your Tender Notice Dt.

With reference to your tender notice, we submit herewith our sealed tender for the **“RFP for Selection of Consultant for providing Technical Services for detailed assessment and recommendation of Anti Snake Venom Serum Production (ASVS) facility as per cGMP compliance & feasibility of converting the existing set up as GLP , NABL Compliant Virology BSL 3 /4 lab at KIPM & R Campus, Guindy, Chennai – 32”**.

We enclose the following documents:

- 1) RFP Document duly signed in each page and en/closed with Technical Proposal in token of accepting the Tender conditions.
- 2) Demand Drafts in favour of “TNMSC Limited, Chennai” towards EMD of Rs. 50,000/-

-
- 3) Authorization letter/ Power of Attorney from the Tender for the person to sign the proposal.
 - 4) Details of the Tenderer (as /per Annexure-II)
 - 5) The copy of certificate of incorporation/registration and copy of Memorandum and Articles of Association.
 - 6) Copy of Registration Certificate (Form-C), in case of Partnership Firm.
 - 7) Copy of PAN allotment Certificate/ PANCARD issued by Income Tax Department in case of Indian Company.
 - 8) Copy of GST Registration certificate.
 - 9) The Auditor Certified Turnover statement with Annual Report / certified copies of Balance Sheet, Profit & Loss statement for the last 3 consecutive financial years i.e. 2018-19, 2019-20 and 2020-21.
 - 10) Form for Technical Eligibility as per Annexure – IV (a)
 - 11) Relevant experience of the Consultant Firm/Individual Consultant as per Annexure-IV(b)
 - 12) Approach work plan and methodology as per Annexure - V
 - 13) CVs of the personnel to be deployed as per Annexure - VI
 - 14) Team composition and tasks assigned as per Annexure – VII
 - 15) Declaration for not having black listed either by TNMSC or by any other Govt. agencies as on date (as per Annexure-VIII).
 - 16) Declaration for not having tampered the RFP documents downloaded from the website www.tenders.tn.gov.in/www.tnmsc.tn.gov.in (Annexure-IX).
 - 17) Notarized translated English version of the documents in a language other than English/Tamil, if any.

Yours faithfully,

SIGNATURE OF THE TENDERER

Encl: As stated above

Annexure II - Details of the Tenderer

Sl.No.	Particulars	Description/Details
A	Name of Tenderer	
B	Contact Details	
	Registered Office Address	
	Telephone No.	
	Fax	
	Email	
	Website	
C	Incorporation Details	
	Incorporation Number	
	Date of Incorporation	
	Authority	
D	Name of Authorized Signatory	
	Position	
	Telephone	
	Fax	
	Mobile	
	Email	
E	Number & Address of Offices	
	In Chennai	
	Outside Chennai	

Annexure III – Annual Turnover Certificate

ANNUAL TURN OVER CERTIFICATE

The Annual turnover of M/sfor the past three years are given below and certified that the statement is true and correct.

Sl.No.	Year	Turnover (Rs. in lakhs)
1)	2018-2019	
2)	2019-2020	
3)	2020-2021	
	Total	
Average annual turnover		

Note: Annual Turnover in each of the three consecutive financial years will be considered i.e. F.Y. 2018-19, F.Y. 2019-20 and F.Y. 2020-21

DATE :

SIGNATURE OF THE TENDERER

SIGNATURE OF CHARTERED ACCOUNTANT

(With seal and Address)

Annexure IV (a) - Format for Consultant Firm's / Individual Consultant's Technical Eligibility

#	Project Details	Relevant Sector	Consultancy Assignment Duration	Remarks, if any
1.	[Client : Type of Assignment : Project cost Involved :]		[Start : mm/yy End : mm/yy]	
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

SIGNATURE OF THE TENDERER

Annexure IV (b) – Format for Consultant Firm’s / Individual Consultant’s Relevant Experience for Technical Evaluation

Relevant Services Carried Out that Best Illustrate Qualifications

S. No.	Name of the client	Relevant Sector	Approximate value of project cost (in Rs Crores)	Brief Details of scope of Work/nature of assignment	Year

Annexure V – Description of Approach, Methodology & Workplan

DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN

(Understanding of Project)

- a) Understanding of TOR, Technical Approach and Methodology
- b) Work Plan

Understanding of TOR, Technical Approach and Methodology: The Tenderer should explain the understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities to obtain the expected output and the degree of detail of such output. The Tenderer should highlight the problems to be addressed along with their importance and explain the technical approach the Tender would adopt to address them. The Tenderer should also explain the proposed methodologies to adopt and highlight the compatibility of those methodologies with the proposed approach.

Work Plan: The Tenderer should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client) and delivery dates of the reports. The proposed work plan **should be in the form of bar chart** and consistent with the technical approach and methodology, showing understanding of the scope of work and ability to translate them into a feasible working plan. A list of the final documents, including reports, presentations, data, etc. to be delivered as outputs, should be included here.

Note: Clear articulation, description and Extent of compliance to technical requirements specified in the scope of work to be submitted along with Strength of the Tender to provide services including examples or case studies of similar solutions deployed for other clients.

Annexure VI – Curriculum Vitae for Key Personnel

Curriculum Vitae for proposed Professional Staff

Sl. No.	Details	
1.	Proposed Position [only one candidate shall be nominated for each position Expert]	
2.	Name of Staff [Insert full name]	
3.	Date of Birth	
4.	Nationality	
5.	Education[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained and dates of obtainment]	
6.	Total No. of years of experience	
7.	Total No. of years with the firm	
8.	Areas of expertise and no. of years of experience in this area (as required for the Profile - mandatory)	
9.	Certifications and Trainings attended	
10.	Details of Involvement in Projects (only if involved in the same):	
11.	Membership of Professional Associations	
12.	Employment Record [Starting with present position list in reverse order, giving for each employment (see format here below): dates of employment, name of employing organization, positions held]	
	From :	To:
	Employer :	
	Position(s) Held :	
13.	Work Undertaken That Best Illustrates Capability to Handle the Tasks Assigned	
14.	Name of the Assignment :	
15.	Year :	
16.	Location :	
17.	Main Project Features :	
18.	Positions Held :	
19.	Activities Performed :	

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, from the assignment if engaged.

_____ Date: _____

[Signature of staff member or authorized representative of the staff]Day/Month/Year

Annexure VII – Team composition and Tasks Assigned

TEAM COMPOSITION AND TASK ASSIGNED

Resource Category	Name of Staff with qualification & experience	Area of Expertise	Position Assigned	Tasks Assigned as part of the current assignment
Team Leader				
Team Member				

SIGNATURE OF THE TENDERER

Annexure VIII – Certificate

CERTIFICATE

Date: _____

Certified that M/s...../ the firm /company or its partners / shareholders have not been black listed by TNMSC or by any other Government Agencies in India as on date.

SIGNATURE OF THE TENDERER

(with seal and address)

Annexure IX – Declaration

Declaration Form

Date: _____

a) I/We having our office at do declare that I/We have carefully read all the conditions of tender sent to me/us by TNMSC, for the tenders floated vide tender ref.no. _____ for the “ _____ ”

b) I/We have downloaded the tender document from the internet site www.tenders.tn.gov.in, www.tnmsc.tn.gov.in and I / We have not tampered / modified the tender document in any manner. In case, if the same is found to be tampered / modified, I/ We understand that my/our tender will be summarily rejected, and full Earnest Money Deposit will be forfeited and I /We am/are liable to be banned from doing business with TNMSC or prosecuted.

SIGNATURE OF THE TENDERER
(WITH SEAL AND ADDRESS)

Annexure X – Format for Clarification on Tender Document

TENDERER'S REQUEST FOR CLARIFICATION			
Name and Address of the Organization submitting request		Name and Position of Person submitting request	Contact Details of The Organization / Authorized Representative
			Tel: xxxxxxxxxxxx
			Fax: xxxxxxxxxxxx
			Email:<email id>
Sl. No.	Reference(s) (Section, Page)	Content of Tender requiring Clarification	Points of clarification required
1			
2			
3			

**SIGNATURE OF THE TENDERER
(WITH SEAL AND ADDRESS)**

Annexure XI – Financial Proposal

FINANCIAL PROPOSAL

From,

Name :

Address :

Ph :

Fax :

E-mail :

To,

The General Manager (Equipment).

Tamilnadu Medical Services Corporation Limited

No. 417, Pantheon Road, Egmore

Chennai - 8

Sir,

Sub: Request for proposal for **“RFP for Selection of Consultant for providing Technical Services for detailed assessment and recommendation of Anti Snake Venom Serum Production (ASVS) facility as per cGMP compliance & feasibility of converting the existing set up as GLP , NABL Compliant Virology BSL 3 /4 lab at KIPM & R Campus, Guindy, Chennai – 32”** -- Submission of Technical Proposal –Reg.

Ref:- Our Technical Proposal submitted for the above mentioned tender.

In continuation of our above Technical Proposal, we submit herewith the Financial Proposal for Request for Proposal for **“Selection of Consultant for providing Technical Services for detailed assessment and recommendation of Anti Snake Venom Serum Production (ASVS) facility as per cGMP compliance & feasibility of converting the existing set up as GLP , NABL Compliant Virology BSL 3 /4 lab at KIPM & R Campus, Guindy, Chennai – 32”** as specified in this RFP document. We agree to abide by the terms and conditions stipulated by TNMSC and also agree to complete the entire contract, at the fees quoted by us. The fee quoted and approved by TNMSC in this proposal will hold good as per RFP conditions.

Yours faithfully,

SIGNATURE OF THE TENDERER

Annexure XII - Price Bid (Lumpsum)

Name of Work : Request for proposal for Selection of Consultant for providing Technical Services for detailed assessment and recommendation of Anti Snake Venom Serum Production (ASVS) facility as per cGMP compliance & feasibility of converting the existing set up as GLP , NABL Compliant Virology BSL 3 /4 lab at KIPM & R Campus, Guindy, Chennai –

Financial Proposal

Description	Total fees (INR)	GST% with HSN Code	Total (inclusive of all taxes in INR)
Preparation of detailed report for detailed assessment and recommendation of Anti Snake Venom Serum Production (ASVS) facility as per cGMP compliance & feasibility of converting the existing set up as GLP , NABL Compliant Virology BSL 3 /4 lab at KIPM & R Campus, Guindy, Chennai- Lump sum fee for providing services including out of pocket expenses and all other expenses.			

(Amount in Words Rupees
.....
.....)

Declaration

We have reviewed all the terms and conditions of the Tender document and would undertake to abide by all the terms and conditions contained therein.

I / We hereby declare that there are, and shall be, no deviations from the stated terms in the Tender Document.

Signature of Tenderer with Company seal.

Note:

1. The rate shall be quoted as per the above format. Taxes should be indicated separately.
2. The rates shall be quoted in figure and words.
3. Conditional tenders will not be accepted, and value once fixed shall be valid for the entire period of the contract.
4. In case of discrepancy in the bid quoted between figures and words, the lowest will prevail.

Annexure XIII – Checklist of Documents

CHECKLIST OF DOCUMENTS

Documents to be enclosed in Part-I:

Sl. No.	Checklist	Enclosed (Yes/No)	Reference in the Bid (Page No.)
1.	A covering letter on letter head of Tenderer addressed to The General Manager (Equip) (as per Annexure-I)		
2.	RFP document duly signed in each page and enclosed in token of accepting the RFP conditions.		
3.	Demand Drafts in favour of “TNMSC Limited, Chennai” towards EMD.		
4.	Authorization letter/ Power of Attorney from the Tenderer for the person to sign the proposal.		
5.	Details of the Tenderer (as per Annexure-II)		
6.	The copy of certificate of incorporation/ registration.		
7.	Copy of Registrar Certificate in case of Partnership Firm.		
8.	Copy of PAN allotment Certificate/ PAN CARD issued by Income Tax Department in case of Indian Company		
9.	Copy of GST Registration certificate.		
10.	The Auditor certified Turnover statement along with Annual Report / certified copies of Balance Sheet, Profit & Loss statement for the last 3 consecutive financial years		
11.	Form for Technical Eligibility as per Annexure IV (a)		

Sl. No.	Checklist	Enclosed (Yes/No)	Reference in the Bid (Page No.)
12.	Relevant experience of the Consultant firm/Individual Consultant as per Annexure IV (b)		
13.	Work Orders /Completion Certificates in support of Qualification criteria		
14.	Approach work plan and methodology as per Annexure V		
15.	CVs of the personnel to be deployed as per Annexure – VI		
16.	Team composition and tasks assigned as per Annexure – VII		
17.	Declaration for not having black listed either by TNMSC or by any other govt. agencies as on date (as per Annexure-VIII).		
18.	Declaration for not having tampered the Tender documents downloaded from the website www.tenders.tn.gov.in/www.tnmsc.tn.gov.in (as per Annexure-IX).		
19.	Notarized translated English version of the documents in a language other than English/Tamil, if any.		

Documents to be enclosed in Part-II

Sl. No.	Checklist	Enclosed (Yes/No)
1.	A covering letter on the letter head addressed to The General manager (Equip), TNMSC Ltd.,(as per Annexure-XI)	
2.	Price Bid as per Annexure-XII of the Tender document	
3.	Declaration as per format given above	

Note: Tenders submitted in unsealed cover would summarily be rejected.

SIGNATURE OF THE TENDERER