



Kerala State  
Industrial Development  
Corporation Ltd.

T.C. XI/266, Keston Road, Kowdiar,  
Thiruvananthapuram - 695003  
Tel: 0471-2318922, Fax: 0471-2315892

**INVITATION OF EXPRESSION OF INTEREST**

**(Request for Qualification)**

**FOR**

**SETTING UP OF ADVANCED VACCINE PRODUCTION CENTRE &  
ALLIED RESEARCH & DEVELOPMENT FACILITIES**

**RFQ No : KSIDC/TVM/LSP/3487/2021/RFQ 2**

**Date : 25.10.2021**

**DISCLAIMER**

The information contained in this Request for Qualification document (the “RFQ”) or subsequently being provided to Bidder(s), in the documentary form by or on behalf of KSIDC or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFQ and such other terms and conditions subject to which such information is provided.

This RFQ is not an agreement and is neither an offer by the Authority to the prospective Bidders or any other person. The purpose of this RFQ is to provide interested parties with information that may be useful to them in making their financial offers pursuant to this RFQ. This RFQ includes statements, which reflect various assumptions and assessments arrived at by KSIDC in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFQ may not be appropriate for all persons, and it is not possible for KSIDC, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFQ. The assumptions, assessments, statements and information contained in the Bidding Documents, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFQ and obtain independent advice from appropriate sources.

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

KSIDC, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFQ or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFQ and any assessment, assumption, statement or information contained therein or deemed to form part of this RFQ or arising in any way for participation in this Bid Process. KSIDC also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFQ.

KSIDC may, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFQ. The issue of this RFQ does not imply that the KSIDC is bound to select a Bidder or to appoint the Selected Bidder or Anchor Industry, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or

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

## **REQUEST FOR QUALIFICATION DOCUMENT**

Section A : Invitation of Expression of Interest

Section B : Project Details & Scope of the Project

Section C : Submission of Proposal

Section D : Special Package For Anchor Industries

**SECTION A – INVITATION OF EXPRESSION OF INTEREST**

## SECTION A

### INVITATION OF EXPRESSION OF INTEREST

#### **1. Introduction**

- 1.1. The State of Kerala has always been in the forefront, bringing on universal education and implementing universal health care program, thereby attaining higher status in human development indices and sustainability goals. The State's human resource excels in every field and they have grabbed opportunities in several countries of the world, because of the competent higher education facilities in the state and also because of their zeal to explore new avenues of the knowledge economy.
- 1.2. Kerala was particularly vulnerable to new emerging and re-emerging viral infections during the recent decades. The state has been severely affected with the viral infections like Dengue fever, Hepatitis, mumps, measles, Kyasanur Forest Disease, H1N1, Nipah fever, AIDS, Rabies etc at various points of time. Currently, the COVID 19 pandemic has also affected the state significantly. The State's population need to be protected from these viral infections and this has created an additional need for convenient, effective, and cost-sensitive vaccines to cater to the population.
- 1.3. Bio 360 Life sciences park which is a cluster of research institutions, sci-tech academia and companies working in the field of biotechnology, nanotechnology and life sciences. The campus is spread over 198 acres, developed in 2 phases, beside of the National High way 66, closely accessible from the International Airport, Railway Station and Sea Port. The Institute for Advanced Virology, a global centre for high end virology research has clinical virology and viral diagnostics divisions functioning in the Life Sciences Park Campus. It has come up as a prominent institute among the very few functioning dedicated virology research institutes in the country, with state-of-the-art facilities.
- 1.4. The Government of Kerala proposes to develop a hub of Advanced Vaccine Manufacturing Units with allied Research & Development facility inside the Life Sciences Park Campus in the city of Thiruvananthapuram.

#### **2. Invitation for Proposal**

- 2.1. Kerala State Industrial Development Corporation Ltd. (KSIDC), on behalf of Department of Science and Technology, Government of Kerala (GoK), invites Expression of Interest from eligible vaccine/ bio-pharmaceutical/ pharmaceutical manufacturing firms, who fulfil the Minimum Eligibility criteria as stipulated in this RFQ document to be the **Anchor Industries** for the Development of **“Advanced Vaccine Manufacturing Units” inside the Life Sciences Park Campus in Thiruvananthapuram district.**

2.2. The RFQ contains information about the Project, Minimum Eligibility Criteria and Project Structure.

**3. MINIMUM ELIGIBILITY CRITERIA**

3.1. The Bidder may be a Single Specified Entity OR a group of entities joined together as a Consortium subject to the conditions specified in clause 4 of this RFQ.

3.2. The bid under this RFQ will be considered only from those bidders who meet minimum eligibility criteria stipulated hereunder. If the bidder is a single specified entity, the stipulated criteria shall be fulfilled by the bidder itself. If the bidder is a consortium or joint venture, the stipulated criteria shall be fulfilled by any member of the consortium.

**3.3. Stipulated Criteria :**

	Stipulated Criteria	Conditions for Consortium	Supporting Document to be submitted
(A)	<b>Technical Capacity:</b>		
	<p>For demonstrating technical capacity and experience (the “Technical Capacity”), the Bidder;</p> <p>(i) shall be a certified Vaccine/Bio-pharmaceutical / Pharmaceutical manufacturer with at least 10 years own continuous manufacturing experience as on 1<sup>st</sup> March 2021 AND has been in operation since the last ten financial years;</p> <p>AND</p> <p>(ii) shall have at least one production facility in India or abroad, which is either certified by WHO/ EMEA/ UKMHRA / US-FDA/ ENVISA. and the relevant production centre must be currently in operation;</p>	<p>At least one member of the consortium (not being an individual)</p>	<p>Copy of Certificate of Registration under relevant Act and certificate by Statutory Auditors to be submitted</p> <p>AND</p> <p>Relevant Proof of existence, operation and capacity of the production facility and its certification must be submitted.</p>
(B)	<b>Financial Capacity:</b>		
	<p>For demonstrating financial capacity (the “Financial Capacity”), the Bidder shall have</p>	<p>At least one member of the consortium shall meet this criterion. (not being an</p>	

	<p>i. An average annual turnover of INR.250 Cr or above during the last three Financial Years (2018-19, 2019-20, 2020-21) and</p> <p>ii. a minimum net worth of Rs. 150 Cr as on 31.03.2021.</p>	<p>individual)</p>	<p>Audited annual report with balance sheet / CA certified turnover sheet should be submitted/ Certificate evidencing Net Worth by the Statutory Auditors to submitted as proof of qualification.</p>
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#### **4. CONDITIONS FOR FORMATION OF CONSORTIUM**

- 4.1. The number of members in a Consortium would be limited to Three.
- 4.2. An individual, resident of India or a foreign resident holding Non-Resident Indian (NRI) / Overseas Citizen of India (OCI)/ Person of Indian Origin (PIO) status, as per Government of India documents may also become a member of the Consortium. However, such individual shall not be considered for evaluation of either Technical Capacity or Financial Capacity requirement of the Bid, though he/she will be counted for the total number of members;
- 4.3. Any member of the Consortium could be appointed as Lead Member of the Consortium. The nomination(s) of Lead Member shall be supported by a Power of Attorney, signed by all the members of the Consortium;
- 4.4. The Bid should contain the information required for each member of the Consortium. Bids submitted without the supporting documents to substantiate their Technical and Financial Capability as specified in clause 3.3 will be summarily rejected;
- 4.5. The Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and / or operation & maintenance obligations;
- 4.6. An individual Bidder cannot at the same time be member of a Consortium applying for qualification. Further, a member of a particular Bidder Consortium cannot be a member of any other Bidder Consortium applying for qualification;
- 4.7. Members of the Consortium shall enter into a binding Joint Bidding Agreement (JBA), for the purpose of submitting Bid and should submit the same along with the Bid. The JBA should be specific to the Project, failing which the Bid shall be considered non-responsive.
- 4.8. Bidder shall be ready for capital investment required for the facilities along with working capital infusion for operationalizing the additional infrastructure, as per the requirement.
- 4.9. The bidder shall submit the details of the vaccines and the target market, which they intend to manufacture at Biotech park utilizing the facilities available.



- 4.10. Along with the EoI, the bidders shall submit documentary evidence of the back-to-back arrangements with vaccine suppliers/manufacturers, technology providers in case they do not have own technology or knowhow for manufacture of Vaccine(s).
- 4.11. Corporate management approval/ Board Resolution for submission of EoI in response to this notification.
- 4.12. The bidder shall submit the willingness to operate the facility with their existing and recruit/engage additional manpower as per the requirement.

## 5. KEY DETAILS

1)	EoI inviting Authority Designation and Address	The Managing Director Kerala State Industrial Development Corporation Limited, T.C. XI/266, Keston Road, Thiruvananthapuram Kerala - 695003, INDIA. Tel: +91 471 2318922
2)	Name of the Public Private Partnership project	(Tender Ref No. KSIDC/TVM/LSP/3487/2021/ RFQ 2) : <b>“Setting up of advanced vaccine manufacturing units &amp; allied R&amp;D facility in LSP, Thonnakkal.</b>
3)	Mode of Tender	e-tender through the Government of Kerala tender portal <a href="https://etenders.kerala.gov.in">https://etenders.kerala.gov.in</a> (Please visit the e-tender portal for technical details of submission of tender through the portal)
4)	Processing Fee	INR 50,000/- (To be submitted through e-tender portal)
5)	Date of start of Tender Document download	25.10.2021 ( <a href="http://www.etenders.kerala.gov.in">www.etenders.kerala.gov.in</a> )
6)	Last date of seeking clarification	08.11.2021
7)	Pre-bid Meeting	10.11.2021 (link will be provided to prospective bidders who submit queries before the last date for seeking clarification)
8)	Response to Pre-bid Queries	15.11.2021
9)	Date of start of Bid upload	19.11.2021 (at <a href="https://etenders.kerala.gov.in">https://etenders.kerala.gov.in</a> )
10)	Last Date and Time of submission of EOI	At 3 PM on 06.12.2021
11)	Date and Time of opening of Proposal	At 3.30 PM on 08.12.2021 at KSIDC Corporate office, Keston Road, Kowdiar, Trivandrum

	Evaluation and Presentation by Bidders	Will be informed later
13	Authority for seeking clarifications	Kerala State Industrial Development Corporation Limited
14	Website from which Tender Documents and any additional information can be downloaded	<a href="https://etenders.kerala.gov.in">https://etenders.kerala.gov.in</a> <a href="http://www.ksidc.org">www.ksidc.org</a>

Note: (a) If the date of submission of tenders happens to be a public holiday, Tenders will be received and opened on the next working day at the same venue and time. Bidders are requested to check the website for regular updates.

Authority will endeavour to adhere to the dates indicated above. However, it reserves the right to effect changes to the above dates, if the need arises. Such change, if any, would be uploaded at website (<https://etenders.kerala.gov.in>) from time to time.

**SECTION B – PROJECT DETAILS & SCOPE OF THE PROJECT**

## SECTION B

### PROJECT DETAILS & SCOPE OF THE PROJECT

#### 6. PROJECT DETAILS

- 6.1. The Government of Kerala proposes to set up a hub of Advanced Vaccine Production Centre comprising of several manufacturing units, with allied Research & Development facility inside the Life Sciences Park Campus in city of Thiruvananthapuram. This RFQ is issued for inviting Expression of Interest from interested entities or group of entities to be the **Anchor Industries to set up Advanced Vaccine Manufacturing Units inside the Life Sciences Park Campus in Thiruvananthapuram district as detailed in this RFQ.**
- 6.2. State Government has earmarked about 20 acres of land within the Life Science Park Phase 1 Campus for the setting up of advanced vaccine manufacturing units and allied research and development facilities. The selected entity / entities shall develop and operate vaccine production centres using any technology of their choice and in compliance to the standards stipulated concerned regulating agencies / Departments and in accordance with the terms and conditions in the agreement being executed for the project.

#### 7. SCOPE OF THE ANCHOR INDUSTRY

- 7.1. Scope of the Anchor Industry includes the following
  - 7.1.1. Design and development of advanced vaccine production unit and storage facility in the land being allotted in compliance with the standards prescribed for the such units by concerned regulating authorities.
  - 7.1.2. Development of allied research and development facilities along with the production centre as per the standards stipulated by the regulating authorities.
  - 7.1.3. Preparation of DPR comprising the overall details of the unit such as type of vaccine/ vaccines being produced, total capacity of the plant, capacity of storage facility, transportation networks etc.
  - 7.1.4. The selected entity / entities shall undertake the due diligence for obtaining all statutory approvals and clearances from concerned departments / agencies for

commencing the development of the project. All assistance for obtaining the statutory approvals shall be extended by Govt.

- 7.1.5. In case of emergency as notified by the Disaster Management Authority, the Anchor Industry shall undertake to meet the demand of State Government on request, to meet the public requirement.
- 7.1.6. The Anchor Industry shall sell the Vaccine/ Vaccines being produced in the plant and necessary arrangements shall be made for identifying the prospective buyers for the same. However, preference shall be given to the requisition from State Government over other customers of the firm.
- 7.1.7. The price being charged for the supply of Vaccine/ Vaccines to Government shall be at the production cost (inclusive of operational, administrative and overhead costs) worked out on the basis of proper costing analysis of the costs actually incurred and certified by a reputed Chartered Accountant and may include only a nominal profit margin.
- 7.1.8. The Anchor Industry shall under take the due diligence of analyzing the feasibility/ assessment of the location being allotted for the development of the plant.

## **8. PROJECT SITE**

- 8.1. KSIDC has earmarked 20 acres of land as Vaccine Manufacturing Zone within the Bio 360 Life Sciences Park Phase 1 campus. The park has all basic infrastructural facilities like dedicated power supply system of 6 MVA capacity, Water distribution system of 1 mld capacity, well laid out internal road network system with street lights and drainage system. The bidder shall demand adequate extend of land within the 20 acres for the development of the project and the maximum area that can be allotted to a unit is 10 acres. The land thus being demanded by the bidder will be provided on lease basis at lease premium fixed as per GO/Policy of the Govt for the land. Arrangements will be made for the bidder to visit the site up on submission of necessary requests.

## **9. PROJECT STRUCTURE**

- 9.1. The Anchor Industry shall limit the debt component in the project to a maximum of 70%.
- 9.2. The Anchor Industry being identified through the tender process will be allotted adequate land on lease basis for a period of 60 years for the development of the vaccine manufacturing unit and allied research and development facility.
- 9.3. The lease premium of the land being leased to the selected entity/ entities nominated as Anchor Industry, is offered as Govt Equity in the project, which will be recouped after a moratorium period of 10 years after commencement of operation. 50% of the

equity will be recouped in the 11 th year of operation and the remaining equity will be recouped as two equal instalments in the 12 th and 13 th year of operation. The Equity buy back price will be the Investment plus base interest rate or Book Value or Market Value, whichever is the highest.

- 9.4. The Anchor Industry shall have a minimum equity share of 51% in the project.
- 9.5. The Construction period of the plant allowed is 24 months from the date of receipt of all statutory clearances for commencing the construction of the plant.

## **10. REVENUE TO THE ANCHOR INDUSTRY**

- 10.1. The main source of revenue to the Anchor Industry in the project will be from the sale of Vaccine/ Vaccines being produced in the plant. The Anchor Industry shall make own arrangements for identifying prospective customers and finalizing the cost for the sale of Vaccine/Vaccines produced. However, the Anchor Industry shall give priority to the requisition from Government and the conditions stipulated in clause 7 shall be complied for the supply of Vaccine/ Vaccines to State Government.

## **11. LEASE PERIOD**

- 11.1. The Lease Period is 60 years from the commencement of commercial operation of the plant which shall be achieved within 24 months from the date of receipt of all statutory clearances for the construction of the plant. Anchor Industry shall undertake the due diligence to prepare and submit necessary applications to Departments concerned and the clearances shall be obtained within 6 months from the date of allotment of land for the project.

## **12. ROLE OF GOVERNMENT / KSIDC**

- 12.1. To allot adequate land to the Anchor Industry for the development of the project.
- 12.2. To provide all assistance in seeking the requisite clearances and approvals from regulatory authorities of Government of India and Government of Kerala.
- 12.3. To ensure adequate un interrupted power supply at the project site for the Anchor Industry to develop and operate the project.
- 12.4. To ensure adequate quantity and quality water supply at the project site for the Anchor Industry to develop and operate the project.

## **SECTION C – SUBMISSION OF PROPOSAL**

## **SECTION C**

### **SUBMISSION OF PROPOSAL**

#### **13. CONDITIONS FOR SUBMITTING PROPOSALS**

- 13.1. A Bidder is eligible to submit only one Bid for the Project.
- 13.2. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another Bid either individually or as a member of any Consortium, as the case may be.
- 13.3. If one or more than one entities join together as a consortium and submit the proposal, then there should be a lead partner who will be ultimately responsible for the EOI deliverables.
- 13.4. Bidder shall undertake all necessary due diligence in assessing the project and deliverables before participating in the bid.
- 13.5. The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bid Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.
- 13.6. Government of Kerala/KSIDC reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFQ. Any such verification or lack of such verification by Government of Kerala/KSIDC shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of Government of Kerala / KSIDC there under.
- 13.7. Government of Kerala/ KSIDC shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFQ or the Bidding Process, including any error or mistake therein or in any information or data given by Government of Kerala/ KSIDC.
- 13.8. The bidder shall sign and seal all the pages of the EOI and attached documents while submitting the EOI. A brief writes up about the applying company/entity to be submitted.



- 13.9. The bidder shall submit the tentative project operational plan with indicative time line for commercial production of vaccines with the target product description.

#### **14. RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS**

- 14.1. Notwithstanding anything contained in this RFQ, the Government of Kerala / KSIDC reserves the right to accept or reject any proposal and to annul the Bidding Process and not to proceed with the bidding process at any time without notice 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.

#### **15. PRE-BID CONFERENCE**

- 15.1. A Pre-Bid conference of the interested parties shall be convened at the designated date and venue as provided in Key Details and changes in venue if any venue will be updated in Govt e tender portal and in KSIDC web portal. Queries & clarifications if any shall be sent in advance to the email id [vmu@ksidcmail.org](mailto:vmu@ksidcmail.org) .
- 15.2. During the course of Pre-Bid conference, the Bidders will be free to seek clarifications and make suggestions for consideration of Government of Kerala/ KSIDC. Government of Kerala / KSIDC shall endeavour to provide clarifications and such further information, as it may consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

#### **16. PREPARATION AND SUBMISSION OF PROPOSAL**

##### **16.1. Language**

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

- 16.2. Prospective bidders shall submit the proposal through the e-tender portal ([www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in)) on or before the date and time mentioned in this RFQ document for the submission of proposals. The bidders shall arrange all resources, including Digital Signature Certificates and Internet Connections at their own cost, for participating in the tender process.

- 16.3. The proposal should mandatorily contain the following documents

- a) Covering letter signed by authorized signatory in the format attached as Annexure 1
- b) Details of the bidder in the format attached as Annexure 2. (Separate forms to be submitted for each member of consortium, in case of submission of proposal as Consortium)
- c) Copy of PAN Card
- d) Copy of GST Registration Certificate
- e) Certificate duly signed by the Company Secretary to the effect that the Bidder (including the Consortium partners is not black listed by any of Central / state Government Departments/ Agencies.
- f) Technical Qualification/ Experience in the format attached as Annexure 3
- g) Financial Qualification in the format attached as Annexure 4

**h) CHECKLIST: DOCUMENTS TO BE SUBMITTED ALONG WITH SIGNED EOI**

<b>Sl. No</b>	<b>Name of document to be submitted</b>	<b>Document enclosed (Yes/No)</b>
1	Copy of company incorporation certificate	
2	Brief write about the company, products and Services	
3	Production facility certification: WHO GMP certificate UKMHRA/ EMEA or USFDA certificate.	
4	Audited balance sheet/CA certified turnover sheet for last three financial years (2018-19,2019-20,2020-2021)	
5	Company networth statement certified by Chartered Accountant	
6	Project operational plan document along with tentative time line for commercial production of vaccines from the biotech park	
7	Letter from the party indicating the readiness for capital investment in for making certain required facility ready for vaccine production and commissioning & validation of such facilities as required.	
8	Details of the vaccines proposed to be manufactured.	
9	Documentary evidence for arrangements made for supply of bulk/technology transfer for vaccines Or copy of MOU signed with different manufacturers for supply of bulk & technology transfer OR Agreement signed with different parties/manufacturers for supply of bulk & technology transfer for vaccines planned.	

10	Letter indicating willingness to operate the facilities with available manpower and to add additional manpower as per the requirement.	
11	Corporate management approval/ Board Resolution for submission of EOI.	

## **17. EVALUATION OF PROPOSALS & AWARD OF PROJECT**

The EOI proposal submitted by the bidders will be evaluated based on the minimum eligibility for Technical and Financial qualifications. The shortlisting of bidders shall be based on the Minimum Eligibility Criteria and evaluation of the Operational Plan and other details of the Bidder submitted as part of EOI. Shortlisted Bidders will be eligible for participation in the RFP stage.

17.1. RFP will be floated in Government e – tender portal in the subsequent stage, where in the shortlisted bidders in the RFQ stage shall be directed to submit their detailed Technical and Financial Proposal. The bidders will then be called for a technical presentation before a Technical Committee.

17.2. The Technical and Financial bids thus received will be evaluated based on an Evaluation Criteria which will be specified in the RFP document. The successful bidders will be invited and given space in the vaccine manufacturing zone of the Bio 360 Life Science Park for the setting up of the manufacturing units.

## **18. MISCELLANEOUS**

18.1. The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the competent Courts at Thiruvananthapuram shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

18.2. EOI should be valid for a period of 90 days from the date of opening of EOI response.

18.3. Conditional offers are liable for rejection.

18.4. The Bidders should give clause by clause compliance of EOI with references to supporting documents; otherwise the offers are liable for rejection.

18.5. The Expression of Interest has been prepared in good faith and the parties shall sign & seal all pages of EOI & supporting documents. Parties are requested to do their own due diligence before submitting the EOI.

- 18.6. The parties are requested to keep the information and details strictly confidential. We are looking for your support and co-operation in getting fully responsive Expression of Interest.
- 18.7. GOK shall not be responsible for any expense incurred by Parties in connection with the preparation and delivery/submission of their EOI and other expenses.
- 18.8. Government of Kerala / KSIDC without incurring any obligation or liability, reserves the right, at any time, to;
- a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
  - b) consult with any Bidder in order to receive clarification or further information;
  - c) pre-qualify or not to pre-qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;
  - d) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
  - e) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

## **19 APPLICABLE LAW AND JURISDICTION**

It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder and the Bidding Documents, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

**SECTION D – SPECIAL PACKAGE FOR**  
**ANCHOR INDUSTRIES**

## **SECTION D**

### **SPECIAL PACKAGE FOR ANCHOR INDUSTRIES**

Govt of Kerala, vide GO (Ms) No. 33/2021/S&TD dtd 10/09/2021 has approved a Special Package for the Anchor Industries which will establish either a vaccine fill finish or a vaccine manufacturing unit at the Life Sciences Park at Thonnakkal, as detailed below:

- i). Subsidised land on lease for 60 years with a subsidy of 50% on the Lease Premium. The lease premium is offered as Govt equity in the project, which will be recouped after a moratorium period of 10 years after commencement of operation. 50% of the equity will be recouped in the 11th year of operation and the remaining equity will be recouped as two equal instalments in the 12th and 13th year of operation. As per Government Order, 50% reduction in land lease has been sanctioned to the lands allotted in Life Sciences Park Phase 1.
- ii). Payment of Stamp Duty as per section 9(1)(a) of the Kerala Stamp Act, 1959 and the payment of Registration Fees as per section 78(2) of the Registration Act, 1908, for the purpose of registration of lease deed with Kerala State Industrial Development Corporation Ltd. is exempted.
- iii). Financial Assistance by way of capital expenditure subsidy to cover upto 30% of the cost of equipment, plant and machinery subject to a cap of Rs.1 crore for the fill finish unit and Rs.5 crores for the vaccine manufacturing unit will be made available.
- iv). Attractive loans with a longer term of repayment of 20 years, through state Government financial institutions at subsidised interest rate of 4 % per annum for the initial 5 years and at prevailing floating rate for the balance 15 years and a moratorium for commencement of repayment till 3 years after starting commercial operation will be made available. This loan limit is capped at Rs. 20 crores for the fill finish unit and Rs.30 crores for the vaccine manufacturing unit. The total loan amount is capped at Rs. 100 crore.

- v). Single Window Clearance and Fast Track Approval will be given for the project within 30 days of application.
- vi). A Power Tariff subsidy of Rs. 2 per unit in the billed amount to the anchor vaccine manufacturing and fill finish File No.A3/122/2021-SandTD units at the Life Sciences Park will be provided. This will be capped at Rs.1 crore per year for each fill finish unit and Rs.1.25 crore per year for each manufacturing unit. The total power subsidy for all the anchor units will be capped at Rs.4.5 crores per year for the whole project. The power tariff subsidy will be extended for a period of initial 5 years of commercial operation. The subsidy amount will be reimbursed to the industries annually by the state government upon submission of bills paid to the Kerala State Electricity Board.
- vii) A Water charge subsidy of Rs.10 per KL in the billed amount for a period of two years from the commencement of operation will be provided. The subsidy amount will be reimbursed to the industries annually by the state government upon submission of bills paid to Kerala Water Authority. The water charge subsidy will be capped at Rs. 20 lakh per year for the whole project and Rs. 5 lakh per unit per year. The water charge subsidy will also be extended for a period of initial 5 years of commercial operation.
- viii) With the objective of producing vaccines which are in demand in Kerala or vaccines which are procured by the government from open market, the counter guarantee from government on vaccine produced /Forward looking purchase order/ Privilege position for procurement through a purchase agreement for the vaccine producing companies will be decided on a case-to-case basis.
- ix) The choice of vaccines, preferred mode of technology, infrastructure etc. may be determined by the companies, so that the companies are not denied advantages in the market.
- x) The building which is being completed in the Life Sciences Park with an area of 85,000 sq.feet will be offered on an annual lease rent basis if the companies find the building suitable for setting up vaccine manufacturing units.

**Annexure I**  
**Letter Comprising the Proposal**

Dated: [ ]

To,

**Managing Director,  
Kerala State Industrial Development Corporation Ltd.  
T.C. XI/266, Keston Road, Kowdiar, Thiruvananthapuram,  
Kerala – 695003**

**Sub: Proposal for “setting up of Advanced Vaccine Manufacturing Units & allied Research & Development facilities in Life Science Park, Thonnakkal.**

Dear Sir,

With reference to your RFQ document dated 25.10.2021, I/we, having examined the RFQ document and understood its contents, hereby submit my/our Bid for the aforesaid project. The Bid is unconditional and unqualified.

2. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying such Bid for selection of the Anchor Industry for the aforesaid project, and we certify that all information provided in the Bid and in Annexes I to IV is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as Anchor Industry for the development, construction, operation and maintenance of the aforesaid Project.



4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive to the fullest extent permitted by applicable law our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last three years, we / any of the consortium member or our/their Affiliates or Parent or Subsidiary Company have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/ We declare that:
  - (a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority;
  - (b) I/ We do not have any conflict of interest in accordance with the RFQ document;
  - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFQ document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State in India; and
  - (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFQ document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
  - (e) the undertakings given by us along with the Application in response to the RFQ for the Project were true and correct as on the date of making the Application.
8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with the RFQ document.
9. I/ We believe that we / our Consortium Partner satisfy(s) the Net Worth criteria and meet(s) all the requirements as specified in the RFQ document and are/ is qualified to submit a Bid.
10. I/ We certify that in regard to matters other than security and integrity of the country, we / any member of the Consortium or any of our / their Affiliate or Parent or Subsidiary Company have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

11. I/ We further certify that in regard to matters relating to security and integrity of the country, we / any member of the Consortium or any of our /their Affiliate or Parent or Subsidiary Company have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
12. I/ We further certify that no investigation by a regulatory authority is pending either against us or against any member of the Consortium or against our / their Affiliate or Parent or Subsidiary Company or against our CEO or any of our Directors/ Managers/ employees.
13. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFQ, we shall intimate the Authority of the same immediately.
14. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
15. I/ We agree and undertake to abide by all the terms and conditions of the RFQ document.
16. I/ We certify that in terms of the RFQ, my/our Net Worth is INR ..... (Indian Rupees ..... in words).
17. I/ We understand that if selected, we shall incorporate a Special Purpose Vehicle as Company incorporated under the Indian Companies Act, 2013 within the time stipulated in the RFQ.
18. In the event of I / we being declared as the Selected Bidder, I/we agree to enter into a Concession Agreement through SPV in accordance with the Draft Concession Agreement that has been provided to me/us prior to the Bid Due Date.
19. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
20. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project / Concession is not awarded to me/us or our Bid is not opened or rejected.
21. I/ We declare that we/ any Member of the Consortium, or our/ its associates are not a  
In witness thereof, I/ we submit this Bid under and in accordance with the terms of the RFQ document.

Yours faithfully,

Date: (Signature, name and designation of the Authorized Signatory)  
 Place: Name and seal of the Bidder

**Annexure 2**

**Details of Bidder**

(In case of consortium, to be submitted for all consortium members separately & to be submitted separately for all Affiliate/Parent/ Subsidiary whose data has been used for prequalification)

<b>Details of the Bidder / Lead Member (Company)</b>		
<b>1.</b>	Name of the Bidder/Prime Bidder	
<b>2.</b>	Address of the Bidder	
<b>3.</b>	Status of the Company ( Trust/ Firm/ LLP/Public Ltd/Pvt. Ltd)	
<b>4.</b>	Details of Incorporation of the Company	<b>Date :</b> <b>Ref #</b>
<b>5.</b>	Details of Commencement of Business	<b>Date :</b> <b>Ref #, if any</b>
<b>6.</b>	Valid GST registration no	
<b>7.</b>	Permanent Account Number (PAN)/ Tax Identification Number	
<b>8.</b>	Name & Designation of the contact person to whom all	

	references shall be made regarding this RFQ
<b>9.</b>	Telephone No. (with STD Code)
<b>10.</b>	Mail of the contact person
<b>11.</b>	Fax No. (with ISD Code)
<b>12.</b>	Website url
<b>13.</b>	Name & Designation of Authorized Signatory ₹. Telephone No. (with ISD Code) E-Mail
<b>14</b>	Net Worth as per Latest audited Financial Statement (in INR)
<b>15</b>	Brief description of experience in implementation of Vaccine/ Bio- Pharmaceutical / Pharmaceutical Manufacturing sector in the last 10 years.
<b>16</b>	Awards / recognitions received in the relevant area
<b>17</b>	Any other relevant information.

Date: (Signature, name and designation of the Authorised Signatory)  
Place: Name and seal of the Bidder

**Note :**

As required in RFQ, the Bidder shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (three) years preceding Financial years. The financial statements shall:

- a. reflect the financial situation of the Bidder
- b. be audited by a Statutory Auditor;
- c. be complete, including all notes to the financial statements; and
- d. correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

### Annexure 3

#### Technical Experience

	Item	Total
1	Number of years that the bidder has experience in development and successful operation of vaccine/ bio-pharmaceutical / Pharmaceutical manufacturing sector	[fill in details of the experience ]
2	Number of vaccine/ bio-pharmaceutical / pharmaceutical manufacturing unit(s) developed by the bidder in past 10 (ten) years	[fill in details of the projects]

SI No	Starting Month/Y ear	Ending Month/Y ear	Contract Identification	Role of Applicant	Certificate provided
	[Month/Y ear]	[Month/Y ear]	Project Name: Brief Description of the Project performed by the Bidder: [describe the works performed briefly]	[Implementation /Operation etc.]	[Work Orders & Invoices OR Work completion Certificate/ satisfactory client Certificate]

			Client Name: Investment/Cost: Energy produced:		or other evidence, certified by Statutory Auditors.] (Please attach)
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Date:  
Place:

(Signature, name and designation of the Authorised Signatory)  
Name and seal of the Bidder

**Annexure 4**

**Financial Qualification**

**Net worth in Last Three Financial Years**

<b>Financial Years</b>	<b>Net worth</b>
<b>2020-21</b>	
<b>2019-20</b>	
<b>2018-19</b>	

**Turnover in Last Three Financial Years**

<b>Financial Years</b>	<b>Turnover</b>
<b>2020-21</b>	
<b>2019-20</b>	
<b>2018-19</b>	

**Note : Copies of audited Annual Reports and Certificates duly signed by Chartered Accountants certifying the Net worth figure to be submitted.**

Date: (Signature, name and designation of the Authorised Signatory)  
Place: Name and seal of the Bidder