

Empanelment of Chartered Engineer for SMDI

Request for Expression of Interest (EOI)

For

Empanelment of

CHARTERED ENGINEER

under

the

“STRENGTHENING OF MEDICAL DEVICE INDUSTRY SCHEME”

**Department of Pharmaceuticals
Ministry of Chemicals and Fertilizers
Government of India**



**Issued by: Life Sciences Sector Skill Development Council (LSSSDC)
Rear 2nd Floor, 14, Palam Marg, Block B, Vasant Vihar, New Delhi, Delhi-110057**

Date of Issue: 22.10.2025

Last Date of Submission: 31.10.2025

(Subject to extension/pre-termination)

Empanelment of Chartered Engineer for SMDI

Disclaimer

- I. This Expression of Interest (“**EOI**”) is not an offer by LSSSDC but an invitation to receive offers from interested and eligible parties. The purpose of this EOI is to provide the necessary information to such interested and eligible parties that may be useful to them in formulating their Proposals in response to this EOI.
- II. No contractual obligation whatsoever shall arise from this EOI process.
- III. LSSSDC reserves the right to modify or even not to proceed with the empanelment at any given stage on this EOI.

Empanelment of Chartered Engineer for SMDI

Table of Content

Sl. No	Particulars	Page No
1	Term of Expression of Interest (EOI) for Empanelment	5
2	Background of LSSSDC	8
3	Scope of Work	8
4	Eligibility Criteria	10
5	Submission of Proposals	13
6	Evaluation of Proposals	16
7	General Terms and Conditions	17
8	Annexure (s)	
8.A	Annexure – I: Proposal Format	21
8.B	Annexure – II: Not penalized or Found Guilty in any Court of Law	25
8.C	Annexure – III: Non-Disclosure Agreement with LSSSDC to be signed by the CE	26
8.D	Annexure – IV: General Agreement	30
8.E	Annexure – V: Declaration: No Ownership or Control of LSSSDC Directors/ Employees (or relatives)	38
8.F	Annexure – VI: Terms of engagement for empanelment of CE	39

Empanelment of Chartered Engineer for SMDI

IMPORTANT INFORMATION

(EOI No.: LSSSDC/EOI/DOP/01 dated Oct 22, 2025)

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Sl.no.	Particulars	Details
1	Name of the Organisation	Life Sciences Skill Sector Development Council (LSSSDC)
2	Address for Communication	Rear 2nd Floor, 14, Palam Marg, Block B, Vasant Vihar, New Delhi, Delhi 110057
3.	Website address LSSSDC	www.lsssdc.in
3	Date of Issuance of EOI	Oct 22, 2025
4	Last date for written request for any clarifications	Oct 28, 2025, by 3:00 p.m.
5	Last Date for submission of Proposal	Oct 31, 2025, by 3:00 p.m. It should be received at, Rear 2nd Floor, 14, Palam Marg, Block B, Vasant Vihar, New Delhi, Delhi 110057
7	EOI document fee (Non-refundable)	Rs.5,900/- (Rs.5000/- + GST 18% of Rs.900/-): - NEFT/RTGS in Favor of <i>Life Sciences Sector Skill Development Council, New Delhi</i> [nonrefundable], along with submission of EOI

Note: -

1. LSSSDC reserves the right to change dates without assigning any reasons thereof. Intimation of the same shall be notified on the LSSSDC website.
2. This proposal document is not transferable.
3. If a holiday is declared on the dates mentioned above, the proposals shall be received / opened on the next working day at the same time specified above and at the same venue unless communicated otherwise.

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Empanelment of Chartered Engineer for SMDI

1. TERMS AND CONDITIONS

Life Sciences Sector Skill Development Council(LSSSDC) ,who has been appointed as Project Management Agency(PMA) by the Department of Pharmaceuticals (DoP) invites proposals for the empanelment of reputed and well-established Chartered Engineers (CEs)—including individuals, proprietorships, partnership firms, Limited Liability Partnerships (LLPs), and companies—to undertake independent verification and certification of investments in civil infrastructure, plant, machinery, laboratory equipment, and related facilities.

This empanelment applies to two key sub-schemes under the SMDI scheme:

I. **Capacity Building and Skill Development in Medical Device Sector Scheme:**

Verification will cover infrastructure and assets (i.e. **Infrastructure/Lab Equipment & machinery**) established by beneficiary for postgraduate education, skill development, and training activities in the medical device sector. The objective is to strengthen human resource capacity, academic infrastructure, and industry readiness to meet sectoral demand.

II. **Marginal Investment Scheme for Reducing Import Dependence Scheme:**

Verification will encompass investments made by applicants approved under the MIS scheme in **civil works, plant, machinery, and equipment** used for manufacturing medical devices, in-vitro diagnostic products (IVDs), key components, critical raw materials, and associated accessories. The aim is to reduce import dependence and strengthen domestic value chains.

Empanelled Chartered Engineers will be responsible for conducting thorough verification site visits, preparing certification reports in compliance with scheme guidelines, and supporting the PMA in transparent and efficient project evaluation across India.

Assignments will be allocated based on the location of assets, expertise, and specific requirements of the Scheme, in alignment with LSSSDC's role as PMA. Empanelled Chartered Engineers may indicate their **preferred geographic zones of operation** (e.g., **North, South, East, West, Central India**) at the time of empanelment, and assignments will, as far as possible, be made accordingly.

1.1 The provisions of the service are subjected to observance of selection process and appropriate documentation being agreed between LSSSDC and any successful Respondent(s) as identified by LSSSDC after completion of the process as detailed in **Section 6** of this document.

1.2. LSSSDC/Beneficiaries under the aforementioned sub-schemes of the SMDI scheme, will assign the task of verification of assets to the empanelled Chartered Engineers/Respondents

Empanelment of Chartered Engineer for SMDI

solely for the specific scope of work, as and when required, in accordance with the provisions outlined in this EOI document

1.3. While this document has been prepared in good faith, neither LSSSDC nor any of its employees make any representation or warranty or shall have any responsibility whatsoever in respect of this document. Any liability is accordingly and expressly disclaimed.

1.4. This document is meant to provide information only and upon the express understanding that the recipients /respondents will use it only for the purpose set out herein.

1.5. The CE firm/respondents shall bear all costs associated with the preparation and submission of the proposal including but not limited to additional information required by LSSSDC, attendance of meeting, if required etc. and LSSSDC will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the empanelment process.

1.6. The CE firm / respondents must apply its own care and conduct its own investigation and analysis regarding any information contained in the EOI document and the meaning and impact of that information.

1.7. This document constitutes no form of commitment on the part of LSSSDC. The issuance of EOI document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor would it be construed as material for any investigation or review to be carried out by the CE firm / respondents. The CE firm / respondents unconditionally acknowledge by submitting its response to this EOI document that they have not relied on any idea, information, statement, representation or warrant given in this EOI document. The evaluation will be based on the experience, reputation, their empanelment with similar kind of institutions for similar nature of works, manpower & logistical support available with the applicant, financial capabilities, quality consciousness, etc. Based on the details furnished and inspection of works, eligibility criteria, the CE firm / respondents shall be empanelled. Decision of LSSSDC regarding selection / rejection for empanelment will be final and binding and no further correspondence will be entertained.

1.8. If, information and details furnished by applicants are found to be false at any time in future or any information withheld, which comes to the notice of LSSSDC at a later date, the empanelment of such applicant will be cancelled immediately.

1.9. The empanelment shall be valid for an initial period of **two years** from the date of empanelment. However, LSSSDC may extend the validity period by another **one years**, subject to performance review at its discretion. LSSSDC reserves the right to de-list the name of the consultant at any stage, if found

Empanelment of Chartered Engineer for SMDI

unsatisfactory or does not comply with LSSSDC's requirement or due to any other internal reasons. LSSSDC's decision will be final in this regard.

1.10. The present EOI shall not be the only channel for empanelling the CEs. LSSSDC, depending on its requirement may empanel CEs to cover the geographical area or which may require expertise to undertake assignment which is not addressed by its panel of CEs.

1.11. LSSSDC may be notified of any omission / discrepancy in the EOI before the closure of proposal. If required, LSSSDC may thereafter modify the EOI. The modified EOI would be hosted on the LSSSDC's website.

1.12. LSSSDC also reserves the sole right for carrying out any amendments/ modifications/ changes including any addendum to this EOI. Such amendments / modifications / changes including any addendum to this EOI shall be notified on the LSSSDC's website www.lsssdc.in and these will be binding on the respondents.

1.13. LSSSDC reserves its right to reject any / or all the applications without assigning any reasons whatsoever.

1.14. Before submitting the proposal, the respondents are requested to carefully examine the proposal documents, terms & conditions of EOI, specifications and if there appears to be any ambiguity therein, they should immediately refer the matter to LSSSDC, for clarification as per the date specified hereinabove.

1.15. Any Proposals received by LSSSDC after the deadline prescribed by LSSSDC for submission of proposal will be summarily rejected and returned unopened to the Respondents. LSSSDC shall not be responsible for any delay or non-receipt/ non-delivery of the documents.

1.16. From the time the proposals are opened to the time of empanelment, respondents should not contact LSSSDC or any of its employees or representatives on any matter related to the proposal with a view to influence the examination, evaluation, ranking and empanelment. Such an effort shall result in rejection of the proposals.

1.17. Recipients are required to direct all communications for any clarification related to this EOI, to the EOI Coordinator mentioned below:

PMA-Division, LSSSDC

Shri Rajan Kaul (Deputy Director), rajan.kaul@lsssdc.in

Clarification to the Queries received up to the date and time specified in the section '**Important Information**' shall only be hosted on the LSSSDC's website. LSSSDC may, in its absolute discretion

Empanelment of Chartered Engineer for SMDI

seek, but being under no obligation to seek, additional information or material from any respondents after the closure of EOI and all such information and material provided will be taken to form part of that respondent's response.

1.18. **EOI Validity period:** EOI responses will remain valid and open for evaluation according to their terms for a period of at least **90 days** from the EOI opening date or extended by LSSSDC in its absolute discretion without respondent(s) consent. In exceptional circumstances, the LSSSDC may solicit the Respondent's consent to an extension period of validity without any modification in proposals.

1.19. Chartered engineers who are already empanelled with LSSSDC may also apply for the fresh empanelment.

2. BACKGROUND OF LSSSDC

The Life Sciences Sector Skill Development Council (LSSSDC), established under the aegis of the Ministry of Skill Development and Entrepreneurship, Government of India, is a not-for-profit organization focused on skill development and capacity building in the life sciences sector, including pharmaceuticals, biotechnology, and medical devices.

LSSSDC has been appointed as the Project Management Agency (PMA) by the Department of Pharmaceuticals (DoP) to manage the 4 Sub-Schemes under Strengthening of Medical Device Industry (SMDI) Scheme, ensuring effective implementation through verification, monitoring, and reporting of investments to promote the medical device sector.

3. SCOPE OF WORK

The scope of the work would include independent assessment of investment incurred for infrastructure creation by a company/institute for a particular period. Investment would include the following component:

- i. Civil Works
- ii. Plant, Labs, Equipment & Machinery with Installation & Operational validation
- iii. Installed capacity assessment.

The Chartered Engineer will be required to visit the **factory/institute** premises of the applicant companies and give a certificate on the investment made by the company in the format prescribed by LSSSDC.

Broad scope of work:

- Background information of the asset being assessed;
- Assessment of approvals for the approved products under respective scheme;
- Disclosure of Chartered Engineer interest/conflict, if any;
- Date of appointment, Chartered Engineer certificate date and date of report;

Empanelment of Chartered Engineer for SMDI

- Sources of information/documents;
 - Procedures adopted;
 - Methodology;
 - Major factors that influence the value of Civil Works/ Plant, Labs, Equipment & Machinery;
 - Tentative market cost of each of the Civil Works/ Plant, Labs, Equipment & Machinery purchased by the beneficiary under the scheme.
 - Conversion of all measurements as per SI units;
 - Visit report, pictures, dates, persons/officer accompanied;
 - Identification of the asset - GIS coordinates of premises visited;
 - Conclusion;
 - Caveats, limitations and disclaimers;
- i. **For Civil Works:**
- Building wise cost of construction (Total built up area in sq. ft. and cost of construction in Rs. per sq. ft.);
 - Comparison of companies cost of construction with standard CPWD rates, if available. Reasons for deviations thereof;
 - Total area of the building/civil works with clear demarcation;
 - Permitted usage of the building as per the site plan;
 - Insured value of building;
 - List of all approvals obtained for the land parcel/building (including approved layout by the municipal or such applicable authority, as built drawings);
 - Nature of access (private/public, width of access, all weather road) to the site;
 - Topography of the land parcel and adjacent area especially any high-tension wires crossovers;
 - Existing/ongoing development in nearby area;
 - It is desirable to have a map of the land parcel and the land parcel must be duly marked on revenue map;
 - Ownership of land, type of ownership i.e. freehold or leasehold, tenure of lease, etc.;
- ii. **For Plant, Machinery and Laboratory Equipment:**
- Equipment-wise break-up of the installed cost of plant, machinery and laboratory equipment, supported by necessary documents;
 - Estimated cost of similar plant, machinery or laboratory equipment (different make and country of origin, if available);
 - Location details of the installed plant, machinery and laboratory equipment;
 - List of major equipment/machinery/instruments along with make, model number, serial number and capacity/specifications;
 - Date of installation/put-to-use for plant, machinery and laboratory equipment;
 - Whether procured domestically or imported;
 - Comments on the present condition and obsolescence of plant, machinery and laboratory equipment;
 - Insured value of plant, machinery and laboratory equipment;

Empanelment of Chartered Engineer for SMDI

- Documentary proof of installation at site, supported by valid documents;
- Certification of condition (new, old, refurbished or second-hand);
- Confirmation of working condition (working or non-working), including operational status verification and suitability of usage for approved products/activities under the respective scheme and the assessed annual production or research capacity;
- Date from which the plant, machinery and laboratory equipment has been put into commercial or research or academic use;
- Verification and certification of installed capacity and functionality of plant, machinery and laboratory equipment.

The above is a broad scope of work. The format of the certificate to be submitted by the Chartered Engineer shall be prescribed separately for respective scheme.

4. ELIGIBILITY CRITERIA

S.No.	Criteria	Asset Class	
		Civil Works	Plant & Machinery
1)	Who may apply	Individual/Sole Proprietorship Firm, Partnership Firm/Limited Liability Partnership, Company.	Individual/Sole Proprietorship Firm, Partnership Firm/Limited Liability Partnership, Company.
2)	Qualification	Individual or Proprietorship applicant should have Bachelor's Degree in Civil Engineering from a recognized university and should be registered with The Institute of Engineers (India); In case of partnership firm or LLP, any one of the active partners should possess such registration; In case of Company registered under the Companies Act, 2013 with any one of the full-time directors having a board, position should possess such registration.	Individual or Proprietorship applicant should have Bachelor's Degree in Biomedical/Medical Technology/Biotechnology/Mechanical/Electrical/ Chemical Engineering/Electronics and Communication from a recognized university and should be registered with The Institute of Engineers (India); In case of partnership firm or LLP, any one of the active partners should possess such registration; In case of Company registered under the Companies Act, 2013 with any one of the full-time directors having a board, position should possess such registration.
3)	No. of Years of Experience	The applicant must have experience of valuation of civil works for a period of at least 10 years. The applicant must be empanelled with at least 3 PSU/ & FIs/ Govt. NBFCs/ Customs/Departments.	The applicant must have at least 10 years' experience in the technical assessment of plant, machinery and/or laboratory setups, of which a minimum of 2 years shall be in the medical devices/IVD sector with minimum 5 Assignments In addition, the applicant must be empanelled with not less than 3 Public

Empanelment of Chartered Engineer for SMDI

			Sector Undertakings (PSUs), or Financial Institutions, Government NBFCs, or Customs/Departments.
4)	Total Turnover	The average total turnover of the applicant from valuation services for civil works shall be more than ₹5 lakh for an individual or proprietorship, ₹10 lakh for a partnership firm or LLP, and ₹25 lakh for a company, during the preceding three financial years, i.e. FY 2021–22 to 2023–24 or 2022–23 to 2024–25	The average Total Turnover of the applicant from technical assessment services for plant, machinery and/or laboratory setups shall be more than ₹5 lakh for an individual or proprietorship, ₹10 lakh for a partnership firm or LLP, and ₹25 lakh for a company, during the preceding three financial years, i.e. either FY 2021–22 to 2023–24 or 2022–23 to 2024–25.
5)	No. of assignments with Public Sector Banks, Customs, etc.	The applicant should have completed at least 5 assignments of valuation successfully for PSU/ PSU Banks & FIs/ Govt. NBFCs/ Customs (enclose copy of such empanelment). Please provide at least 3 work orders and completion certificate/ payment received proof in last 5 years.	The applicant should have completed at least 5 assignments of technical assessment successfully for PSU/ PSU Banks & FIs/ Govt. NBFCs/ Customs (enclose copy of such empanelment). Please provide at least 3 work orders and completion certificate/ payment received proof in last 5 years.
6)	Age Limit	The person whose credentials is being considered for satisfaction of Qualification criteria, the age of that person shall not be more than 70 years as on 30/09/2025.	The person whose credentials is being considered for satisfaction of Qualification criteria, the age of that person shall not be more than 70 years as on 30/09/2025.

*** Documentary proof needs to be provided for all the parameters of evaluation viz. experience, educational qualification, geographical presence, empanelment with SCBs/ AFIs, CA Certificate and assignments undertaken (for proof of assignments undertaken, attested copies of letters of assignments may be submitted).**

****Note:** No Consortium or Joint Venture is allowed to participate in the Empanelment Process.

In addition to the above, the other conditions to be fulfilled by the respondent CEs for empanelment are as under:

- (i) the CE is a citizen of India or company/ firm/ LLP is incorporated in India
- (ii) the CE has not been removed / dismissed from service (previous employment) earlier
- (iii) the CE has not been convicted of any offence and sentenced to a term of imprisonment

Empanelment of Chartered Engineer for SMDI

- (iv) the CE has not been found guilty of misconduct in professional capacity
- (v) the CE is not an un-discharged insolvent
- (vi) the CE has not been convicted of an offence connected with any proceeding under the Income Tax Act 1961, Wealth Tax Act 1957, or Gift Tax Act 1958.
- (vii) the CE possesses a PAN Card number and GST number (wherever applicable).
- (viii) CE or any of its constituent should not be appearing in the caution list of Third-Party Entities (TPE) circulated by Indian Bank's Association. In case of any the CE's name appearing in the TPE or any instance of misconduct by CE comes to the notice of the LSSSDC, the CE shall be removed from the Panel and all pending assignment cancelled without any further correspondence whatsoever in the matter.

The empanelled CE(s) shall give an undertaking to this effect.

CEs need to submit at least 2 reference letters. The referees shall be either:

- Bank / Financial Institution/PSU/Customs, where previously the CE had done professional work
or
- Companies/Manufacturers/Institutes/ Department for whom the CE had previously done professional work. The reference letter shall be on the letter head of the Bank/housing finance company/ any other company where professional work has been done. In absence of reference letters, the letters of empanelment from commercial banks/ other FIs would also suffice.

Disqualification:

LSSSDC may at its sole discretion and at any time during the evaluation of Proposal and even after empanelment, disqualify /remove any Respondent from the panel, if the Respondent has:

- Submitted the Proposal documents after the response deadline.
- Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- Submitted a proposal that is not accompanied by required documentation or is non-responsive.
- Failed to provide clarifications related thereto, when sought.
- Declared ineligible by the Government of India/State/UT Government/ regulator for corrupt and fraudulent practices or blacklisted.
- Non receipt of application fees.
- Incomplete applications.

5. SUBMISSION OF PROPOSALS

5.1 The response to the EOI:

Empanelment of Chartered Engineer for SMDI

The response to the EOI should be submitted in sealed envelopes giving full particulars in the manner specified in the points below. The envelope should reach on or before the timeline mentioned in the 'Important Information for EOI' given at beginning of this EOI.

- (i) **An applicant eligible for both the asset classes only are required to make application.**
- (ii) One Applicant shall submit only a single application and cannot be a constituent to any other application.
- (iii) Application shall be submitted in the format prescribed at **Annexure-1**.
- (iv) The application shall be unconditional, else, it would be liable for rejection.
- (v) All the information / details are to be supported by documents duly certified by the Applicant.
- (vi) The applicant shall submit along with the proposal a **rate card** for professional charges, specifying fees for different categories of work such as verification of **civil works, plant & machinery, laboratory equipment, site visits, certification, and report preparation**. These rates shall serve as reference during allocation of assignments under the Scheme, and any deviation shall require prior approval of LSSSDC.

5.2 EOI response documents:

- The Respondents should submit one set of printed copies of the proposal containing the Proposal along with all annexures and forms/letters.
- All pages of the proposal must be sequentially numbered and shall be initialled by the Authorized Representative of the Respondent along with stamp.
- **The proposal should not contain any pricing information whatsoever on the services offered.**
- **The Financial Quotation shall be submitted in a separate sealed envelope, clearly superscribed as 'Financial Proposal', and enclosed within the same overall proposal package containing the 'Technical Proposal'. Both the Technical and Financial Proposals must be submitted separately but within a single outer envelope.**
- Following, self-attested (and / or duly stamped and signed by Authorized Signatory in case of Non-Individual) KYC documents should be submitted along with the duly filled application form:

Empanelment of Chartered Engineer for SMDI

KYC for Individuals	KYC for Company
(i) Copy of PAN Card (ii) Copy of Aadhaar Card (iii) Proof of Membership of The Institution of Engineers (India) [IEI] (iv) Copy of Address Proof (Presently valid document, e.g., rent agreement, latest electricity bill) (v) Last three years' Income Tax Return (vi) GST Registration Certificate if applicable (vii) Self-declaration of no criminal record. (viii) Any other details/ information considered relevant.	(i) Certificate of Incorporation (ii) Copy of PAN Card (iii) Copy of Memorandum & Article of Association or equivalent registration document, partnership deed etc. (whichever applicable). (iv) Last three years' Income Tax Return (v) Last three years' Annual Report & Financial Statements. (vi) GST Registration Certificate (vii) Name of Key Managerial Person and the certificate of proof of Membership of The Institution of Engineers (India) [IEI]. (viii) Declaration on letter head of no criminal record. Document for authentication of Authorized Signatory viz. Board Resolution, Power of Attorney, etc. (ix) Any other details/ information considered relevant

5.3 EOI Document Fee: -

- The applicant shall make a payment of **non-refundable** EOI Document Fee amounting to INR 5,900/- (Rupees Five thousand Nine hundred only) including GST through NEFT/RTGS to **“Life Sciences Sector Skill Development Council” as per details provided below:**
- Account Number: 054801001506
- IFSC Code: ICIC0000065
- MICR Code: 1100229008
- Account Holder Name: LIFE SCIENCES SEC. SKILL DEV. COUNCIL
- Branch: VASANT VIHAR, NEW DELHI
- The Respondent shall submit the sealed Proposal as detailed below: The sealed envelope shall be addressed to:

**The Project Manager (PMA Division),
14, Palam Marg, Rear 2nd Floor,
Vasant Vihar, New Delhi – 110057**
- Marked clearly: Proposal for – **“Empanelment of Chartered Engineers under SMDI Scheme”;**
- The envelope shall contain the Proposal with one set of hard copies duly marked “Original”.
- The e-mail address and phone/fax numbers of the Respondent should also be indicated on the sealed envelope.
- All forms may please be filled in **Times New Roman, Font size-12 in double spacing format.** The Proposal shall be typed in indelible ink and shall be signed by the Respondent, or a person

Empanelment of Chartered Engineer for SMDI

or persons duly authorized by the respondent to bind the respondent to the process. The person or persons signing the Proposals shall initial all pages of the Proposals. Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person signing the Proposals. LSSSDC reserves the right to reject the Proposals not conforming to the above.

- The Respondent shall submit the Proposal properly in a file ensuring that the papers are not loose. All the pages of the proposals including documentary proofs should be numbered as "**Page #**".
- Only one submission of the EOI response by each respondent will be permitted.
- Submission by Fax transmission or emails is not allowed and will be considered invalid.

5.4 Rules for responding to this EOI: -

- i. The Respondents should use the formats prescribed by the LSSSDC in submission of the EOI Response which are attached as Annexures with this EOI.
- ii. All responses received after the due date/ time as per schedule mentioned in the 'Important Information' for EOI given in the beginning of the EOI would be considered late and would be liable to be rejected.
- iii. Documents not required as part of the EOI should not be provided.
- iv. Unsigned responses would be treated as incomplete and are liable to be rejected. The proposals once submitted cannot be withdrawn/ modified after the last date for submission of the proposals unless specifically permitted by the LSSSDC.
- v. The LSSSDC reserves the rights not to allow/ permit changes in the technical requirements, if any and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.
- vi. Respondents at no point in time can excuse themselves from any claims by the LSSSDC whatsoever for their deviations in confirming to the terms and conditions and other schedules as mentioned in the EOI circulated by the LSSSDC. Respondents shall be fully responsible for deviations from the terms & conditions etc. as proposed in the EOI.

5.5 Pre-Bid Queries/Clarifications

A prospective Applicant requiring any pre-bid queries/clarifications of the EOI document, may raise their queries/points of clarification to mail id's as mentioned in the EOI up to the date and time given in the EOI document through e-mail only.

The queries should necessarily be submitted in the following format:

S. No.	Section/ Page No.	Specific EOI Condition Change	Change/ Clarification Requested	Remarks, if any

Empanelment of Chartered Engineer for SMDI

The purpose of Pre-Bid clarification is to provide the Applicants with information regarding the EOI, project requirements, and opportunity to seek clarification regarding any aspect of the EOI.

However, LSSSDC reserves the right to hold or re-schedule the pre-bid meeting.

6. EVALUATION OF PROPOSALS

6.1 Preliminary Scrutiny

Preliminary scrutiny of the Proposals for eligibility will be done to determine whether the Proposals are complete, whether the documents have been properly signed, whether any computational errors have been made, and whether the Proposals are generally in order. Proposals not conforming to such preliminary requirements will be prima facie rejected.

6.2 Evaluation Committee

The proposals will be evaluated by LSSSDC's Evaluation Committee based on the proposal submitted by the Respondents. The evaluation committee shall evaluate the responses to the EOI and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence with the proposal will lead to rejection of the proposal. The decision of the Evaluation Committee in the evaluation of responses to the EOI shall be final.

6.3 Conformance to eligibility criteria

Proposals conforming to preliminary scrutiny requirements will be checked by the Evaluation Committee for conformance with the eligibility criteria stated in the **ANNEXURE-A: II**. Nonconforming proposals will be rejected.

6.4 Notification of Outcome

LSSSDC will notify the Respondents who have been empanelled either in writing or by email (as per the email indicated in the EOI document) as soon as practicable. LSSSDC is not obliged to provide any reasons for any such acceptance or rejection. The decision of LSSSDC shall be final, conclusive, and binding on all the Respondents/parties directly or indirectly connected with the EOI process and the same shall not be questioned / challenged.

7. GENERAL TERM & CONDITIONS

7.1. Adherence to terms and conditions

Respondents who wish to submit their responses to this EOI should note that they should abide (in true intent and spirit) by all the terms and conditions contained in the EOI. If the responses contain any extraneous conditions put in by the respondents, such applications may be disqualified and may not be considered for the selection process.

7.2 Statutory authority obligations

The empanelled CE (s) would comply with all Applicable Laws as they relate to its performance under this EOI. This EOI shall be governed, interpreted by and construed in accordance with the laws of India.

Empanelment of Chartered Engineer for SMDI

7.3 Legal Jurisdiction

All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in New Delhi only.

7.4 Single Point of Contact

The Respondent selected for empanelment should have a local office in India and has to provide details of single point of contact viz. Name, designation, address, e-mail address, telephone/ mobile no. etc.

7.5 Authorised Signatory

The selected CE (s) shall indicate the authorized signatories who can discuss and correspond with the LSSSDC, with regard to the obligations under the process. The selected CE(s) shall at the time of submitting the proposal, wherever applicable include a certified copy of the resolution of their Board, authenticated by Company Secretary/ Director, authorizing an official or officials of the company or a Power of Attorney copy to discuss, sign agreements / contracts with the LSSSDC. The CE(s) shall furnish proof of signature identification for above purposes as required by the LSSSDC.

7.6 Right of LSSSDC

- At any time, LSSSDC may, for any reason, modify the EOI Document by an amendment.
- The amendment, if any, shall be notified in LSSSDC's website.
- In order to accord prospective Respondents reasonable time to take the amendment into account, LSSSDC may, at its discretion, extend the last date for the receipt of Proposals.
- Within the timeline permitted by LSSSDC, the Respondents are allowed to resubmit their proposal, if required, after such amendments. In such a case, the earlier application shall be deemed null and void.
- If LSSSDC deems it appropriate to revise any part of this EOI or to issue additional data to clarify an interpretation of provisions, it may issue supplements to this EOI
- LSSSDC may, at its discretion, extend the deadline for submission of proposals by issuing a corrigendum through LSSSDC's website.
- LSSSDC may terminate the EOI process at any time without assigning any reason.
- LSSSDC reserves the right to accept or reject any proposal, and to annul the short-listing process and reject all responses at any time without thereby incurring any liability to the affected Respondent or Respondents or any obligation to inform the affected Respondent or Respondents of the grounds for LSSSDC action.

7.7 Erasures & Alterations

All details must be filled up in the application. All the corrections or alterations, if any, should be authenticated. There should be no hand-written material.

7.8 Confidentiality

Disclosures of receipt of this EOI or any part of the information contained in the EOI, to parties not directly involved in providing the services requested, could result in the disqualification of the CE, premature termination of the empanelment, and / or legal action against the CE for breach of trust.

Empanelment of Chartered Engineer for SMDI

Empanelled CE (s) shall have to sign a legal non-disclosure agreement with LSSSDC before starting any assignment.

The CE(s) (and its employees) shall not, unless LSSSDC gives permission in writing, disclose any part or whole of this EOI document, of the proposal and/or contract, or any specification, plan, drawing, pattern, sample, or information furnished by LSSSDC (including the users), in connection therewith to any person other than a person employed by the respondent in the performance of the proposal and/or contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance. The employees or the third party engaged by the respondent shall maintain strict confidentiality.

The CE(s), its employees and agents shall not, without prior written consent from LSSSDC, make any use of any document or information given by LSSSDC or its Authorized personnel, except for purposes of performing the contract award. In case of breach, LSSSDC shall take such legal action as it may be advised. The CE has to maintain confidentiality even after completion/ termination of the empanelment.

7.9 Publicity

Any publicity by the Chartered Engineer(s) after empanelment, in which the name of LSSSDC or DoP is used, shall be undertaken only with the prior explicit written permission of LSSSDC/DoP.

7.10 Professionalism

- a Attention of respondents is drawn to the relevant and extant instructions of GoI, General & Finance Rules (GFR) issued by Ministry of Finance, extant guidelines of Central Vigilance Commission (CVC) as applicable to the subject matter of advice / service to be rendered by the CE and are required to be complied with.
- b The respondent shall, subject to the provisions of the Assignment and with due care, execute the work and take all responsibility, including the supervision thereof and all other things, whether of a temporary or permanent nature, required in and for such execution.
- c The respondent shall carry out and complete the work in accordance with prevailing good industry practices and using workmanship of the quality and standards there in specified, provided that where and to the extent some approval of the quality of the standards of workmanship is a matter of opinion, such quality and standards shall be to the satisfaction of LSSSDC.
- d The respondent should provide professional, objective, un-biased and impartial inputs, recommendation and advices at all times and hold the LSSSDC's interest paramount and should observe the highest standard of ethics, values, code of conduct and honesty while executing the assignment.
- e The respondent carries with them a degree of accountability for any advice or /and any services rendered to the LSSSDC, keeping in view norms of ethical business, professionalism and the fact that such advice or service is rendered for a consideration and may result in the LSSSDC taking an wrong decision as PMA to the Government. The LSSSDC may enforce such accountability in case of improper discharge of contractual obligations / deviant conduct by / of any of the parties to the contract.
- f The respondent must act, at all times, in the interest of the LSSSDC and render any advice / service with professional integrity. The respondent shall always keep in view transparency, competitiveness, economy and efficiency in regard with matters related to the subject of the contract or assignment.

Empanelment of Chartered Engineer for SMDI

- g A respondent is expected to undertake an assignment/project, only in the areas of his/its expertise and where it has capability to deliver efficient and effective advice /services to the client.
- h The respondent will have to cooperate fully with any legitimately provided/ constituted investigative body conducting enquiry into processing or execution of the consultancy contract / any other matter related with discharge of contractual obligations by the respondent.

7.11 Expenses

It may be noted that LSSSDC shall not pay any amount/expenses / charges / fees / travelling expenses / boarding expenses / lodging expenses / conveyance expenses/ out of pocket expenses etc. Unless the work is directly assigned by LSSSDC.

7.12 Independence and objectivity

The Applicant shall be governed with independence, integrity, and objectivity. They shall undertake all verification & valuation work unbiasedly and shall not have any influence. The Applicant shall also not be related to any of the personnel in the department/project dealing with for evaluation.

7.13 Dispute Resolution

LSSSDC and the empanelled CE shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them regarding the empanelment. If after 30 days from the commencement of such informal negotiations, LSSSDC and the CE are unable to resolve the dispute; either party may refer the same for resolution by formal arbitration.

All questions, disputes or differences arising under and out of or in connection with the empanelment, shall be referred to Arbitrator(s) and decided as per the provisions of the Arbitration and Conciliation Act, 1996 and amendments, if any, thereof. The venue of the arbitration shall be at New Delhi. The expenses incurred by each party with the preparation, presentation, etc. of its proceeding as also the fees and expense paid to the appointed arbitrator by such party or on its behalf shall be borne by each party itself.

7.14 Assignment

Neither the empanelment nor any rights granted under the empanelment shall be sold, leased, assigned, or otherwise transferred, in whole or in part, by the empanelled CE, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect without the prior written consent of LSSSDC.

If an empanelled CE undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc. the service level agreement executed with the CE after award of work shall be considered to be assigned to the new entity and such an act shall not affect the rights of LSSSDC under the executed service level agreement

7.15 Terms of Engagement for Empanelment of CEs

The terms of engagement for empanelment of CEs are given in **Annexure VI**.

A letter of empanelment shall be issued to all the Qualified Applicants.

* * * * *

Empanelment of Chartered Engineer for SMDI

8. Annexure (s)

Annexure – I: Proposal Format

(To be submitted on Respondent's company/Firm/LLP/Individual/ Proprietary concern's letter head)

APPLICATION FORMAT FOR EMPANELMENT AS CHARTERED ENGINEER

I. General Information

SN	Particulars	Details (Enclose Supporting Documents, wherever required)		
1)	Asset Class			
2)	Name of the Applicant			
3)	Constitution of Applicant			
4)	Date of Birth/ Date of Incorporation			
5)	Office Address			
6)	Telephone			
7)	Email-id			
8)	PAN			
9)	GST NO.			
10)	Chartered Engineer Certificate No. & Date			
11)	Membership of any other national or international body of Appraiser/Valuer.			
12)	General Profile of the Applicant	Provide details on separate sheet.		
13)	Recent Photograph of the key person/s along with name/s whose credentials is being considered for satisfaction of Qualification criteria	<div style="border: 1px solid black; width: 200px; height: 100px; margin: 0 auto; display: flex; align-items: center; justify-content: center;"> * To be signed across </div>		
14)	Name of key persons, their qualification & Age: a) b) c)	Name & Age	Qualification & Institution	Year of Qualification
15)	Membership of key persons/applicant with professional associations			

Empanelment of Chartered Engineer for SMDI

16)	Registration of key persons/applicant with various authorities			
17)	No. of full-time professionals in the firm and the composition of the professionals – engineers, MBAs, Chartered Accountants, etc.	Provide details on separate sheet.		
18)	Presence by way of regional offices in how many states	Provide details on separate sheet.		
19)	List of Financial Institutions/Banks/State Customs Dpt./Government Bodies with which the Applicant is already empanelled	Name of Institute	Date of Empanelment Letter	Period of Empanelment

II. Eligibility Criteria

Sl. No	Particulars	Whether meets eligibility criteria (Yes/No) (Provide necessary details and enclose documentary proof in satisfaction of each of the eligibility criteria)
1)	Constitution of Applicant for meeting eligibility criteria (Provide a copy of constitutional documents in support of this criteria)	
2)	Qualification for meeting eligibility criteria	
3)	No. of Years of Experience for meeting eligibility criteria	
4)	Gross Receipts for meeting eligibility criteria (Besides financial statements, a certificate from the Chartered Accountant, shall be provided in support of this criteria)	
5)	No. of valuation/ technical assessment assignments with PSUs, etc. for meeting eligibility criteria	
6)	Age Limit for meeting eligibility criteria	

(If required separate sheet may be used as enclosure for providing the details for any above columns)

I/we hereby apply for empanelment as Chartered Engineer in your institution and declare that:

Empanelment of Chartered Engineer for SMDI

1. I/We declare that the particulars furnished above are true to the best of my/our knowledge and belief, and any incorrect information furnished may lead to cancellation of my/our application for empanelment with LSSSDC.
2. I/We understand and accept that empanelment shall be at the discretion of LSSSDC as per requirement and LSSSDC has a right to reject our application without assigning any reasons therefore.
3. I/We shall submit the reports as per standard formats prescribed by the professional institutes/Banks/LSSSDC with correct and full information and without negligence;
4. If my/our application for empanelment in LSSSDC is considered favourably, I/we shall abide by all the terms & conditions stated herein as well as other terms & conditions prescribed by LSSSDC from time to time;
5. I/We understand that Empanelment as such does not guarantee award of assignments by LSSSDC;
6. I/We understand that Empanelment is subject to periodical review by LSSSDC;
7. I/We understand that LSSSDC reserves the right to delete/cancel the empanelment/stop awarding future assignments without prior notice or assigning any reasons whatsoever;
8. The valuation shall be conducted on the basis of accepted principles as also the criteria/terms of reference specified by LSSSDC from time to time;
9. The Valuation report shall reveal true & fair assessment keeping in view the market conditions and the report shall be submitted in the prescribed format, if any;
10. I/We shall maintain secrecy of the business allotted by LSSSDC;
11. I/We shall not disclaim liability for his/its expertise or deny his/its duty of care, except to the extent that the assumptions are statements of fact provided by the company and not generated.
12. I/We shall not enter into any financial transaction with the LSSSDC's clients to the detriment of LSSSDC's interest;
13. Under no circumstances, I/we shall use the name or logo of LSSSDC in our correspondence with any other institution/agency;
14. If any wrong certification is detected, I/We hereby consent that LSSSDC may take steps as deemed fit;
15. I/We undertake to keep LSSSDC informed of any events or happenings which would make me ineligible for empanelment as a Chartered Engineer;
16. I/We have not concealed or suppressed any material information, facts and record and I have made a complete and full disclosure;
17. I/We shall strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988";
18. I/We am/are a citizen/incorporated/registered in India;
19. I/We have not been convicted of any offence and sentenced to a term of imprisonment;
20. I/We have not been found guilty of misconduct in professional capacity;
21. I/We am/are not an undischarged insolvent; and
22. I/We have not been convicted of an offence connected with any proceeding under the Income Tax Act 1961, Wealth Tax Act 1957, Gift Tax Act 1958, Customs Act 1962, Central Excise Act 1944 or CGST Act 2017.

Empanelment of Chartered Engineer for SMDI

23. I/We hereby understand that LSSSDC at any point of time may discontinue the empanelment without giving any reasons, to this effect, I/We have no objection.
24. I/We undertake that if any assignment is awarded, I/We will not sub-contract the assigned work.
25. I/We shall not deal in securities of any subject company after any time when he/it first becomes aware of the possibility of his/its association with the assessment, and in accordance with the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 or till the time the valuation report becomes public, whichever is earlier.
26. I/We as an independent Chartered Engineer, shall not charge success fee.
27. I/We shall appear, co-operate and be available for inspections and investigations carried out by the Registration Authority, any person authorised by the Registration Authority, the Valuation Professional Organisation with which he/it is registered or any other statutory regulatory body.
28. I/We shall provide all information and records as may be required by the Registration Authority, the Tribunal, Appellate Tribunal, the Valuation Professional Organisation with which he/it is registered, or any other statutory regulatory body.
29. I/We while respecting the confidentiality of information acquired during the course of performing professional services, shall maintain proper working papers for a period of three years, for production before a regulatory authority or for a peer review. In the event of a pending case before the Tribunal or Appellate Tribunal, the record should be maintained till the disposal of the case.
30. Non-Compete: I/WE shall not use contacts made as a result of providing the Services under any Work Order to solicit or accept business directly or indirectly for themselves or for any third party and the Service Provider shall not publicise any business activities other than those of whilst performing the Services.

DATE:

PLACE:

SIGNATURE OF THE APPLICANT

(To be signed by the individual/ authorised signatory of the firm/ company)

Empanelment of Chartered Engineer for SMDI

Annexure – II: Not penalized or Found Guilty in any Court of Law

(On letterhead of the respondent duly stamped and signed)

DECLARATION-CUM-CERTIFICATE

TO WHOM SO EVER IT MAY CONCERN

This is to certify that the CE Firm/Company /LLP/ Proprietary concern has not been penalized or found guilty by any valuers' council or other body or in any court of Law, tribunal and the firm/ company has not been blacklisted / debarred by any Central Government Ministry/ Bank / RBI/ IBA/ IIV/ any regulatory authority since April 2012 till the date of submission of the Proposal

Further, this is to certify that (Name of respondent)/ (name of company) and its directors/ (name of partnership firm) and its partners/ (name of LLP) and its designated and other partners do/does not have any legal, civil, criminal, taxation and other cases pending against that may have any impact affecting or compromising the delivery of services required.

Name:

Designation:

Date:

Stamp & Signature:

Empanelment of Chartered Engineer for SMDI

Annexure III – : Non-Disclosure Agreement

(To be executed on a non-judicial stamped paper of requisite value)

This **Non-Disclosure Agreement** (“**Agreement**”) executed at New Delhi on this ___ day of **Month** __**XX**
 (“**Effective Date**”)

Between

The Life Sciences Sector Skill Development Council (LSSSDC), established under the aegis of the Ministry of Skill Development and Entrepreneurship, Government of India, is a not-for-profit organization focused on skill development and capacity building in the life sciences sector, including pharmaceuticals, biotechnology, and medical devices having its corporate office at **14, Palam Marg, Rear 2nd Floor, Vasant Vihar, New Delhi – 110057** (hereinafter referred to as ‘LSSSDC’ or ‘Disclosing Party’, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns), of the **FIRST PART**.

And

Company Name, having registered office at –, New Delhi – 110xxx (hereinafter referred to as “**Chartered Engineer/ Receiving Party**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **SECOND PART**.

Chartered Engineer and LSSSDC are individually referred to as “Party” & collectively as the “Parties”.

WHEREAS, LSSSDC is acting as Project Management Agency for multiple Production Linked Incentive Schemes awarded by different Ministries under Government of India.

AND WHEREAS, LSSSDC has empaneled M/s, Chartered Engineer for assessment and verification/certification of Investment done by an Applicant Company in a Financial Year/s and in order to carry out the assessment and verification/certification of Investment certain information has to be disclosed/divulged by LSSSDC to the Chartered Engineer.

AND WHEREAS, for the purpose of maintaining the confidentiality of any information shared between the Chartered Engineer and LSSSDC, either directly or indirectly through their agents and/or affiliates, and other matters related thereto, the parties hereto are desirous to execute this Agreement in order to protect the information to be disclosed to each other for the aforesaid purposes.

NOW, THEREFORE, in consideration of the recitals set forth above and the covenants set forth herein, the Parties agree that:

1. “**Confidential Information**” " in this Agreement shall mean all information in whatever form, tangible or intangible, whether disclosed to or learned by the Receiving Party, in connection with the business transacted/ to be transacted in connection with the Scope of Work between the Parties and/or in the course of discussions. The Receiving Party may use the Confidential Information solely for and in connection with the Scope of Work assigned to the Receiving Party. The information may be either written, oral, encoded, graphic, magnetic, electronic or in any other tangible or intangible form,

Empanelment of Chartered Engineer for SMDI

and whether or not labelled as confidential by the Disclosing Party or otherwise provided by the Disclosing Party and includes, without limitation, the following: (a) schematics, techniques, employee suggestions, development tools and processes, computer printouts, computer programs, design drawings and manuals, and improvements; (b) information about costs, profits, markets and sales; (c) plans for future development and new product concepts; and (d) all documents, books, papers, drawings, models, sketches, and other data of any kind and description, including electronic data recorded or retrieved by any means, that have been or will be given to the Receiving Party by the Disclosing Party, as well as written or verbal instructions or comments .

2. It is hereby agreed that the discretion applied at the time of disclosure would provide the best protection of the Confidential Information of either Party. Accordingly, the Disclosing Party shall ensure that only that Confidential Information which serves the engagement objectives shall be disclosed as per an agreed procedure to the identified individuals at the end of the Receiving Party.
3. Receiving Party agrees to protect Confidential Information received from the Disclosing Party with the same degree of care as it normally exercises to protect its own proprietary information of a similar nature. The Receiving Party agrees to promptly inform the Disclosing Party of any unauthorized disclosure of the Disclosing Party's Confidential Information. The Receiving Party shall take at least the same degree of care in safeguarding such Confidential Information and Confidential Materials as it takes for its own Confidential Information and Confidential Material of like importance and such degree of care shall be at least that which is reasonably calculated to prevent such inadvertent disclosure
4. In the case of Confidential Information that is disclosed only orally, Disclosing Party shall, within seven days after such disclosure, deliver to the Receiving Party a brief written description of such Confidential Information; identifying the place and date of such oral disclosure and the names of the representatives of the Receiving Party to whom such disclosure was made. It is instructed that such information will bear a legend or label of "Confidential" or other similar designation manifesting intent that the information is confidential.
5. The restrictions set forth in this Agreement on the use or disclosure of Confidential Information shall not apply to any information which:
 - a) is independently developed by the Recipient; or
 - b) has become generally available to the public; or
 - c) at the time of disclosure to the Receiving Party was rightfully known to such party or its affiliated companies free of restriction as evidenced by documentation in its possessions; or
 - d) the Disclosing Party agrees in writing to waive such restrictions; or
6. Each Party shall use Confidential Information of the other Party which is disclosed to it only for the purpose of the Assigned Work in terms of this Agreement and shall not disclose such Confidential Information to any third party, without the Disclosing Party's prior written consent.
7. However, each Party shall be permitted to disclose the Confidential Information to its employees on a need-to-know basis provided that such employees are informed about the confidential nature of the information being shared and obligations of non-disclosure attached to such information and have

Empanelment of Chartered Engineer for SMDI

also signed agreements that obligate them to treat Confidential Information as required under this Agreement.

8. The Receiving Party shall not commercially use or disclose any Confidential Information or any materials derived therefrom to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to have access to and knowledge of the Confidential Information solely for the Assigned Work. The Receiving Party may disclose Confidential Information to consultants only provided however that, the appointment / engagement by Receiving Party of such affiliates, consultants, advisors and such other persons, shall incorporate non-negotiable confidentiality provisions no less restrictive than as set out in this Agreement in their appointment / engagement letters to be issued by the Receiving Party. The Receiving Party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing Party's Confidential Information in violation of the terms of this Agreement.
9. M/s may share such confidential information with its employees on a need-to-know basis provided that such employees are informed about the confidential nature of the information being shared and obligations of non-disclosure attached to such information.
10. The Parties agree that during the existence of the term of this Agreement, neither Party shall solicit directly or indirectly the employees of the other Party.
11. Return of Confidential Information: Within fifteen (15) business days following written request from the Disclosing Party, the Receiving Party will deliver to the Disclosing Party all tangible copies of the Confidential Information, including but not limited to magnetic or electronic media containing the Confidential Information, note(s) and paper(s) in whatever form containing the Confidential Information or parts thereof, and any copies of the Confidential Information in whatever form. The Disclosing Party, at its sole option, may request in writing that the Receiving Party destroy all copies of the Confidential Information. If the Disclosing Party requests that such Confidential Information be destroyed, the Receiving Party will destroy the Confidential Information and, within ten (10) business days of the notice from the Disclosing Party to destroy the Confidential Information, will certify in writing to the Disclosing Party that the Confidential Information has been completely destroyed. The Receiving Party shall also certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.
12. The term of this Agreement shall be effective from the date of its execution mentioned hereinabove by both Parties and shall continue to be in force even after the completion of Scope of Work and submission of final report by the Audit Firm.
13. The authorised representatives from M/s shall be as under: –
 - a. _____
 - b. _____

Empanelment of Chartered Engineer for SMDI

14. Any dispute, controversy or claim arising out of or relating to this Agreement shall be referred to and finally resolved by arbitration in accordance with the Indian Arbitration and Conciliation Act 1996 for the time being in force. The seat of Arbitration shall be New Delhi and there shall be three arbitrators; each party shall appoint one arbitrator, and the two arbitrators shall appoint the third arbitrator who will act as the Presiding Arbitrator; the language of the arbitration shall be English. The parties undertake to be bound by and implement the arbitration award. This letter and the Terms shall be governed by and construed in accordance with the laws of India.
15. This Agreement constitutes the entire understanding between the Parties hereto as to the information and merges all prior discussions between them relating thereto. No amendment, supplement, modification or clarification to this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of each of the Parties by their respective authorised officers or representatives. The Agreement may be executed in counterparts. This Agreement, and its terms and provisions, shall be binding upon, and ensure to, the benefit of the Parties, their successors, administrators, executors and assigns, except as otherwise provided herein. This Agreement will come into effect upon both parties signing this agreement
16. The Parties agree that the provisions of this Agreement shall be governed by the laws of India.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date set forth above.

For and on behalf of

For and on behalf of

<p>“LSSSDC”</p> <p>By: _____</p> <p>Name:</p> <p>Designation:</p> <p>Date:</p>	<p>“M/s”</p> <p>By: _____</p> <p>Name:</p> <p>Designation:</p> <p>Date:</p>
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Empanelment of Chartered Engineer for SMDI

Annexure IV –: General Agreement

(To be executed on a non-judicial stamped paper of requisite value)

AGREEMENT

This Agreement is made and executed at New Delhi on this ____ day of _____ 2022 by and between

The Life Sciences Sector Skill Development Council (LSSSDC), established under the aegis of the Ministry of Skill Development and Entrepreneurship, Government of India, is a not-for-profit organization focused on skill development and capacity building in the life sciences sector, including pharmaceuticals, biotechnology, and medical devices having its corporate office at **14, Palam Marg, Rear 2nd Floor, Vasant Vihar, New Delhi – 110057** (hereinafter referred to as ‘LSSSDC’ or ‘Disclosing Party’, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns), of the **FIRST PART**.

AND

_____, *Individual/Sole Proprietorship Firm, Partnership Firm/Limited Liability Partnership, Company a registered under the Companies Act, 2013* having its registered office at

_____, hereinafter called “**Chartered Engineer**” (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include its successors and assigns) of the **SECOND PART**

LSSSDC and the Chartered Engineer shall hereinafter, where the context so permits, be referred individually as a “Party” and collectively as the “Parties”

WHEREAS

a) LSSSDC has been appointed as **Project Management Agency (PMA)**/ Service Provider by Department of Pharmaceuticals for managing various Sub Schemes under Strengthening of Medical Device Industry Scheme (hereinafter referred to **Scheme**). In the process of Assessment of Investment done by the Approved Applicants who have applied under various Sub-Schemes under SMDI, LSSSDC had decided to empanel Chartered Engineers for Assessment of Investment as per the Scheme Guidelines and accordingly issued a Request for Proposal (EOI) vide Advertisement dated ____ for the empanelment of Chartered Engineer detailing the broad scope of work and the eligibility criteria.

c) Subsequently, LSSSDC had received Applications from various Chartered Engineers, who have fulfilled the eligibility criteria and submitted all relevant documents as per the **EOI**. LSSSDC has since

Empanelment of Chartered Engineer for SMDI

issued Empanelment letter No _____ dated _____ to the **Chartered Engineer of the Second Part.**

d) The Empanelment letter dated _____ issued by LSSSDC to the **Chartered Engineer**, and the **EOI** dated _____ shall be deemed to be a part and parcel of this Agreement and annexed hereto to be read as if specifically incorporated herein. In case of inconsistency between any of the agreements, the terms of the Work Order issued by LSSSDC to the **Chartered Engineer** shall prevail for all intents and purposes.

NOW THE PARTIES ARE DESIROUS OF FORMALIZING THE TERMS AND CONDITIONS AND THEREFORE THE PARTIES HEREBY ACKNOWLEDGE, AGREE AS FOLLOWS:

A) PURPOSE OF THE ASSIGNMENT

The **Chartered Engineer** is empanelled by LSSSDC to carry out the assignment of assessment of the Investment of the Applicant company for the approved project under SMDI Scheme and is required to submit the report as per the Scheme Guidelines and the format prescribed under the respective Scheme. The Chartered Engineer's report shall be objective, based on facts and figures and supported by necessary evidence/papers.

B) TENURE

The Chartered Engineer is empanelled by LSSSDC and is in the list of 'Approved Panel of Chartered Engineers for SMDI Scheme for a period of 2 (two) years from the date of empanelment or till next revision, subject to satisfactory performance to be reviewed at the discretion of LSSSDC.

C) CORPORATE ORGANISATION AND AUTHORISATIONS

The Chartered Engineer is:

- a) duly organized and validly existing entity incorporated under the laws of India;
- b) as of the date hereof the Chartered Engineer is Individual/Sole Proprietorship Firm, Partnership Firm/Limited Liability Partnership, Company

Empanelment of Chartered Engineer for SMDI

- c) has the power and authority to, (i) perform the aforesaid work in which it is engaged or proposed to be engaged; and (ii) execute, deliver, consummate the transactions and perform its obligations contemplated under this Agreement to which it is a party.
- d) has taken all necessary corporate and other actions to authorize the execution, delivery and performance by it of work proposed to be undertaken by it under the Engagement letter and each of such actions is in full force and effect.

D) CONFLICT OF INTEREST

The Chartered Engineer shall not have had or have any commercial dealings with the company whose Investment is being assessed, at least 2 years before or after/ from the date of undertaking the aforesaid Assessment of Investment.

The Chartered Engineer shall at the time of accepting the assignment or subsequently during the working on the proposed assignment disclose any area/cases where there is a Conflict of Interest. Failure to disclose areas/cases where there is a Conflict of Interest shall tantamount to a breach of this Agreement and LSSSDC shall have the recourse to legal remedies.

E) SCOPE OF WORK

The scope of work of the Chartered Engineer would include independent Assessment of Investment incurred by a company and furnish a Certificate as per the stipulations under the respective Scheme Guidelines and as per the work order issued under respective Schemes.

F) SUBMISSION OF REPORT

- i) The Chartered Engineers' report shall be furnished within the timelines stipulated and, in the format prescribed under the Scheme Guidelines/ by LSSSDC Ltd.
- ii) The Chartered Engineer shall scrutinize the assets/ property technically and examine all technical sanctions required from the local authorities, permissions of building plan, town planning department clearance, environmental certificate ascertained and obtained, if necessary. In the case

Empanelment of Chartered Engineer for SMDI

of plant, labs, equipment's & machinery, the invoices, certificate of inspection from the respective government authorities, logbook etc. shall be verified at the time of taking stock of inventory.

- iii) The Chartered Engineer shall mention the date from which the plant, labs, equipment's & machinery has been put in use for commercial operation along with documentary proof like first GST invoice issued by the company.
- iv) The Chartered Engineer shall assess that the project is as per the approval in the respective Scheme.
- v) The Chartered Engineer shall maintain utmost secrecy of the assignment and shall not use LSSSDC's name, symbol in their letterheads, sign boards, nameplates etc.
- vi) The Chartered Engineer shall not mention or otherwise use the name or trademark of the Client or its affiliates in any publication, press release, promotional material or other form of publicity without the prior written consent of LSSSDC.

The above list is only indicative and not exhaustive and LSSSDC shall have a right to seek any other information as and when desired in connection with the Applicant company as well as the methodology adopted to arrive at the Assessment of Investment. The format of the certificate to be submitted by the Chartered Engineer shall be prescribed separately for each work order under the respective schemes and the Chartered Engineer shall submit the report strictly adhering to the format prescribed under each Scheme Guideline.

G) ADDITIONAL UNDERTAKING

In pursuance of LSSSDC issuing the Empanelment letter dated _____ issued by LSSSDC, the **Chartered Engineer**, hereby declares, confirms, and undertakes as under:

- a) That the particulars furnished in the Application dated ____ submitted to LSSSDC are true to the best of our knowledge and belief, and any incorrect information furnished may lead to cancellation of my/our application for empanelment with LSSSDC.

Empanelment of Chartered Engineer for SMDI

- b) That the empanelment shall be at the discretion of LSSSDC as per requirement and LSSSDC has a right to reject our application without assigning any reasons thereof.
- c) That we shall submit the reports as per standard formats prescribed under respective Scheme Guidelines/ stipulated by LSSSDC Ltd with correct and full information and without negligence;
- d) That we shall abide by all the terms & conditions stated herein as well as other terms & conditions prescribed by LSSSDC from time to time;
- e) That we understand that Empanelment as such does not guarantee award of assignments by LSSSDC and that Empanelment is subject to review by LSSSDC;
- f) That LSSSDC reserves the right to delete/cancel the empanelment/ abstain from awarding future assignments without prior notice or assigning any reasons whatsoever and that we fully understand that LSSSDC at any point of time may discontinue the empanelment without giving any reasons, to this effect, and we shall not raise any objection.
- g) That the Assessment of Investment shall be conducted on the basis of accepted principles as also the criteria/terms of reference specified by LSSSDC from time to time;
- h) That the Chartered Engineers report shall reveal true & fair assessment keeping in view the market conditions and the report shall be submitted in the prescribed format under respective Scheme Guidelines.
- i) That we shall maintain secrecy of the business allotted by LSSSDC;
- j) That we shall not disclaim liability for our expertise or deny strict principles of duty of care, and prudence except to the extent that the assumptions are statements of fact provided by the company and not generated by us.

Empanelment of Chartered Engineer for SMDI

- k) That we shall not enter into any financial transaction with the Applicants approved under the Scheme to the detriment of LSSSDC's interest;
- l) That under no circumstances shall we use the name or logo of LSSSDC in our correspondence with any other institution/ agency;
- m) That in case of any wrong certification whether detected in the present or in the future we hereby consent that LSSSDC may take steps as deemed fit;
- n) That we undertake to keep LSSSDC informed of any events or happenings which would render me ineligible for empanelment as a Chartered Engineer;
- o) That we have not concealed or suppressed any material information, facts and record and have made a complete and full disclosure;
- p) That we shall strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988";
- q) That we have not been convicted of any offence and sentenced to a term of imprisonment;
- r) That we confirm that in all cases where we are empanelled with other Banks/ Government organisations, we have neither been removed from the panel nor blacklisted.
- s) That we have not been convicted or found guilty of misconduct in professional capacity neither have we been declared an undischarged insolvent;
- t) That we have not been convicted of an offence connected with any proceeding under the Income Tax Act 1961, Wealth Tax Act 1957, Gift Tax Act 1958, Customs Act 1962, Central Excise Act 1944 or CGST Act 2017.

Empanelment of Chartered Engineer for SMDI

- u) That we shall not sub-contract the assigned work in case of award of the assignment to us by LSSSDC nor abstain from taking onus of the work submitted by us.
- v) That we shall not deal in securities of any subject company after any time when he/it first becomes aware of the possibility of his/its association with the assessment, and in accordance with the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 or till the time the report becomes public, whichever is earlier.
- w) That we as an independent Chartered Engineer, shall not charge success fee.
- x) That we shall indemnify LSSSDC against any losses, costs, claims, actions, demands, risks, charges, expenses, damages arising in any manner howsoever that arise due to reliance placed on our averments, representations, warranties, undertakings etc. without any protest or demur.
- y) That we while respecting the confidentiality of information acquired during the course of performing professional services, shall maintain proper working papers for a period of 10(Ten) years, for production before a regulatory authority or for a peer review. In the event of a pending case before the Tribunal or Appellate Tribunal, the record should be maintained till the disposal of the case. That we shall also abide by all the clauses of the NDA dated ____ submitted to LSSSDC.
- z) That we agree and undertake pursuant to this agreement to execute all documents, deeds, writings, and papers as may be necessary to give effect to this agreement and as and when called upon to do so by LSSSDC.

H) AMENDMENTS.

No amendment or waiver of any provision of this Agreement shall in any event be effective unless the same be in writing and signed by both the Parties i.e. LSSSDC and the Chartered Engineer and such amendment, waiver or consent shall be effective only in the specific instance and for the specified purpose for which it was given.

I) JURISDICTION

This Agreement shall be governed and construed in accordance with laws of India and courts of New Delhi, India or such other court at the discretion of the LSSSDC shall have jurisdiction over the matter/dispute arising out of this Agreement.

Empanelment of Chartered Engineer for SMDI

J) NOTICE

Any notice to be given by any Party under this Agreement shall be in writing. Such notice or request shall be deemed to have been given or made when it shall be delivered by hand, by e-mail, mail or fax to the party to which it is required/permitted to be given or made at the registered office of the Parties.

IN WITNESS WHEREOF the parties hereto have put their respective hands seal to this Agreement on the day, month and the year first herein above written.

Signed and Delivered by the within-named
Chartered Engineer

Signed and Delivered by the within-named
LSSSDC

Empanelment of Chartered Engineer for SMDI

Annexure – V: Declaration: No Ownership or Control of LSSSDC Directors/ Employees (or relatives)

(On letterhead of the respondent)

DECLARATION-CUM-CERTIFICATE

TO WHOM SO EVER IT MAY CONCERN

This is to certify that (Name of respondent)/ (name of Company) and its directors/(name of Partnership Firm) and its partners/ (name of LLP) and its designated and other partners is/are not a related party to LSSSDC as per the provisions of Companies Act 2013.

Name:

Designation:

Date:

Empanelment of Chartered Engineer for SMDI

Annexure – VI: Terms of Engagement for Empanelment of Chartered Engineers

Engagement of the CEs for verification on the following terms:

- CE shall be identified based on the location of the assets;
- The beneficiary shall engage the CE for verification of the assets;
- The CE shall visit the location for verification assignment and complete the same in coordination with the beneficiary;
- After completion of the verification, the CE shall submit the report in the prescribed format directly to LSSSDC;
- Confidentiality and Non-Disclosure – the CE shall maintain confidentiality of the work being undertaken and shall not disclose information to any other person other than the person who has issued the assignment letter to the CE.
- The CE shall ensure that the employees of his organization also follow the policy of confidentiality and non-disclosure.
- The CE shall complete the assignment within the stipulated time period as agreed to - The CE shall not sub-contract the work to any other CE but shall carry out the work himself.
- All communications between the LSSSDC and the CE shall be in writing / e-mail.