



**CENTRE FOR POLICY & GOOD
GOVERNANCE**
*(An Autonomous Society of the Government of
Uttarakhand)*

REQUEST FOR PROPOSAL

**For Selection of Consultant for Setting up Project
Management Unit (PMU)
at Centre for Policy and Good Governance, Dehradun**

Tender notice no –

Submission of tender document : 15/01/2018 at 1300 Hrs.

Opening of tenders : 15/01/2018 at 1600 Hrs.

Visit us on www.spc.uk.gov.in

DISCLAIMER

The information contained in this Request for Proposal document (“**RFP**”) or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Centre for Policy & Good Governance, Government of Uttarakhand (Authority) or any of their employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant 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 RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise, however caused arising from reliance of any Applicant upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

SECTION – 1 : INVITATION AND SCHEDULE OF BIDDING PROCESS

- 1.1. In order to achieve development goals, Uttarakhand government has set up a think tank in the state on the lines of the NITI Aayog with the objective of bringing together experts from various domains under a single roof. The aim behind setting up the body was to put in place "a robust and balanced approach to policy-making for all departments. This Think Tank was set up by Government of Uttarakhand and is called Uttarakhand State Centre for Public Policy and Good Governance (CPG). The think tank will help the State Government in improving research and analytics for preparing a better planning and policy framework. It would act in a similar way for the State Government as the Niti Aayog functions for the Central Government. With such considerations CPG intends to setup a Project Management Unit (PMU) at Centre, with support from a professional agency of national repute, in order to improving its domain knowledge/ expertise, and for strengthen its capacity to handle its above stated works.
- 1.2. CPG intends to select and appoint a **Project Management Unit (PMU)**, for deployment of personnel with specific skills and experience through this RFP for providing the services as described in the scope of services in this RFP. The broad scope of work of the PMU shall inter alia but limited to,
- (i) To select and prioritize the projects in the state,
 - (ii) To coordinate with the relevant ministries of Government of India for projects being funded by it, and coordination with the stakeholder departments for such projects,
 - (iii) To coordinate with various funding agencies for projects funded by external agencies, bilateral and multi-lateral agencies.
 - (iv) To prepare development, sectoral, short term, long term and strategic Plans
 - (v) To develop and address the monitoring and evaluation framework of Government Schemes
- 1.3. The PMU is intended to be a self-sufficient team of executives and support staff with skills and experience commensurate with the task requirements. The minimum requirement of the personnel is given in '**Consultant Team Requirements**'.
- 1.4. **Bidding Schedule**
CPG would endeavor to adhere to the following schedule:

Event Description	Scheduled Date
Last date of receiving query	Upto the date of the Pre-proposal conference
Pre-proposal conference	05.01.2018 at 1500 Hrs
Proposal Due Date (PDD) and time (i.e. last date and time of receiving Proposals)	15.01.2018 at 1300 Hrs
Opening of Technical Proposals	On Proposal Due Date at 1600 Hrs
Technical Presentation	Shall be intimated later
Opening of Financial Proposals	Shall be intimated later
Validity of Proposals	180 days of Proposal Due Date

1.5. **Pre-Proposal Conference**

The date, time and venue of Pre-Proposal Conference shall be as indicated above at Conference Hall, Planning Department, State Secretariat, Dehradun, Uttarakhand.

1.6. Communications

1.6.1. All communications including the submission of Proposal should be addressed to:

ATTN. OF: **Chief Executive Officer,
Uttarakhand State Centre for Public Policy and Good
Governance,
State Secretariat, Bishwakarma Bhawan
Room No 424, Subhash Road
Govt. of Uttarakhand, Dehradun**

TEL NO: 0135-2650193
E-MAIL: ceo.cpg.uk@gmail.com

1.6.2. All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:

**"SELECTION OF CONSULTANT FOR SETTING UP PROJECT MANAGEMENT UNIT
(PMU) AT UTTARAKHAND STATE CENTRE FOR PUBLIC POLICY AND GOOD
GOVERNANCE, DEHRADUN"**

SECTION - 2 : INSTRUCTIONS TO APPLICANTS

2.1. Each Applicant shall submit a maximum of one (1) Proposal for the Assignment, in response to this RFP document. Any Applicant, who submits more than one Proposal for the Assignment shall be disqualified.

2.2. Bid process

- (i) CPG intends to adopt a **Quality cum Cost Based Selection (QCBS)** single stage bidding process for selection of the firm for PMU for this Assignment. The Proposal would be evaluated on the basis of the evaluation criteria set out in this RFP document in order to identify the successful Applicant ("Successful Applicant"). The Successful Applicant is required to enter into a Consultancy Agreement with CPG and the draft of the same is set out in **Appendix J**.
- (ii) At any time prior to the Proposal Due Date, CPG may, for any reason, whether at its own initiative or in response to clarifications requested by any Applicant, modify the RFP document by the issuance of Addenda, or amendment.
- (iii) The Proposal shall remain valid for a period not less than 180 days from the Proposal Due Date (Proposal Validity Period). CPG reserves the right to reject any Proposal, which does not meet this requirement.

2.3. Minimum Eligibility Criteria

- (i) The applicant shall be a company incorporated under the Indian Companies Act.
- (ii) The applicant's average annual turnover must be at least INR 10 Crores (Rupees Ten Crores Only) in last three financial years (**FY 2016-17, 2015-16, 2014-15**). A certificate from Chartered Accountant must be accompanied specifying turnover.
- (iii) The company should have been providing consultancy services at least for **last 10 years** in India, preceding the PDD (Proposal Due Date).
- (iv) The Applicant should have provided or providing **programme management support** to any Central/State Governments/Agencies/Departments or government-owned Corporations: minimum 1 project in the last 5 years.

Note:

- (i) All above information should be supported by either a chartered accountant certificate or client certificate.
- (ii) The bidder shall be a single entity. Consortium, academic and voluntary organizations are not eligible to participate in the selection process under this RFP.

2.4. Opening of Technical proposal

In this stage, only the envelopes containing technical proposals of the bidders will be opened and screened for eligibility and only eligible proposals will be evaluated.

2.5. Earnest Money Deposit (EMD)

- 2.5.1. Proposal should necessarily be accompanied by Earnest Money Deposit of an amount of Rs.10,000/- (Rs. Ten Thousand only) in the form of a Demand Draft in favour of **Chief Executive Officer, Uttarakhand State Centre for Public Policy and Good Governance** of any scheduled bank, payable at Dehradun.
- 2.5.2. EMD shall be returned to the unsuccessful Applicants within a period of two (2) weeks from the date of signing of Consultancy Agreement between the authority and the Successful Applicant. EMD submitted by the Successful Applicant shall be released upon completion of one month of providing services after actual deployment of all resources.
- 2.5.3. EMD shall be forfeited in the following cases:
- i. if any information or document furnished by the Applicant is found to be misleading or untrue in any material respect; and
 - ii. If the successful Applicant fails to execute the Consultancy Agreement within the time, stipulated in the Letter of Award or any extension thereof provided by the authority.

2.6. **Clarifications**

A prospective Applicant requiring any clarification on the RFP document may notify the authority in writing to the address as specified in the RFP. The applicants should send in their queries latest by the **Last Date for Receiving Queries** mentioned in the Schedule of Bidding Process. The Authority may, on its own discretion, may forward its responses to all the Applicants. Responses would include a description of the enquiry without identifying its source at its sole discretion.

2.7. **Format and Signing of Proposal**

The Applicant is required to provide all the information as per this RFP document. CPG shall evaluate only those proposals that are received within the time and in the required format and are complete in all respects. Each Proposal shall comprise the following:

2.8. **Details of submissions:**

2.8.1. **Part I Submission**

- a. Covering letter in the format set out in **Appendix A**
- b. Details of the Applicant in the format set out in **Appendix B**
- c. Power of Attorney as per **Appendix C**, authorising the signatory of the Proposal to submit the proposal.
- d. Technical Proposal comprising
 - i. Project descriptions in the format set out in **Appendix D1 and Appendix D2**, with supporting proof
 - ii. Approach and methodology in **Appendix E**
 - iii. Qualification and competence of Project Coordinator and expert team of the Applicant- **Appendix F1**

- iv. CVs of the Project Coordinator and expert team of the Applicant- **Appendix F2**
- v. Financial capability of the applicant in **Appendix G**

2.8.2. **Part II Submission**

- a. Financial proposal in the format as set out in **Appendix H**
 - b. The Financial Proposal shall be quoted as a lump sum fixed monthly amount which shall be payable to the consultant for the PMU under the agreement. It shall be inclusive of
 - i. The expenses of the experts and personnel to be deployed in the authority and
 - ii. All other expenses and profit/service charges of the organisation
 - c. The Financial Proposal shall be exclusive of
 - i. Cost of travelling, communication, for project purposes for the deployed personnel under the PMU.
 - ii. Cost of office space, furniture, internet connection, printer, which will be provided to the PMU by CPG.
 - iii. All consumables for operation of the PMU, in terms of papers, stationary, ink / cartridge for printers, photocopy and fax machines, power connection, water etc. which shall be provided by CPG.
 - d. Financial Proposal shall not include GST, Cess, Surcharge levied on such services which shall be reimbursed by the authority at then prevailing rate. Income tax as applicable shall be deducted at source from every payment towards fees.
 - e. CPG shall bear the entire cost of any training program conducted and also for external experts/trainers etc.
- 2.9. The Applicant shall bind and seal the Part I Submission and the Part II Submission separately in two envelopes, duly marking the envelopes as **"PART I SUBMISSION"** and **"PART II SUBMISSION"**. These envelopes shall then be sealed in a single outer envelope.
- 2.10. The Applicant shall prepare (1) one original in hard copy and (1) duplicate of the Proposal in soft version on CD in PDF format clearly marked "ORIGINAL" (Hard Copy) and "Soft Copy" respectively. In the event of any discrepancy between the original and the soft copy, the original shall prevail.
- 2.11. The original Proposal shall be typed or written in indelible ink and each page shall be initialed by the authorised signatory of the Applicant. All the alterations, omissions, additions, or any other amendments made to the Proposal shall also be initialed by the person(s) signing the Proposal.
- 2.12. **Sealing and Marking of Proposal**
- 2.12.1. The Applicant shall seal the original and soft copy of the Proposal in separate envelopes, duly marking the envelopes as "ORIGINAL" and "SOFT COPY". The envelopes shall then be sealed in a single outer envelope.

- 2.12.2. Each of the envelopes, both outer and inner, must be super scribed with the following information:
- a. Name and Address of Applicant
 - b. Contact person and phone numbers
 - c. **Name of Project: "Selection of Consultant for Project Management Unit for Uttarakhand State Centre for Public Policy and Good Governance, Government of Uttarakhand, Dehradun"**
- 2.12.3. If the envelope is not sealed and marked as instructed above, CPG assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and such Proposal, may, at the sole discretion of the authority, be rejected.
- 2.12.4. The Applicant is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of RFP shall be at the Applicant's own risk.
- 2.12.5. It shall be deemed that prior to the submission of the Proposal, the Applicant has:
- a. made a complete and careful examination of terms and conditions / requirements, and other information as set forth in this RFP document;
 - b. received all such relevant information as it has requested from the authority; and
 - c. made a complete and careful examination of the various aspects of the Projects for which the consultancy services are to be provided.
- 2.12.6. CPG shall not be liable for any mistake or error or neglect by the Applicant in respect of the above.
- 2.12.7. Bids from single entity shall only be considered for evaluation. Bidding in consortium shall not be allowed.
- 2.13. Proposal Due Date**
- 2.13.1. Proposals should be submitted within the time as mentioned in the Schedule of Bidding Process, at the address and in the manner and form as detailed in this RFP document. Proposals submitted by either facsimile transmission or telex will not be accepted.
- 2.13.2. The Authority may, at its sole discretion, extend Proposal Due Date by issuing a corrigendum.
- 2.14. Opening of Proposals and Clarifications**
- 2.14.1. CPG would open the **Part I** Submission of the Proposals on or any earliest convenient working day after the Proposal Due Date for the purpose of evaluation. The **Part II** Submission of the short listed Applicants shall be opened after intimation of the date, time and venue of such opening in presence of Applicants or their representatives, who choose to remain present.

- 2.14.2. The Authority reserves the right to reject any Proposal not submitted on time and/or which does not contain the information/documents as set out in this RFP document.
- 2.14.3. To facilitate evaluation of Proposals, the authority may, at its sole discretion, seek clarifications in writing from any Applicant regarding its Proposal.

SECTION - 3 : EVALUATION

- 3.1 The criteria for eligibility, qualification, evaluation and selection of Applicants are set out in the RFP.
- 3.2 As part of the evaluation, the Part I Submission shall be checked for responsiveness with the requirements of the RFP and only those Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this RFP document.
- 3.3 The Part I Submission would be considered to be responsive if it meets the following conditions:
- a. it is received by the Proposal Due Date including any extension thereof.
 - b. it is signed, sealed and marked as stipulated in the RFP document.
 - c. it contains all the information and documents including EMD as requested in the RFP.
 - d. it contains information in formats specified in this RFP.
 - e. it provides information in reasonable detail. ("Reasonable Detail" means that, but for minor deviations, the information can be reviewed and evaluated by the authority without communication with the applicant). The authority reserves the right to determine whether the information has been provided in reasonable detail.
 - f. There are no inconsistencies between the Proposal and the supporting documents.
- 3.4 A Proposal that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one:
- a. which affects in any substantial way, the scope, quality, or performance of the Assignment, or
 - b. which limits in any substantial way, the proposal the authority's rights or the Applicant's obligations under the Agreement, or
 - c. which would affect unfairly the competitive position of other Applicants presenting substantially responsive Proposals.
- 3.5 The responsive Proposals shall be evaluated as per the criteria set out in the RFP.
- 3.6 Quality Cost Based Selection (QCBS) method would be adopted for selection of Consultant for the Assignment, which has been more fully described in this RFP document. The highest scored Applicant would be declared as the Preferred Applicant. The authority may accept the Proposal of the Preferred Applicant with or without negotiations.
- 3.7 In case there are two or more Applicants obtaining the highest Composite Score, the authority may in such case call all such Applicants for negotiations and select the Preferred Applicant on the outcome of the negotiations. The selection in such cases shall be at the sole discretion of the CPG.
- 3.8 CPG reserves the right to reject any proposal, if:
- a. at any time, a material misrepresentation is made or discovered; or
 - b. the Applicant does not respond promptly and diligently to requests for supplemental information required for the evaluation of the Proposal.

3.9 Notwithstanding anything contained in this RFP, CPG reserves the right to accept or reject any Proposal, or to annul the bidding process or reject all Proposals, at any time without any liability or any obligation for such rejection or annulment.

3.10 Proposal Evaluation: Part I Submission

3.10.1. The Part I Submission of the Proposal would first be checked for responsiveness with the requirements of the RFP (Stage I Evaluation).

3.10.2. The evaluation of the Part II Submission would be taken up only after the contents of the Technical Proposal are found to meet the requirements of this RFP. The authority reserves the right to reject the Proposal of a Applicant without opening the Part II Submission if, in its opinion, the contents of Part I Submission are not substantially responsive with the requirements of this RFP.

3.10.3. The Technical Proposal would be evaluated on the various aspects set out in the RFP. As part of the evaluation of the Technical Proposal, the authority may also request the Applicant to submit clarifications.

3.11 Scoring Methodology: Technical Proposal

3.11.1 The total maximum point for evaluation of Technical Proposal is 100 marks.

3.11.2 The proposals submitted by the consultants would be evaluated and scores would be assigned based on the parameters set out in the table below:

(i) **Opening of Technical proposal and evaluation:**

In this stage, only the envelopes containing technical proposals of the bidders will be opened and screened for eligibility and only eligible proposals will be evaluated on the basis of the following score card:

Table: 1

SN	Evaluation criteria	Scoring methodology	Maximum Marks
1.	Firm's Experience		40
A.	Experience in providing consultancy services at least for last 10 years in India, preceding the PDD (Proposal Due Date)	10 years' experience = 5 marks > 10 years' experience : 1 mark is assigned to each additional year of experience subject to maximum of 5 marks	10
B.	Experience in providing programme management support to any Central/State Governments/Agencies/Departments or Corporations in the last 10 years	1 Eligible Assignment = 5 > 1 Eligible Assignment = 1 marks is assigned to each additional projects subject to maximum of 10 marks	10
C.	Experience in successful PPP project advisory leading to signing of concession agreements for	3 Eligible Assignment = 5 > 3 Eligible Assignment = 1 marks is assigned to each additional projects	10

SN	Evaluation criteria	Scoring methodology	Maximum Marks
	projects in India with minimum project cost of Rs. 200 Cr. in the last 5 years	subject to maximum of 5 marks	
D.	Experience in providing Capacity building services to any Central Ministry/State Government department/under external funding agencies in India and outside in the last 5 years	2 Eligible Assignment = 5 > 2 Eligible Assignment = 1 marks is assigned to each additional projects subject to maximum of 5 marks	10
2.	Approach & methodology		20
A.	Description of technical approach and methodology	Understanding of the project, based on the description of approach and methodology	20
3.	Team Composition		40
A.	Evaluation of Team as per minimum criteria set out	As per Table-2 below	40
Total			100

Table 2

S.No	Description	Minimum Qualification	Experience Profile	Score
1	Team Lead – cum- Project Coordinator	Graduate – Engineering/ Economics Post graduate- Management with at least 10 years experience	Past experience would be evaluated on the basis of following <ul style="list-style-type: none"> • Team Lead • Working in PMU • PPP project transactions • Policy formulation • Capacity Building • Experience in Hill State: at least 3 years 	10
2	Finance/PPP Expert	Post graduate- Management/ CA/Commerce With at least 8 years experience	Past experience would be evaluated on the basis of following <ul style="list-style-type: none"> • Working in PMU • Financial analysis • PPP project transactions • Capacity Building • Experience in Uttarakhand : at least 3 years 	6
3	Infrastructure Expert	Post Graduate – Civil Engineering with at least 10 years experience	Past experience would be evaluated on the basis of following <ul style="list-style-type: none"> • Project monitoring and supervision • Working on government/multi-lateral funded projects • Experience in Hill State: at least 3 	6

S.No	Description	Minimum Qualification	Experience Profile	Score
			years	
4	Agriculture Expert	Post Graduate – Agriculture with at least 10 years experience	Past experience would be evaluated on the basis of following <ul style="list-style-type: none"> • Project monitoring and supervision • Working on government/multi-lateral funded projects Experience in Hill State: at least 3 years	6
5	Social Development Expert	Post Graduate – Masters in Social Development with at least 10 years experience	Past experience would be evaluated on the basis of following <ul style="list-style-type: none"> • Project monitoring and supervision • Working on government/multi-lateral funded projects • Experience in Hill State: at least 3 years 	6
6	Human Resource Expert	Post Graduate – Business Law with at least 10 years experience	Past experience would be evaluated on the basis of following <ul style="list-style-type: none"> • Experience of formulating and implementing HR Policies in any Organisation • Experience of conducting soft skill and other HR training Programme • Experience of Government sector policies 	4
7	MIS expert	Graduate-IT with at least 5 years experience	Past experience would be evaluated on the basis of following <ul style="list-style-type: none"> • Project MIS reporting • Proficiency in MS Word, Excel, Power Point 	2

- (i) The Bidder is required to achieve a minimum score of 60 marks in their technical proposal.
- (ii) **Evaluation of Financial Proposal:** Only those Bidders whose Technical Proposals score at least 60 marks out of 100 shall qualify for further consideration, and shall be ranked from highest to the lowest on the basis of their technical score (ST) (“**Technically Qualified bidders**”).
- (iii) Financial bids of only the Technically Qualified bidders shall be opened for evaluation. Each Financial Proposal will be assigned a financial score (SF). For financial evaluation, the total cost indicated in the Financial Proposal will be considered. The Authority will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and liability to fulfil its obligations as per the TOR within the total quoted price shall be that of the Consultant. The lowest Financial Proposal (FM) will be given a

financial score (SF) of 100 points. The financial scores of other proposals will be computed as follows:

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

(F=amount of Financial Proposal)

(a) Combined and final evaluation

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

$$S = ST \times TW + SF \times FW$$

Where S is the combined score, and TW and FW are weights assigned to Technical Proposal and Financial Proposal that shall be 0.80 and 0.20 respectively.

- (iv) Selection of Successful Bidder: Final ranking of all proposals shall be done with weightage of 80:20. Weightage of 80% shall be given to technical competence and 20% to the fee quoted in financial proposal.

3.12 Evaluation of Adequacy of the proposed work plan and methodology in responding to the TOR setting out understanding and appreciation of the TOR and implementation approach

This will be evaluated from the 'proposed work plan and methodology', submitted by the bidders as part of their Technical Proposals and by evaluation of a presentation that will be delivered by the proposed Project Manager for the project. The presentation should cover the following aspects:

- i. Background and core competency of the organisation
- ii. Details of eligible project experiences
- iii. proposed work plan and methodology in responding to the TOR setting out understanding and appreciation of the TOR and implementation approach

It may be noted that only those bidders shall be invited for presentation who will qualify as eligible under the eligibility conditions mentioned in this RFP

3.13 Supporting documents to be submitted by the consultants

- i. The Applicant firms shall submit the signed and stamped copies of client certificates and agreements or work orders, showing the scope of services, time and duration of services in support of project experiences submitted against the eligibility conditions
- ii. The Applicant firms shall submit the audited financial statements of each of the applicable financial years in support of its financial capacity.

3.14 Award of Consultancy

- (i) In the event of acceptance of the Proposal of the Preferred Applicant with or without negotiations, the CPG shall declare the Preferred Applicant as the Successful Applicant. CPG will notify the Successful Applicant through a Letter of Acceptance (Loa) that its Proposal has been accepted.

- (ii) The Successful Applicant shall execute the Consultancy Agreement within one week of the issue of LoA or within such further time as the authority may agree to in its sole discretion. Failure of the Successful Applicant to comply with the requirement shall constitute sufficient grounds for the annulment of the LoA and forfeiture of the EMD. In such an event, the authority reserves the right to
- a. either invite the next best Applicant for negotiations; or
 - b. take any such measures as may be deemed fit in the sole discretion of the authority, including annulment of the bidding process.

The selected Project Management Unit shall, not later than 2 (two) months from the date of intimation of its selection as successful Applicant, get the CVs of the team members to be deployed in Dehradun approved from the CEO, CPG, sign the agreement for the PMU and deploy the team members in Dehradun. Provided that, the authority may personally interview the proposed personnel individually to approve their CVs. Provided that, if CV/s of team member/s is/are not approved, the personnel shall be changed and the CVs of other personnel/s of required education and experience shall be submitted by the consultant for approval. Provided further that in the event of any delay in signing the agreement on the part of the consultant or getting approval of CV of any member or delay in deployment of any team member, a time extension upto 30 days may be given, at the sole discretion of CPG.

**Covering Letter
(On the Letterhead of the Applicant)**

To,
Chief Executive Officer
Uttarakhand State Centre for Public Policy and Good Governance
Dehradun,
Government of Uttarakhand

Date:

Subject: Proposal for the Selection of Consultant for providing Project Management Unit for Uttarakhand State Centre for Public Policy and Good Governance, Uttarakhand.

Dear Sir,

Being duly authorised to represent and act on behalf of (hereinafter referred to as “the Applicant ”), and having reviewed and fully understood all of the Proposal requirements and information provided and collected, the undersigned hereby submits the Proposal on behalf of _____ (Name of Applicant) for the captioned Project with the details as per the requirements of the RFP, for your evaluation. We confirm that our Proposal is valid for a period of 180 days from the Proposal Due Date.

2. It is hereby agreed confirmed that -
- a. that notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal, we hereby represent and confirm that our Proposal is unqualified and unconditional in all respects and we agree to the terms of the proposed Agreement, a draft of which also forms a part of the RFP document provided to us.
 - b. that in the preparation and submission of our Proposal, we have not acted in concert or in collusion with any other Applicant or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

Yours faithfully,

For and on behalf of (Name of Applicant)
Duly signed by the Authorised Signatory of the Applicant
(Name, Title and Address of the Authorised Signatory)
Seal of the Applicant

Appendix B

**Details of Applicant
(On the Letter Head of the Applicant)**

1.
 - (a) Name of Applicant
 - (b) Address of the registered and corporate office(s)
 - (c) Date of incorporation and/or commencement of business
 - (d) Company Registration no.

2. Details of individual(s) who will serve as the point of contact / communication for the authority with the Applicant:
 - i. Name :
 - ii. Designation :
 - iii. Company/Firm :
 - iv. Address :
 - v. Telephone number :
 - vi. E-mail address :
 - vii. Fax number :
 - viii. Mobile number :

Note:

Notarised copies of following documents to be enclosed:

- i. PAN
- ii. Certificate of incorporation and commencement of business OR certificate of registration

**POWER OF ATTORNEY
(On Stamp paper of relevant value)**

Know all men by these presents, We.....(name and address of the registered office) do hereby constitute, appoint and authorize Mr / Ms..... (name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for selection of consultant for Project Management Unit for projects in Uttarakhand including signing and submission of all documents and providing information/responses to the authority in all matters in connection with our Proposal for the said Assignment.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Accepted

Signature)
(Name, Title and Address of the Attorney)
Date:

Dated this the _____ Day of _____ 2015
For _____
(Name and designation of the person(s)
signing on behalf of the Applicant)

Note:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid CPGn by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. Copy of such document should be submitted along with the power of Attorney.
2. Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

Appendix D1

Format for providing Technical Experience for services provided by the firm (in not more than 2 pages for each project, in the given tabular format only)

1	Project Name and Location	
2	Name and address of Client	
3	Brief Description of Project / assignment:	
4	Brief Description of Actual Services provided:	
5	Professional Staff Provided by the firm No. of Person Months :	
6	Name of Associated Firm(s) if any :	
7	Professional Staff provided by each of Associated Firm(s) a. Name of Associated Firm(s) b. No. of Person Months:	
8	Date of - a. commencement of advisory services b. completion of advisory services	
9	Project Cost (excluding the cost of land): (not applicable for policy advisory services)	
10	Present status of the assignment	

Signature of the Authorized Signatory
Seal of the firm

Appendix D2

Format for providing financial details for services provided by the firm for the project experiences submitted in Appendix D1

1	Project Name and Location	
2	Name and address of Client	
3	Brief Description of Project / assignment:	
4	Value of Services in Indian Rupees:	

Signature of the Authorized Signatory
Seal of the firm

This is to certify that the above information has been examined by us on the basis of relevant documents & other relevant information and the information submitted above is as per record and as per details of documents annexed herewith.

Signature, Address, Seal & Membership No. of Independent Auditor

Methodology Statement and Approach
(Not more than 2 pages)

Table to fill up the details of the proposed personnel with respect to the requirements mentioned in the RFP

S.No	Description	Minimum Qualification	Total Experience in years
1	Team Lead – cum- Project Coordinator		
2	Finance Expert		
3	Infrastructure Expert		
4	Agriculture Expert		
5	Social Development Expert		
6	Human Resource Expert		
7	MIS expert		

Note:

- i. The Minimum requirements have been provided, against which the Applicant should provide the actual information in the above format
- ii. Please attach the curriculum vitae of the above personnel, duly signed by the personnel and by the Authorised Signatory

Appendix F2

Format of CV of the Project Coordinator and the in house expert team (from the head office of the Applicant)

- 1 Name:
- 2 Sex:
- 3 Date of Birth:
- 4 Contact / communication Address:
- 5 Permanent Address:
- 6 Mobile No.:
- 7 E-mail ID:
- 8 Present designation:
- 9 Present job responsibilities:
- 10 Numbers of persons reporting to at present:
- 11 Work Experience:

S. No.	Name of Firm	From date	To Date	Duration of service	Designation	Number of persons reporting	Job Description

12 Details of important projects:

S. No.	Name and location of Project	Name of client	Project details	Project structure / model	Name of Firm which provided services	Designation at that time	Year of services provided	Actual Services provided
1								
2								

13 Education Qualification:

S. No.	Name of Course / degree / qualification	Year of completion	% of Marks / OAGP obtained	Name of Institute	Name of board / university	Specialization, if any

14 Details of training availed:

S. No.	Name of Training	Details of training program	Year of training

15 Languages known:

S. No.	Name of language	Speak (Y/N)	Read (Y/N)	Write (Y/N)

16 Other details, if any, may be mentioned here

17 Certification by the Personnel:

This is to certify that the above details are true to best of my knowledge

Signature of the personnel

18 Certification by the Authorized Signatory of the applicant firm:

This is to certify that the above person is working with our firm as _____ [mention present designation] from _____ [mention the date], who will dedicated for the subject assignment for guiding, managing and supervising the team to be deployed, if selected.

Signature of the Authorized Signatory

Appendix G

Financial Capacity

The information regarding the turnover from consulting services in Last five years should be provided in the format below:

Financial year ended in	Turnover in INR Crores
FY 2014-15	
FY 2015-16	
FY 2016-17	
Average:	

Signature of the Authorized Signatory

This is to certify that the above information has been examined by us on the basis of relevant documents & other relevant information and the information submitted above is as per record and as per details of documents annexed herewith.

Signature, Address, Seal & Membership No. of Chartered Accountant

Format for Financial Proposal
(On the letterhead of the Applicant)

[Location, Date]

FROM: [Name of Consultant]

.....
.....
.....
.....

To
The Chief Executive Officer
Uttarakhand State Centre for Public Policy and Good Governance
Government of Uttarakhand
Dehradun

Dear Sir,

Sub: Selection of Consultant for Project Management Unit for Uttarakhand State Centre for Public Policy and Good Governance, Uttarakhand

- 1 We, the undersigned, having gone through this RFP document and Draft Consultancy Agreement and having fully understood the scope of services, as set out in this RFP document, offer to provide the consulting services for the above in accordance with your RFP. Our Financial Proposal for Project is for the sum of Indian Rupees..... (Amount in words and figure) per month. This amount is inclusive of all taxes and excluding GST. The said fees shall be escalated by 10% per annum at the beginning of each financial year. The first instance of escalation shall be pro-rated for the period commencing from the date of signing of agreement till March 31 for the succeeding year.
- 2 Our Financial Proposal shall be binding upon us, subject to any modifications resulting from contract negotiations, up to the expiration of the validity period of the Proposal, i.e. (Date).
- 3 This financial proposal covers remuneration for all the Personnel, accommodation, air fare, equipment, all overheads, out of pocket expenditures, profits, mentioned in the breakup of financial proposals. This Financial Proposal is without any condition.
- 4 We also understand that CPG shall provide the facilities and consumables as set out in Article 2.9.2 of the RfP.
- 5 We understand that Income Tax shall be deducted at source as per applicable laws
- 6 We understand that in case of difference in amount quoted in figures and words, the lower value would be considered for evaluation.

- 7 We undertake that in competing for and, if the award is made to us, in executing the above consultancy services, we will strongly observe the laws against fraud and corruption to force in India namely "Prevention of Corruption Act 1988" We understand that you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Seal of Firm:

Address

Appendix H-2

Breakdown of Financial Proposal

S.No	Description	Nos	Monthly Rate	Total Monthly Rate
Key Staff				
1	Team Lead – cum- Project Coordinator	1		
2	Finance Expert	1		
3	Infrastructure Expert	1		
4	Agriculture Expert	1		
5	Social Development Expert	1		
6	Human Resource Expert	1		
7	MIS expert	1		
GRAND TOTAL PER MONTH				

Roles, Responsibilities and Scope of Services of Project Support Consultant (PMU) and Minimum Qualification and Experience of personnel

1. Following will be the job descriptions of the PMU:
 - a) To assist various Departments in formulation of various policies
 - b) To assist various Universities, Educational Institute, Autonomous Entities, State and Central Government in formulation of policies, research and survey
 - c) Through various Department formulate policies by research
 - d) To maintain a list of projects under different categories
 - e) To prepare the development and sectoral, short term, long term & strategic plans
 - f) To develop and address the monitoring and evaluation framework of Government Schemes
 - g) To study all the various schemes of the GoI and overlay it in the context of Uttarakhand
 - h) Evaluate the possibilities of convergence across schemes so that projects are implemented in a holistic manner
 - i) Play the role of technical secretariat
 - j) Assist the CPG in monitoring the projects
 - k) To coordinate with the relevant ministries of Government of India for projects being funded by it, and coordination with the stakeholder departments for such projects,
 - l) To coordinate with various funding agencies for projects funded by external agencies, bilateral and multi-lateral agencies
 - m) Management Information System (MIS) – Design and implementation of an MIS and tracking of the same to enhance efficiency and decision making

2. Team

The PMU shall consist of the following Key Staff:

S.No	Description	Minimum Qualification	Experience Profile
1	Team Lead – cum-Project Coordinator	Graduate – Engineering/ Economics Post graduate- Management with at least 10 years experience	Past experience would be evaluated on the basis of following <ul style="list-style-type: none"> • Team Lead • Working in PMU • PPP project transactions • Policy formulation • Capacity Building • Experience in Hill State: at least 3 years
2	Finance Expert	Post graduate- Management/CA/ Commerce With at least 8 years experience	Past experience would be evaluated on the basis of following <ul style="list-style-type: none"> • Working in PMU • Financial analysis • PPP project transactions • Capacity Building • Experience in Uttarakhand : at least 3 years

S.No	Description	Minimum Qualification	Experience Profile
3	Infrastructure Expert	Post Graduate – Civil Engineering with at least 10 years experience	Past experience would be evaluated on the basis of following <ul style="list-style-type: none"> • Project monitoring and supervision • Working on government/multi-lateral funded projects • Experience in Hill State: at least 3 years
4	Agriculture Expert	Post Graduate – Agriculture with at least 10 years experience	Past experience would be evaluated on the basis of following <ul style="list-style-type: none"> • Project monitoring and supervision • Working on government/multi-lateral funded projects Experience in Hill State : at least 3 years
5	Social Development Expert	Post Graduate – Masters in Social Development with at least 10 years experience	Past experience would be evaluated on the basis of following <ul style="list-style-type: none"> • Project monitoring and supervision • Working on government/multi-lateral funded projects • Experience in Hill State: at least 3 years
6	Human Resource Expert	Post Graduate – Human Resource with at least 10 years experience	Past experience would be evaluated on the basis of following <ul style="list-style-type: none"> • Experience of formulating and implementing HR Policies in any Organisation • Experience of conducting soft skill and other HR training Programme • Experience of Government sector policies
7	MIS expert	Graduate-IT with at least 5 years experience	Past experience would be evaluated on the basis of following <ul style="list-style-type: none"> • Project MIS reporting • Proficiency in MS Word, Excel, Power Point

3. List of activities excluded from the scope of service of the personnel deployed under the PMU

The following activities shall not be within the scope of PMU:

- i. Preparation of tender documents, RFPs, EoIs etc., evaluation of bids for selection of consultants
- ii. Drafting of RFP, RFQ etc. for selection of concessionaire, lessee, licensee, developer, operator etc under PPP framework
- iii. The PMU shall not be involved in the preparation of the bid documents, scope etc. neither it shall be involved in evaluation of bids in any manner in cases where the firm that has deployed the PMU intends to submit its bid.

Draft Consultancy Agreement

THIS AGREEMENT (“Consultancy Agreement”) is made on the ____ this day of _____ 2015 at Dehradun.

BETWEEN

Uttarakhand State Centre for Public Policy and Good Governance (CPG), Government of Uttarakhand (hereinafter referred to as “CPG” or the "First Party" which expression shall, unless it be repugnant to the context or meaning thereof, include its administrators, successors and assigns) of One Part

AND

----- firm having its registered office at ----- (hereinafter referred to as the “Consultant” or the "Second Party") which expression shall, unless it be repugnant to the context or meaning thereof, include its administrators, successors and permitted assigns) of the Other Part

CPG and the Consultant are collectively referred to as 'Parties' and individually as “Party”.

WHEREAS

- A. Uttarakhand State Centre for Public Policy and Good Governance (CPG)), Government of Uttarakhand (GoJ) (The Authority) intended to select and appoint a Project Management Consultant (PMU) through this RFP for providing services as described more particularly in scope of services as part of this RFP.
- B. In response to the request for proposal, proposals were received and after evaluating the same, the Proposal submitted by the Consultant has been accepted and Letter of Acceptance No. ----- dated ----- was issued.
- C. The Consultant covenants to undertake the Assignment as set forth in the Terms of Reference (**As in Appendix I**, hereinafter referred to as “the Services”) and to perform, fulfill, comply with and observe all and singular provisions, conditions and requirements of this Agreement by deploying dedicated personnel with specified qualification, experience and skill sets.
- D. In consideration thereof, CPG will pay to the Consultant fee (hereinafter referred to as “the Fee” **As in Appendix H**) and will perform, fulfill, comply with and observe all singular provisions, conditions and requirements to the Agreement.
- E. CPG hereby appoints M/s. ----- as the Consultant on the conditions as laid CPGn in the agreement and in the following annexure appended hereto and forming an integral part of this Agreement and the Consultant accepts the appointment :-

Appendix F1
Appendix H

Qualifications and competence of the key professional staff
Fees offered by the consultant and accepted by CPG

Appendix I Roles, Responsibilities and Broad Scope of Work of Project Support Consultant (PMU) and Minimum Qualification and Experience of Experts and Office Assistants

Appendix K General Conditions of Contract

NOW THIS AGREEMENT WITNESSES that the parties hereto have caused this contract to be signed in their respective names as on the day and year first above mentioned,

SIGNED, SEALED AND DELIVERED ON THIS DAY AND YEAR FIRST HEREIN ABOVE MENTIONED

Uttarakhand State Centre for Public Policy and Good Governance - First Party

By the hands of its authorized signatory

Authorized Signatory of First Party

Name:
Designation:
Address:

Authorised Signatory of Second Party

Name :
Designation:
Address:

In the presence of:

1. _____,

Name :
Address:

2. _____

Name :
Address:

GENERAL CONDITIONS OF CONTRACT

1. RELATIONSHIP BETWEEN THE PARTIES

Nothing contained herein shall be construed as establishing a relation of employer and employee or agent as between CPG and the Consultant (PMU). The PMU, subject to this Agreement, should have complete charge of personnel performing the Services and the Consultant shall be fully responsible for the Services performed by it or on its behalf hereunder. The Agreement shall commence on the date it is executed by the Parties.

2. DURATION OF THE AGREEMENT

The duration of the project support consultancy agreement shall be Two Years initially which may be extended for another period of Two Years. The monthly fee shall be incremented by 10 (Ten) percent of fees after each year of completion of services, on previous year's fees, provided that the services are continued after satisfactory performance.

3. MODE OF PAYMENT

- 3.1. By 15th day of each month the PMU shall raise invoice for the monthly fee for the previous month, along with the list of works done in the previous month, list of issues / critical activities, if any and attendance sheet of all personnel showing days of absence, duly certified by the Project Manager. The fees as approved under the RFP shall be paid within 30 days from the date of receipt of the invoice, complete in all respect. However, the first monthly fees shall be paid one month after the actual deployment of the staff at Dehradun. The fees shall be inclusive of all expenses of the personnel deployed and overheads & miscellaneous expenses and profit. It shall also be inclusive of all taxes, surcharges out pocket expenses which may be incurred by the consultant towards travel, documentation and communication except the GST, which will be paid separately, as agreed here under.
- 3.2. The expenses on account of travel, as per instruction of _____, CPG to the PMU team members, the cost of travel, local conveyance, lodging in the host city and out of pocket expenses shall be paid by CPG, provided that the travel is made with the prior written approval of _____, CPG or when the travel has been made as per the written instruction of CPG. The eligibility for the travel for the deployed personnel would be economy class airfare or AC 2-Tier for travel, on actual and the eligibility for lodging and boarding shall be business hotel accommodation, and commuting expenses as admissible to Class I Officer of the State Government. CPG would provide in advance suitable amounts to the staff to undertake the travel, and settle the advances on submission of bills by the PMU personnel.
- 3.3. CPG may request visit of any other official of the Consultant's organization of the PMU for any expert advice and discussion. For such instances, cost of travel from the location of such official to Dehradun, cost of local conveyance in Dehradun, cost of food, accommodation and out of pocket expenses shall be paid by CPG, along with cost of man-days for the visiting personnel for the days spend for such discussions, based on the cost per man-day for such personnel, which will be stated by the PMU in its communication, while confirming the dates and name of visiting

personnel(s). The payment shall be made on submission of invoice along with original bills, tickets, boarding passes.

- 3.4. The laptop with required software, data card, internet connection, phone, scanner, photocopier, fax, printer Color and Black and white, printer ink, papers, office stationaries and other consumables shall be provided by the CPG as per the requirement, along with space for the team to operate from the office of the CPG with lights and office furniture like chairs, tables etc.at its cost.
- 3.5. The GST levied on such services shall be payable extra by CPG at the then prevailing rate on every payment made to the PMU against invoice, including those for paying the travel cost of any personnel of the Consultant's organization.
- 3.6. Income tax as applicable shall be deducted at source from every payment, as per applicable laws.

4. **PERFORMANCE SECURITY**

An amount of Five percent shall be deducted from each payment made to the PMU during the first year of consultancy and retained as Performance Security which shall be returned without any interest on termination of this agreement, after deducting the dues, penalty, if any. After completion of first year of services, no deduction shall be done on account of performance security but the retained amount shall be refunded only after deducting the dues, penalty, if any

5. CPG shall finalise all reports/documents to be submitted by the Consultant under this Agreement by itself or through an external agency appointed by CPG.

6. **PENALTY FOR DEFAULT**

- 6.1. All personnel deployed under PMU shall be eligible for leaves for a cumulative period of 30 working days in a year or not more than 15 working days at one time. The Team Members of the PMU shall obtain written approval of the leave from _____, CPG or any officer nominated by him
- 6.2. For any reason whatsoever, if any team member remains absent from duty for a cumulative period of more than 30 working days in a year or more than 12 working days at one time, the consultant shall deploy a personnel of equal or higher qualification and experience under intimation to _____. In the event of the failure of the consultant to do so, deduction in the fees @ 0.1% of the monthly fixed fee per working day for the member remaining absent shall be made from the payment due.
- 6.3. In the event the requirement of additional personnel CPG shall communicate such requirement to the Consultant in writing. The Consultant shall deploy such personnel with requisite skill set within 60 days from the date of such communication to the satisfaction of the CPG. The fee for such personnel shall be paid on pro-rata basis to be calculated on the existing monthly fixed fee for the PMU.

7. **TERMINATION OF THE AGREEMENT**

- 7.1. This Agreement shall be effective on the date hereof and shall continue in full force until completion of the Services or terminated earlier as per the Clause (i), (ii) & (iii) below:
- i. CPG shall have right to review the performance of the PMU and if CPG is not desirous of continuation of the services of the PMU on ground of unsatisfactory performance or breach of any term or condition of the contract it may terminate the agreement by giving notice of 30 days and by providing reasonable opportunity to be heard. If CPG terminates the Agreement as a result of a default of the Consultant, the Consultant shall be liable for the extra costs reasonably incurred by CPG in obtaining completion of that part of the Services which remained incomplete, as on the date of termination.
 - ii. CPG or the PMU may terminate the agreement by giving the termination notice of three months in advance.
 - iii. If CPG terminates the agreement, not as a result of any default by the Consultant, then CPG shall compensate the Consultant for the Services performed till the date of termination but no other claim on any ground shall be allowed.
 - iv. The communication of termination of this Agreement shall be by means of written notice ("Termination Notice")

8. **RESPONSIBILITIES AND OBLIGATIONS OF THE CONSULTANT**

The Consultant shall:

- a. provide the Services as set out in **Appendix I**
- b. exercise the degree of skill, care and diligence normally exercised by members of the profession performing services of a similar nature;
- c. be bound to comply with any written direction of CPG to vary the scope sequence or timing of the Services; and
- d. use all reasonable efforts to inform itself of CPG's requirements for the Deliverables for which purpose the Consultant shall consult CPG throughout the performance of the Services.

9. **CONFIDENTIALITY AND PUBLICITY**

The Consultant shall treat the details of the output of the assignment and the Services as confidential and for the Consultants own information only and shall not publish or disclose the details of the output, deliverables / milestones submitted to CPG or the Services in any professional or technical journal or paper or elsewhere in any manner whatsoever without the previous consent in writing of CPG.

10. **OTHER CONDITIONS**

- 10.1 The Consultant shall deploy the personnel / experts within 30 days from the date of signing of this agreement. The payment of the monthly fee to the consultant shall be done on pro-rata based on the actual deployment of the resources.
- 10.2 In the event, any contribution required by any of the experts of the Consultant's organization, Consultant shall provide such services on mutually agreed terms and conditions. The Consultant shall arrange to submit such contribution of such expert within 7 days from the date of receipt of such communication with the necessary documents from CPG.

- 10.3 CPG may request review / comments of any expert of the Consultant's organization on any document prepared by the PMU. The Consultant shall arrange to submit such contribution of such expert within 7 days from the date of receipt of such communication with the necessary documents from CPG. No additional fee shall be paid to the consultant for reviewing and commenting on any document by an internal expert of the Consultant's organization.
- 10.4 In the event CPG desires the Consultant to perform such additional services which are not within the Terms of Reference, the Consultant shall agree to perform such additional services on such renegotiated, modified and new terms and conditions as may be mutually agreed by the Parties.
- 10.5 CPG shall provide to the Consultant documents/ information/ reports as may be required by the Consultant to enable it to provide the Services. CPG undertakes and agrees to furnish to the Consultant from time to time such other documents/ reports/ information in its possession and/or knowledge as it may consider relevant to perform the Services, as and when such information is received by/ available with the CPG.
- 10.6 In the event CPG is not satisfied with performance of any of the personnel deployed, CPG shall write to the Consultant to substitute such personnel within 90 days with personnel, acceptable to CPG with equal or higher qualification and experience.
- 10.7 In the event CPG does not have the requirement of one or more personnel deployed, CPG shall intimate the same to the Consultant in writing. The Consultant shall withdraw such personnel within a period of 90 days from the date of receipt of such intimation. The Monthly Fee shall be paid as per actual deployment.
- 10.8 In the event CPG have the requirement of one or more additional personnel, CPG shall intimate the same to the Consultant in writing. The Consultant shall deploy such additional personnel within a period of 90 days from the date of receipt of such intimation. The Monthly Fee shall be paid as per actual deployment.
- 10.9 All intellectual property conceived, originated, devised, developed or created by the Consultant, its agents, specifically for the purpose of rendering the Services, shall vest with CPG unless otherwise agreed, between CPG and the Consultant. CPG as sole beneficial owner shall be entitled to use such intellectual property for the purpose of the Project
- 10.10 Unless otherwise agreed, CPG shall have the copyright on all the reports, documents, maps etc., authored, prepared or generated during the course of the Services to be provided by the Consultant.
- 10.11 The holidays, working hours and the timings for working days shall be in accordance with those prevailing in CPG.
- 10.12 The deployed personnel may have to work on Saturdays, Sundays, holidays and also on extended hours, to support CPG in the event of contingencies and urgency. For workings on such additional hours and on holidays no extra payment shall be made to the Consultant.
- 10.13 The organization of PMU shall also ensure that a nodal officer / project coordinator shall be available for discussions in Dehradun, as and when required. The Applicant firms shall also

ensure that the project coordinator shall be available for a day at the first week of every month for discussing the progress made by the team in the previous month, to finalise the list of activities for the current month and subsequent months, to discuss project structures, funding patterns etc. and to discuss any other relevant issues.

- 10.14 No personnel of PMU can be changed / substituted by the Consultant, except in the case of leaving of a PMU personnel by resignation. In such case such personnel will be required to be substituted by personnel of equal or higher qualification and experience within 90 days from the date of notice of resignation of such personnel. Monthly fee shall be paid as per actual payment.

11. **COMPLIANCE WITH LAWS**

The Consultant shall take due care that all its documents comply with all relevant laws and statutory regulations and ordinances, guidelines in force which includes all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India including judgments, decrees, injunctions, writs of or orders of any court of record, as may be in force and effect during the subsistence of this Agreement applicable to the Consultant.

12. **GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by the laws of India. The Courts at Dehradun shall have jurisdiction over all matters arising out of or relation to this Agreement.

13. **DISPUTE RESOLUTION**

13.1 **Amicable Resolution**

Any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement (the "Dispute") shall in the first instance be attempted to be resolved amicably through discussions between the Parties.

13.2 **Arbitration**

a **Procedure**

Any Dispute which is not resolved amicably within 30 days, the same shall be referred to the sole arbitration of Chief Executive Officer, Uttarakhand State Centre for Public Policy and Good Governance, Government of Uttarakhand, whose decision shall be final and binding on both the Parties. Such arbitration shall be governed by the Arbitration and Conciliation Act, 1996 ("Arbitration Act").

b **Place of Arbitration**

The place of arbitration shall ordinarily be Dehradun but by agreement of the Parties, the arbitration hearings, if required, may be held elsewhere.

c **English Language**

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and awards shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

d **Enforcement of Award**

The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the provision of the Arbitration Act subject to the rights of the aggrieved parties to secure relief from any higher forum.

e Performance during Dispute Resolution

Pending the submission of and/or decision on a dispute and until the arbitral award is published; the Parties shall continue to perform their respective obligations under this Agreement, without prejudice to a final adjustment in accordance with such award

14. SEVERABILITY

In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

15. WAIVER

Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:

- i shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Agreement;
- ii shall not be effective unless it is in writing and executed by a duly authorised representative of such Party; and
- iii shall not affect the validity or enforceability of this Agreement in any manner.

Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver/breach of any terms, conditions or provisions of this Agreement.

16. MODIFICATION

Modification of the terms and conditions of the Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties.

17. NOTICES

Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of any term, breach of any term of this Agreement and termination of this Agreement, shall be in writing and shall be given by hand delivery, recognized courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses mentioned hereinabove.

18. TRANSFER OR ASSIGNMENT

No Party may assign its interests in the Agreement without the prior written consent of the other Party. Unless specifically stated to the contrary, in any written consent to an assignment, no assignment shall release or discharge the assignor from any obligation under this Agreement.

19. VARIATIONS

CPG may, by written notice to the Consultant, direct the Consultant to vary the scope, sequence or timing of the Services with suitable compensation for such variation to be agreed mutually.

Schedule 1: Scope of service of the PMU

To be appended before signing of the Agreement

Reference invited to Appendix J to the RFP

Schedule 2: Financial Proposal of the PMU

To be appended before signing of the Agreement

Schedule 3: Name of the Key personnel of the PMU to be deployed at office of CPG

Name of the Project coordinator: *To be appended before signing of the Agreement*

Name and designation and key personnel of the PMU to be deployed at office of CPG: *To be appended*

Schedule 4: Letter of Award issued

To be appended before signing of the agreement

Schedule 5: Final version of the RFP document

To be appended before signing of the Agreement