

# **REQUEST FOR QUALIFICATION**

**for**

**Empanelment of Third Party Agencies  
(TPA) for Technical and Economic  
Appraisal of Infrastructure Works in  
Uttarakhand .**

**State Planning Commission,  
Government of Uttarakhand**

## DISCLAIMER

The information contained in this Request For Qualification document (“**RFQ**”) or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Authority or any of their employees or advisers, is provided to Applicants on the terms and conditions set out in this RFQ and such other terms and conditions subject to which such information is provided.

This RFQ is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this RFQ is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFQ. This RFQ includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Empanelment of **Third Party Agencies (TPA) for Technical and Economic Appraisal of Infrastructure Works in Uttarakhand**. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFQ 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 RFQ. The assumptions, assessments, statements and information contained in this RFQ, 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 RFQ and obtain independent advice from appropriate sources.

Information provided in this RFQ 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 RFQ or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFQ and any assessment, assumption, statement or information contained therein or deemed to form part of this RFQ or arising in any way 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 RFQ.

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 RFQ.

The issue of this RFQ does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for Empanelment of **Third Party Agencies for Technical and Economic Appraisal of Infrastructure Works in Uttarakhand** and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

## 1. INTRODUCTION

### 1.1 RFQ

1.1.1 State Planning Commission, Government of Uttarakhand (“SPC, GoUk”), (hereinafter referred to as “**Authority**”) invites Request for Qualification (RFQ) (the “**Proposals**”) for Empanelment of Third-Party Agency (hereinafter referred to as “TPA”) for Technical and Economic Appraisal Work of infrastructure Projects in Uttarakhand (the “Project”).

1.1.2 The Authority intends to select the Applicant through an open competitive bidding process in accordance with the procedure set out herein.

### 1.2 Due diligence by Applicants

TPA are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal. Sending written queries to the Authority, and attending a Pre-Proposal Conference on the date and time specified in Clause 1.6.

### 1.3 Procurement of RFQ Document

RFQ document can be obtained from the date of issue of notice till Proposal Due Date (PDD) between 1000 hrs and 1800 hrs on all working days from the address indicated at Para 1.8.1. The document can also be downloaded from the official website of *spc.uk.gov.in*

### 1.4 Validity of RFQ

The Proposal shall be valid for a period of not less than 180 days from the Proposal Due Date (the “**PDD**”). But at the time of RFQ for specific assignment proof of continued qualification of agencies must be submitted.

### 1.5 Brief description of the Selection Process

The Authority has adopted a two-stage selection process (collectively the “Selection Process”) in evaluating the Proposals comprising technical and financial bids. In the first stage, a technical evaluation will be carried out as specified in Clause 3.1. Based on this technical evaluation, the Authority prepare a list of eligible agencies for the respected fields. The eligible agencies will be further invited to participate in Financial Bids for respective fields.

## 1.6 Schedule of Selection Process

The Authority would endeavor to adhere to the following schedule:

<b>Sr. No.</b>	<b>Event Description</b>	<b>Estimated Date</b>
1.	Date of Uploading RFQ	25-05-2023
2.	Pre-Bid Queries	02-06-2023
3.	Pre-Bid Queries based Revision – Uploading	09-06-2023
4.	Last Date of submission RFQ	03-07-2023 , 6PM
5.	Date of opening	04-07-2023 ,11AM

## 1.7 Pre-Proposal Queries can be sent to this address:

Additional Secretary,  
State Planning Commission,  
Planning Department,  
2nd Floor, Vishwakrama Bhawan,  
Uttarakhand Secretariat, 4-Subhash Marg  
Dehradun, Uttarakhand  
Ph– 9410314099

**Email : efc01.spc@gmail.com**

## 1.8 Communications

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

Additional Secretary,  
State Planning Commission,  
Planning Department,  
2<sup>nd</sup> Floor, Vishwakrama Bhawan,  
Uttarakhand Secretariat , 4-Subhash Marg  
Dehradun, Uttarakhand  
Ph– 9410314099

1.8.2 **Email : efc01.spc@gmail.com**

The Official Website of the Authority is:  
**spc.uk.gov.in**

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

**“RFQ for Empanelment of Third party Agencies for Technical and Economic Appraisal of Infrastructure Projects in Uttarakhand**

## 2. INSTRUCTIONS TO APPLICANTS

### A. GENERAL

#### 2.1 Scope of Proposal

- 2.1.1 Detailed description of the objectives, scope of services, deliverables and other requirements relating to the Technical and Economic Appraisal of Infrastructure projects are specified in this RFQ and Terms of Reference (TOR) attached as Appendix 1. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFQ.
- 2.1.2 Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority's decisions are without any right of appeal whatsoever.
- 2.1.3 The Applicant shall submit its Proposal in the form and manner specified in this Part-2 of the RFQ. The Technical proposal shall be submitted in the form at Appendix 5 form 2. Upon selection, the Applicant shall be required to enter into an agreement with the Authority.
- 2.1.4 The Applicant should submit a Power of Attorney as per the format provide in Appendix 4.
- 2.1.5 Any entity which has been barred by the Central / State Government in India, or any entity controlled by them, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit the Proposal.

#### 2.1.6 Key Personnel

The Technical & Economic Appraisal Team (the "**Appraisal Team**") shall consist of the personnel (the "**Key Personnel**") **with requisite qualification and experience** who shall discharge their respective responsibilities as per the TOR –

- i- Graduate / Post Graduate/Doctorate with Adequate experience in the respective field.
- ii- He/She should hold the post of Associate Professor/Professor/Superintending Engineer in the respective fields.

#### 2.2 Pre-Qualification Criteria/Minimum Conditions of Eligibility

- 2.2.1 Applicants must read carefully the minimum conditions of eligibility (the "**Conditions of Eligibility**") provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for evaluation.

2.2.2 To be eligible for evaluation of its Proposal, the Applicant shall fulfill the following Minimum Eligibility Criteria:

S. No	Criteria	Whether Met	Reference Details
1.	The applicant should be working in a reputed university/organization (such as IIT's, NITs, AIIMS, Govt. Medical College, Govt. Agricultural Universities, National Institute of Dairy Technology, QCI etc.) and hold the post of at least Associate Professor/Professor/Superintending Engineer in the respected field	Yes/No	Registration certificate/Certificate of Incorporation of University/Organization/Medical College.
2.	The applicant should have adequate experience for Technical & Economic Appraisal Work as TPA in the field of :- <ul style="list-style-type: none"> <li>• Information Technology (Hardware &amp; Software) related project.</li> <li>• Medical Health related project.</li> <li>• Bridges &amp; Rope way project</li> <li>• Transportation project (Rapid Metro, Trolley, Metro Rail etc.)</li> <li>• Hydro Project (more than 25 MW)</li> <li>• Sewerage project</li> <li>• Irrigation &amp; Hydraulic Structure related project.</li> <li>• Project related to Animal husbandry and Dairy</li> </ul>	Yes/No	documentary evidence
3.	The applicant shall consist of key personal having requisite qualification and adequate experience in the respective field of infrastructure	Yes / No	Certified documentary evidence
4.	The Applicant should have past 5 years' experience in Technical & Economic Appraisal Work /checking/consultancy of following infrastructure works as per TOR: <ul style="list-style-type: none"> <li>• Information Technology (Hardware &amp; Software) related project.</li> <li>• Medical Health related project.</li> <li>• Bridges &amp; Rope way project</li> <li>• Transportation project (Rapid Metro, Trolley, Metro Rail etc.)</li> </ul>	Yes/No	documentary evidence: copy of work order/assignments/ Agreement & completion certificate from its clients

	<ul style="list-style-type: none"> <li>• Hydro Project (more than 25 MW)</li> <li>• Sewerage project</li> <li>• Irrigation &amp; Hydraulic Structure related project.</li> <li>• Project related to Animal husbandry and Dairy</li> </ul>		
5.	<p>The bidder should not have been penalized by any organization for poor quality of work or breach of contract in the last five years</p> <p style="text-align: center;">And</p> <p>Should not have been blacklisted by any Government department/Public Sector Undertaking in the last five years</p> <p style="text-align: center;">And</p> <p>Should not have suffered bankruptcy/insolvency in the last five years</p>	Yes/No	Self Certified Undertaking

## 2.3 Conflict of Interest

2.3.1 The selected Agencies/Applicant/evaluators shall not receive any remuneration in connection with the assignment except as provided in the Agreement. The Applicant and its affiliates shall not engage in activities that conflict with the interest of the GoUk under the contract and shall be excluded from downstream supply of goods or construction of works or purchase of any asset or provision of any other service related to the assignment other than a continuation of the Services” under the ongoing contract. It should be the requirement of the contract that the Applicant should provide professional, objective and impartial advice and at all times hold the GoUk interest’s paramount, without any consideration for future work, and that in providing advice they avoid conflicts with other assignments and their own corporate interests. Applicant shall not be hired for any assignment that would be in conflict with their prior or current obligations to other GoUk, or that may place them in a position of being unable to carry out the assignment in the best interest of the Employer. Without limitation on the generality of the foregoing, Applicant shall not be hired, under the circumstances set forth below:-

- a. **Conflict between Consulting activities and procurement of goods, works or services:** A Applicant concern that has been engaged to provide goods, works, or services for a project, and each of its affiliates, shall be disqualified from providing constructing services related to those goods, works or services. Conversely, a Applicant concern hired to provide constructing services for the

preparation or implementation of a project, and each of its affiliates, shall be disqualified from subsequently providing goods, works or services for such preparation or implementation.

- b. **Conflict among consulting assignments:** Neither Applicant (including their personnel and) nor any of their affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the Applicant. As an example, Applicant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and Applicant assisting GoUk in the privatization on public assets shall neither purchase nor advice purchasers of, such assets. Similarly, Applicant hired to prepare Terms of Reference (TOR) for an assignment shall not be hired for the assignment in question.
- c. **Relationship with Employer's staff:** Applicant (including their personnel and sub- consultants ) that have a business or family relationship with such member(s) of the Employer's staff or with the staff of the project Applicant, who are directly or indirectly involved in any part of ; (i) the preparation of the TOR of the contract, (ii) the selection process for such contract, or (iii) supervision of such contract; may not be awarded a contract unless it is established to the complete satisfaction of the employing authority, for the reason to be recorded in writing, that such relationship would not affect the aspects of fairness and transparency in the selection process and monitoring of Applicant's work.

## **2.4 Number of Proposals**

An Applicant is eligible to submit only one Application for the each Project fields. No consortiums shall be permitted.

## **2.5 Cost of Proposal**

The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

## **2.6 Acknowledgement by Applicant**

- 2.6.1 It shall be deemed that by submitting the Proposal, the Applicant has:
  - a. made a complete and careful examination of the RFQ;
  - b. received all relevant information requested from the Authority;
  - c. acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFQ or furnished by or on behalf of the Authority;



- d. satisfied itself about all matters, things and information, including matters referred to in this RFQ document, necessary and required for submitting an informed Application and performance of all of its obligations there under;
- e. acknowledged that it does not have a Conflict of Interest; and
- f. agreed to be bound by the undertaking provided by it under and in terms hereof.

2.6.2 The Authority shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFQ or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

## **2.7 Right to reject any or all Proposals**

2.7.1 Notwithstanding anything contained in this RFQ, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance rejection or annulment, and without assigning any reasons thereof.

2.7.2 The Authority reserves the right to reject any Proposal if:

- a. at any time, a material misrepresentation is made or uncovered, or
- b. the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.

Such misrepresentation/ improper response may lead to the disqualification of the Applicant. If the Applicant is the Lead Member of a consortium, then the entire consortium may be disqualified / rejected. If such disqualification /rejection occur after the Proposals have been opened and the highest-ranking Applicant gets disqualified / rejected, then the Authority reserves the right to consider the next best applicant, or any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

## **B. DOCUMENTS**

### **2.8 Contents of the RFQ**

2.8.1 This RFQ comprises the Disclaimer setforth hereinabove, the contents as listed below and will additionally include any Addendum / Amendment issued in accordance with Clause 2.11:

#### **RFQ**

- 1 Introduction
- 2 Instructions to Applicants
- 3 Criteria for Evaluation
- 4 Fraud and corrupt practices
- 5 Pre-Proposal Conferences
- 6 Miscellaneous
- 7 Contract for agency's services
- 8 Conditions of contract



**Appendix 1:** Terms of Reference

**Appendix 2 :** Letter of Proposal

**Appendix 3 :** Statement of legal capacity

**Appendix 4 :** Format For Power Of Attorney For Signing The Proposal

**Appendix 5 :** Technical Proposal

## **2.9 Clarifications**

2.9.1 Applicants requiring any clarification on the RFQ may send their queries to the Authority in writing before the date mentioned in the Schedule of Selection Process at Clause 1.6. The envelopes shall clearly bear the following identification:

**"Queries/Request for Additional Information concerning RFQ- for Selection of Third Party Agency for Conducting Technical & Economic Appraisal Work of Infrastructure Project related with different field's for State Planning Commission, Government of Uttarakhand (GoUk)"**

The Authority shall endeavor to respond to the queries within the period specified therein. The responses will be sent by fax or e-mail. The Authority will post the reply to all such queries on the Official Website and copies thereof will also be circulated to all Applicants without identifying the source of queries.

2.9.2 The Authority reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

## **2.10 Amendment of RFQ**

2.10.1 At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFQ document by the issuance of Addendum/ Amendment and posting it on the Official Website and by conveying the same to the prospective Applicants by fax or e-mail.

2.10.2 All such amendments will be notified in writing through fax or e-mail to all Applicants. The amendments will also be posted on the Official Website along with the revised RFQ containing the amendments and will be binding on all Applicants.

2.10.3 In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the Proposal Due Date.

## C. PREPARATION AND SUBMISSION OF PROPOSAL

### 2.11 Language

The Proposal with all accompanying documents (the “**Documents**”) and all Communications in relation to or concerning the Selection Process shall be in English Language and strictly on the forms provided in this RFQ. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

### 2.12 Format and signing of Proposal

2.12.1 The Applicant shall provide all the information sought under this RFQ. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects.

2.12.2 The Applicant shall prepare one original set of the Documents comprising the Proposal (together with originals/ copies of documents required to be submitted along therewith pursuant to this RFQ) and clearly marked “ORIGINAL”. In addition, the applicant shall submit 1 (one) copy of the Proposal marked “COPY”. In the event of any discrepancy between the originals and the copies, the original shall prevail.

2.12.3 The Proposal shall be typed or written in indelible ink and signed by the authorised signatory of the Applicant who shall initial each page, in blue ink. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed as detailed below:

- i. by a duly authorized person holding the Power of Attorney (the “**Authorised Representative**”), in case of a Limited Company or a corporation; or

A copy of the Power of Attorney certified under the hands of a director of the Applicant or a notary public on the specified form shall accompany the Proposal.

2.12.4 Applicants should note the Proposal Due Date, as specified in Clause 1.6, for submission of Proposals. Applicants are reminded that no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in Clause 1.6. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected.

## 2.13 Technical Proposal

2.13.1 The evaluation of Technical Proposal of an Applicant shall be taken up only after the Applicants are found to meet the Minimum Condition of Eligibility as stated in clause 2.2.1 of this RFQ Document. Applicants failing to meet the Minimum Condition of Eligibility criteria or not submitting requisite proof for supporting Minimum Condition of Eligibility criteria are liable to be rejected at the Technical Proposal level

2.13.2 Applicants shall submit the technical proposal in the formats at Appendix 5 form (the “**Technical Proposal**”)

2.13.3 While submitting the Technical Proposal, the Bidder shall, in particular, ensure that:

- a) All forms are submitted and signed by the authorized signatories;
- b) CVs of all Key Personnel have been included;
- c) Key Personnel have been proposed only if they meet the Conditions of Eligibility;
- d) No alternative proposal for any Key Personnel is being made and only one CV for each type of assignment has been furnished;
- e) The CV should be recently signed and dated in blue ink by the respective Personnel and counter signed by the Applicant. Photo copy or unsigned/ counter signed CVs shall be rejected;
- f) Professional Personnel proposed have good working knowledge of Hindi /English language;
- g) Key Personnel would be available for the period indicated in the TOR; and
- h) No Key Personnel should have attained the age of 75(seventy five) years at the time of submitting the proposal.
- i) Failure to comply with the requirements spelt out in this Clause 2.14 shall make the Proposal liable to be rejected.
- j) Personnel having good working experience and communication skills only eligible.

2.13.4 Failure to comply with the requirements spelt out in this Clause 2.13 shall make the Proposal liable to be rejected.

2.13.5 The Technical Proposal shall not include any financial information.

2.13.6 The Authority reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFQ. Failure of the Authority to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

2.13.7 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Agency either by issue of the LOA or entering into of the Agreement, and if the Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFQ, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Applicant or Consultant, as the case may be.

## **2.14 Financial Proposal**

The Authority may invite the TPA to participate in Financial Bids for various works. The schedule of works would be released by the Authorities on Project-to-Project basis for the Empanelment of Agency to bid for the same.

## **2.15 Submission of Proposal**

2.15.1 The Applicants shall submit the Proposal in hard bound form with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be signed by the Authorized Representative of the Applicant. In case the proposal is submitted on the document downloaded from Official Website, the Applicant shall be responsible for its accuracy and correctness as per the version uploaded by the Authority and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the RFQ and the original RFQ issued by the Authority, the latter shall prevail.

2.15.2 The Proposal will be sealed in an outer envelope which will bear the address of the Authority, RFQ for Agency as indicated at Clause 1.7 and 1.8 and the name and address of the Applicant. It shall also bear on top, the following:

**“Do not open, except in presence of the Agency Evaluation Committee”**

If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted.

2.15.3 The aforesaid outer envelope will contain two separate sealed envelopes; one clearly marked ‘Key Submissions and the other clearly marked ‘Technical Proposal’. The envelope marked “Key Submissions” shall contain:

Application in the prescribed format along with Appendix-2 to 4 and supporting documents;

The envelope marked “technical proposal” shall contain the technical proposal in the prescribed format (Appendix-5).

2.15.4 The Key Submissions and Technical Proposal shall be typed or written in indelible ink and signed by the authorised signatory of the Applicant. All pages of the original Key Submissions and Technical Proposal must be numbered and initialed by the person or persons signing the Proposal.

2.15.5 The completed Proposal must be delivered on or before the specified time on Proposal Due Date. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained.

2.15.6 The Proposal shall be made in the Forms specified in this RFQ. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents.

2.15.7 The Technical proposal shall be firm throughout the period of performance of the assignment upto and discharge of all obligations of the Applicant under the Agreement.

## **2.16 Proposal Due Date**

2.16.1 Proposal should be submitted before 1800 hrs on the Proposal Due Date Specified at Clause 1.6 at the address provided in Clause 1.8 in the manner and form as detailed in this RFQ.

2.16.2 The Authority may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with Clause 2.10 uniformly for all Applicants.

## **2.17 Late Proposals**

Proposals received by the Authority after the specified time on Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

## **2.18 Modification/ substitution/ withdrawal of Proposals**

2.18.1 No Proposal shall be modified, substituted, or withdrawn by the Applicant after its submission as per the provisions of clause 2.13, 2.14 and 2.15.

# **D. EVALUATION PROCESS**

## **2.19 Evaluation of Proposals**



- 2.19.1 The Authority shall open the Proposals at 11.00 hours on the Proposal Due Date, and in the presence of the Applicants who choose to attend. The envelopes marked “Key Submissions” shall be opened first. The envelopes marked “Technical Proposal” shall be kept sealed for opening at a later date.
- 2.19.2 Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.18 shall not be opened.
- 2.19.3 Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFQ. A Proposal shall be considered responsive only if:
- a) It is received in the form specified at Appendix-2-4 (key submissions);
  - b) It is received by the Proposal Due Date including any extension thereof pursuant to Clause 2.16;
  - c) It is signed, sealed, hard bound and marked as stipulated in Clause 2.12 and 2.16;
  - d) It is accompanied by the Power of Attorney as specified in Clause 2.1.4;
  - e) It contains all the information (complete in all respects) as requested in the RFQ;
  - f) It does not contain any condition or qualification;
  - g) Applicant meets the minimum condition of eligibility as per para 2.2 ; and
  - h) Applicant is not non-responsive in terms hereof.
- 2.19.4 The Authority reserves the right to reject any Proposal which is nonresponsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.
- 2.19.5 The Authority would subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.6 and the criteria set out in Section 3 of this RFQ.
- 2.19.6 A date, time and venue will be notified to all Applicants for announcing the result of evaluation and opening of Technical Proposals. The opening of Technical Proposals shall be done in presence of respective representatives of Applicants who choose to be present. The Authority will not entertain any query or clarification from Applicants who fail to qualify at any stage of Selection Process. The Technical evaluation and final ranking of the Proposals would be carried out in terms of Clause 3.1.
- 2.19.7 Applicants are advised that Selection will be entirely at the discretion of the Authority. Applicants will be deemed to have understood and agreed that no explanation or justification on any aspect of the Selection Process or Selection will be given.



2.19.8 Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the Agency is subsequently awarded to it.

## **2.20 Confidentiality**

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to or matters arising out of, or concerning the Selection Process. The Authority will treat all information, submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Authority.

## **2.21 Clarifications**

2.21.1 To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.21.2 If an Applicant does not provide clarifications sought under Sub-Clause 2.22.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

## **E. Empanelment of Agency**

### **2.22 Empanelled Applicant**

2.22.1 The Agencies will be empanelled initially for 3 year (Three year) which shall be extended annually based on performance without any price escalation.

2.22.2 Top 10 Agencies will be empaneled in respected fields.

### **2.23 Indemnity**

The Agency shall, subject to the provisions of the Agreement, indemnify the Authority for any direct loss or damage that is caused due to any deficiency in services.

## 2.24 Award of Consultancy

After selection, a Letter of Award (the “LOA”) shall be issued, by the Authority to any of the Selected TPA and the Selected TPA shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, the next eligible Applicant may be considered.

## 2.25 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Applicant. The Selected Applicant shall not be entitled to seek any deviation in the LOA. If the Selected Applicant fails to accepted the LOA, the Authority may issue the LOA to another selected Agency.

## 2.26 Commencement of Assignment

The Applicant shall commence the Services within ten days from the date of LOA.

## 3. CRITERIA FOR EVALUATION

### 3.1 Evaluation of Technical Proposal

The Technical Proposal would be evaluated on the following basis:

Sl. No.	Parameter	Maximum Marks	Criteria
1	Previous Experience of the Applicant in relevant area (based on the number of years )	50	a) More than 5 years = 50 b) 4-5 year = 40 c) 3-4 year = 30 d) 2-3 year = 20 e) Less than 2 year = 10  In case of part year, only the completed years will be counted. For example, five (5) years and eight (8) months will be counted as five (5) years.  The experience in number of years will be

2	Qualification in support Relevant Experience of the Key Personnel	50	30% of the maximum marks for each Key Personnel shall be awarded for the number of Eligible Assignments the Respective Key Personnel has worked on. The remaining 70% shall be awarded on the basis of CV of the key personal based on the comparative size and quality of Eligible Assignments; and (ii) other similar
	<b>Grand Total</b>	<b>100</b>	

### 3.1.1 Eligible Projects/Assignments

For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFQ, assignments in respect of Technical and Economic Appraisal of the requisite infrastructure works, for the infrastructure projects shall be deemed as eligible assignments (the "Eligible Assignments"):

Technical & Economic Appraisal of Projects/Consultancy experience in following:

- Information Technology (Hardware & Software) related project.
- Medical Health related project.
- Bridges & Rope way project
- Transportation project (Rapid Metro, Trolley, Metro Rail etc.)
- Hydro Project (more than 25 MW)
- Sewerage project
- Irrigation & Hydraulic Structure related project.
- Project related to Animal Husbandry & Dairy

**The bidder should submit the summary of assignments as per Form-3 of RfQ.**

3.1.2 While submitting the Technical Proposal, the Applicants shall, in particular, ensure that:

- k) All forms are submitted in the prescribed formats and signed by the authorized signatories;
- l) CVs of all Key Personnel have been included;
- m) Key Personnel have been proposed only if they meet the Conditions of Eligibility;
- n) No alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;
- o) The CV have been recently signed and dated in blue ink by the respective Personnel and counter signed by the Applicant. Photo copy or unsigned/ counter signed CVs shall be rejected;
- p) Professional Personnel proposed have good working knowledge of Hindi /English language and better working experience of infrastructure;
- q) Key Personnel would be available for the period indicated in the

TOR; and

- r) No Key Personnel should have attained the age of 75 (seventy five) years at the time of submitting the proposal.
- s) Failure to comply with the requirements spelt out in this Clause 2.14 shall make the Proposal liable to be rejected.

3.1.3 If an individual Key Personnel makes a false averment regarding his qualification, experience or other particulars, or his commitment regarding availability for the Project is not fulfilled at any stage after signing of the Agreement, he shall be liable to be debarred for any future assignment of the Authority. The award of this Consultancy to the Bidder may also be liable to cancelation in such an event.

3.1.4 Only those Applicants whose Technical Proposals score 70 marks or more out of 100 shall be technically qualified. Based on this technical evaluation, the Authority will establish a Panel of Agency's. The Panel members will be further invited to participate in Financial Bids for various works.

#### 4. FRAUD AND CORRUPT PRACTICES

4.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFQ, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "**Prohibited Practices**") in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Proposal Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFQ, including consideration and evaluation of such Applicant's Proposal.

4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant shall not be eligible to participate in any tender or RFQ issued by the Authority during a period of 2 (two) years from the date such Applicant, as the case may be, is found by the Authority

to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

4.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

- a) “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the

Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;

- a) “Fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- b) “Coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- c) “Undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- d) “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

## **5. PRE-PROPOSAL CONFERENCE**

- 5.1 Pre-Proposal Conference of the Applicants shall be convened at the designated date, time and place. A maximum of two representatives of each Applicant shall be allowed to participate on production of an authority letter from the Applicant.
- 5.2 During the course of Pre-Proposal Conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

## **6. SAFETY**

The agency shall be responsible for safety of all activities on the respective site of construction.

## **7. MISCELLANEOUS**

- 7.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Dehradun shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 7.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
  - b) consult with any Applicant in order to receive clarification or further information;
  - c) retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Applicant; and/or
  - d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant
- 7.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

**Letter of Proposal**  
(On Applicant's letter head)

To,

\_\_\_\_\_

**Dehradun-248001**

Ref: Your Letter no. -----dated-----

**Subject: Selection of "Third party Agencies for Technical and Economic Appraisal of infrastructure Projects in Uttarakhand"**

**Dear Sir,**

We, the undersigned, offer to provide the services for the above in accordance with your RFQ dated (*insert date*), and our Proposal. We are hereby submitting our Proposal, which includes this Key Submissions and Technical Proposal sealed under separate envelopes for the above-mentioned work.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations, if any.

We understand that you are not bound to accept any Proposal you receive.

We remain,  
Yours sincerely,

Signatures  
(Authorised Signatory)  
Name of Institute  
Address



**Statement of Legal Capacity**

*(To be forwarded on the letter head of the Applicant)*

To,

\_\_\_\_\_

Dehradun

**Subject: Selection of “Third party Agencies for Technical and Economic Appraisal of infrastructure Projects in Uttarakhand**

We have read and understood the RFQ in respect of the captioned project provided to us by Authority.

We hereby agree and undertake as under:

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 proposed agreement, draft of which also forms a part of the RFQ document provided to us.

We are not barred by \_\_\_\_\_, Government of Uttarakhand, Government of India or any other agency of Government of Uttarakhand / Government of India from participating in the assignment.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_, 2023

Name of the INSTITUTE

\_\_\_\_\_  
Name and Signature of the Authorized Person

Note:

*To be signed and submitted by the Applicant*



**FORMAT FOR POWER OF ATTORNEY FOR SIGNING THE PROPOSAL**

Know all men by these presents, we \_\_\_\_\_ (name and address of the registered office) do hereby constitute, appoint and authorize Mr./Ms. \_\_\_\_\_ (name and address of residence) 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 the Selection of **“Third party Agencies for Technical and Economic Appraisal of infrastructure Projects in Uttarakhand**, including signing and submission of all documents and providing information/ responses to Planning Department GoUK, representing us in all matters before Planning Department, GoUK, and generally dealing with State Planning Commission in all matters in connection with our proposal for the said Project.

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.

(Signature)  
(Name, Title and Address)

I Accept  
\_\_\_\_\_ (Signature)  
(Name, Title and Address of the Attorney)

**Notes:**

- 1 The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s).
- 2 Also, where required, the executants(s) 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 Agency.
- 3 In case the Proposal is signed by an authorised Director of the Agency, a certified copy of the appropriate resolution / document conveying such SPC GoUK may be enclosed in lieu of the Power of Attorney.

TECHNICAL PROPOSAL

Covering Letter (On Applicant’s letter head)

[Location, Date]

FROM: [Name of Agency]

TO: \_\_\_\_\_ ,

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

\_\_\_\_\_ ,

Government of

Uttarakhand

Phone :

Fax:

Email:

Dear Sir,

**Subject: Selection of “Third Party Agencies for Technical and Economic Appraisal of infrastructure Projects in Uttarakhand .**

1. We, the undersigned, offer to provide the consulting services for the above in accordance with your RFQ.
2. Our Technical 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. We undertake that in competing for and, if the award is made to us, in executing the above services, we will strongly observe the laws against fraud and corruption to force in India namely “Prevention of Corruption Act 1988”
4. 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:

Address

**Particulars of the Applicant**

1.1	Name of Organization/Institution
1.2	Legal status:
1.3	Registered address:
1.4	<p>Year of Incorporation:</p> <p>Principal place of business:</p> <p>Brief description of the Organization/Institution including details of its main lines of activities/works</p> <p>Name, designation, address and phone numbers of authorized signatory of the Applicant :</p> <p>Name: Designation : : Address: Phone No. Fax No. : E-mail address:</p>
1.5	<p>Documents to be submitted :</p> <p>i. Copy of Certificate of Incorporation / Registration of the Applicant</p> <p>ii. Copy of PAN</p> <p>iii. Copy of Service Tax Registration Certificate</p>

Form-2  
**Summary of Assignments of the Applicant\***  
*(Refer Clauses 3.1.1)*

<b>S. No.</b>	<b>Name of Assignment</b>	<b>Assignment Type</b>	<b>Name of Client</b>	<b>Assignment award date</b>	<b>Assignment Completion date</b>	<b>Value of the Assignment (in Rs. Lakhs)<sup>#</sup></b>
(1)	(2)	(3)	(4)	(6)	(7)	(8)
1						
2						
3						
4						
5						
6						

\*The Applicant should provide details of only those projects that have been undertaken by it under its own name and have been completed before bid submission date.

# Exchange rate should be taken as INR 80 per US\$ for conversion to Rupees.

\*\* Please specify the nature of Technical Audit/consultancy services viz. Evaluation, Impact Assessment, Project Evaluation

Each Project mentioned here should have supporting document in the form Work Order/Agreement, Payment Received Certificate and Completion Certificate

Project should not be older than 5 years as on Proposal Due Date. The effective date for calculating 5 years would be work order/agreement date for the work awarded to the Agency.

## Terms of Reference (ToR)

### Schedule 'A' - Description of Project Appraisal Service, Price, Duties/Taxes.

#### 1.0 SCOPE:

The scope of the empaneled Third-party Agencies shall be as follows:

1.1 To carry out the technical and economic appraisal of projects of following category mentioned as under: -

Category	Type of Project
1	Information Technology (Hardware & Software) related project
2	Medical Health related project.
3	Bridges & Rope way project
4	Transportation project (Rapid Metro, Trolley, Metro Rail etc.)
5	Hydro and water resources Project (more than 25 MW)
6	Sewerage project
7	Irrigation & Hydraulic Structure related project.
8	Project related to Animal Husbandry & Dairy

1.2 Technical and economic appraisal shall be done in accordance with the latest parameters, standards, practice and methods. However, the selected agency may adopt universally accepted technical norms, parameters, standards and methods of the work assigned over and above their assessment's parameters. The DPR and relevant drawing (in print, soft files in both format PDF and MS word files) of the project shall be provided by the Implementing Agency.

1.3 Technical Review & Appraisal Report comprising the following: -

1.3.1 Review of DPR and Drawings.

1.3.2 Review of specifications & main components of the project.

1.3.3 Review of Social & Environmental aspects of the project.

1.4 To provide a clear evaluation with recommendation in respect of works mentioned in the project towards need, objectives, technology, design parameters, correctness of specifications, time frame for implementation, bill of quantity, cost estimates, financial suitability and environmental & social issues. In case of any deficiencies and over estimates, the TPA shall suggest remedial measures

1.5 Technical and Economic appraisal Report by the TPA shall be supported by the documentary evidences.

## **2.0 OBLIGATIONS UNDERTAKEN BY THE PARTIES:**

2.1 Third Party Agencies agree to offer the evaluating services under this agreement to the Planning Department of Uttarakhand Government as per the scope of work.

2.2 Implementing agency (IA) agree to provide desired clarifications and details required by Third party Agencies and facilitates the sites visits if required.

2.3 State Planning Commission, Planning Department, Govt. of Uttarakhand agree to release payment to TPA as per the rates prescribed in the Agreement.

The Nodal Officer may be assigned by the Secretary, Planning Department of Govt. of Uttarakhand, who will be over all coordinator for works under this agreement

## **3.0 TERMS AND CONDITIONS:**

3.1 The TPA shall not sublet any work to any other agency in respect of Appraisal work.

3.2 The TPA shall remain liable to and shall indemnify the Authority, in respect of losses, damages, or compensation arising out of any accident or injury sustained by the First Party. Any workmen in the employment of the TPA while in or upon the said works/any third person or the same arising out of any act, default or negligence, omission and commission, error in judgment on the part of TPA, its employees or its agent(s) subject to the determination of the compensation or damages by the competent authority as defined in the relevant laws.

## **Schedule B: Terms and conditions:**

1. The Planning Department/Implementing Agency shall provide a copy of the Detailed Project Report (DPR) along with other relevant documents and soft copy to TPA.
2. The TPA shall discuss the Preliminary observations/comments on the DPR with Implementing Agency (IA)/Planning Department officers within 10 days of award of work and hand over the same to the IA for clarification/compliance.
3. **Validity of Contract Period:** The Empanalment / running price contract shall be valid for the period of three years from date of first assignment letter. The same may, if required and agreed by both parties be extended further on yearly basis at the same rate and terms and conditions.
4. **Time for Submission of Final Appraisal Report:**

Detailed Project Reports received by the Planning Department during the validity of contract will be assigned to the selected TPA. The appraisal of the DPR assigned is to be completed within a maximum period of two months from the date of award of work or in a time frame as may be fixed by the Planning Department This time period shall be inclusive of time required for undertaking visits to sites etc. Decision on approval of the final appraisal report will be conveyed by Planning Department within a period of 15 days from the receipt of the report.

### **5. Site visits:**

TPA shall make site visits for appraisal of the project, after due approval from the Planning Department, the TPA will have to make necessary arrangements for site visits in consultation with the IAs including travel and stay arrangements.

Travel cost will be extra on actual basis, as per entitlement of the TPA in her/his organization, subject to a ceiling of entitlement of chief engineer of the state govt. The travel cost will be for a maximum of two persons and for at the most 2 visits per Project.

## 6. Payment Schedule

Schedule for release of payment for the study shall be as follows:

SL. No.	Description	Amount (Percentage of the total cost)
1.	Initial payment at the time of allotment of work.	25
2.	On submission of the Appraisal Report	50
3.	On approval of the Appraisal report.	25

## 7. Liquidated Damages (Penalty Clauses)

- If the TPA requires an extension of time in completion, he shall apply in writing to the planning department before the stipulated date of submission of appraisal report. Extension in the period may be granted with or without liquidated damages by the Planning Department.
- In case of extension in the period with liquidated damages the recovery may be made on the basis of following percentages of claim amount TPA which the TPA has delayed

No.	Condition	LD Percentage
A	Delay upto one fourth period of the prescribed period of deliverable	2.5%
B	Delay exceeding one fourth but not exceeding half of the prescribed period of deliverable	5%
C	Delay exceeding half but not exceeding three fourth of the prescribed period of deliverable	7.5%
C	Delay exceeding three fourth but not exceeding equal to the total allowed for that activity from the prescribed period of deliverable	10%



- Fraction of a day in reckoning period in settlement of claim shall be eliminated if it is less than half a day.
- The maximum amount of liquidated damages shall be 10%.
- Also liquidated damages would be deducted from the payment due for that milestone as mentioned in schedule of terms of payment.

## 8. Force Majeure

(a) Any delay in or failure of performance by the Planning Department or TPA shall not constitute default hereunder or give rise to any claims for damages against the Planning Department or TPA if and to the extent caused by reasons which are beyond the control of the Planning Department or TPA including but not limited to acts of God, strikes or other concerted acts or workman, power cuts, fires, floods, explosions, riots war (declared or undeclared), rebellion, sabotage, extra ordinary severe weather, civil commotion and criminal acts of third parties.

(b) Both the Planning Department or TPA shall keep a record of the circumstances referred to above which are responsible for causing delays in the execution of the project.

(c) If the execution of the projects likely to be delayed by or as the result of one or more of the circumstances referred to in Article 8(a) hereof, the Planning Department or TPA shall discuss the situation with a view to find the means to minimize the impact and effect of such circumstances and to reduce the costs and expenses which the Planning Department or TPA or either of them may incur. However, release of payments shall not be part of Force Major unless physically prevented.

## 9. KEY PERSONAL

The Third Party Agencies (the “TPA”) shall consist of the personnel (the "Key Personnel") with requisite qualification and experience who shall discharge their respective responsibilities as per the CV of the personal–

- i- Graduate / Post Graduate / Doctorate with Adequate experience in the respective field.
- ii- He/She should be working in a reputed University/Organization (such as IIT’s ,NITs, AIIMS, Govt. Medical College, Govt Agricultural University, National Institute of Dairy Technology, QCI etc.) and hold the post of

at least Associate Professor/Professor/Superintending Engineer etc in the respected field

#### **10. REPLACEMENT OF THE KEY PERSONAL**

If the Authority shall approve any replacement of the key personal, the agency should replace the personal having qualification substantially equal or higher than those proposed in the bid approved by competent authority

#### **11. PENALTY**

The TPA fails to fulfill the requirement of Technical and Economic Appraisal, of the Project which directly affect the quality of work than penalty of 10% shall be imposed from payable amount of the submitted bill. Authority may also consider for black listing the Applicant/Institutions.

#### **12. REPRESENTATION AND RELATIONSHIP OF THE PARTIES :-**

- 1.0 During the period this agreement remains in force, neither Party shall be deemed to be a representative or agent of the other Party for any purpose whatsoever and not hold itself out as having the authority or right to assume, create or undertake any obligations on behalf of the other Party without the written consent of the other party.
- 2.0 This agreement shall not be interpreted or construed to create an association, joint venture, or partnership between the parties or to impose any partnership obligation or liability upon either party. Neither party shall have any right, power or authority to enter into any agreement or undertaking, or act on behalf of or to act as or be an agent or representative of, or to otherwise bind, the other party.

#### **13. AMENDMENT :**

No amendment or modification to this agreement shall be binding on either party unless amended in writing and signed by both the Parties.

#### **14. SETTLEMENT OF DISPUTES AND ARBITRATION:**

- 1) All differences or disputes between the Parties arising out or in connection with this agreement shall in the first instance be amicably settled/resolved between the Parties within 15 days. Failing amicable settlement, the dispute shall be finally settled by

sole Arbitrator through arbitration conducted under the Arbitration and Conciliation Act, 1996 (as amended from time to time). An officer not below the rank of Secretary to the State Government nominated by Principal Secretary/Secretary (Planning) Government of Uttarakhand shall be the sole Arbitrator. However, during pending of such arbitration the work assigned to the TPA shall be carried on by it without any interruption unless specifically forbidden by the Authority.

- 2) This agreement shall be governed by and construed by in accordance with the laws of India and all disputes arising out of this agreement shall be subject to the jurisdiction of local courts situated in Dehradun.
- 3) The time limit for raising dispute (if any) through written notice shall be up to two months after the satisfactory completion of this agreement. After this period no claim dispute shall be entertained.

**15. TERMINATION OF THE AGREEMENT.**

During the tenure of the agreement parties hereto can terminate the either for violation of any of the clause of the agreement or other work by giving one month notice in writing to the defaulting PARTY. Failure of either PARTY to terminate the agreement on account of breach or default by the other shall not constitute a waiver of that party's right to terminate this agreement.

**16. GOVERNING LAWS AND COURT OF JURISDICTION:**

This agreement shall be governed by the Indian Laws and rules framed there under. In witness whereof, the Parties hereof have caused this agreement to be executed, by its duly authorized officers as of the date first written above. Court of jurisdiction should be Dehradun.

## Format for Financial Bid

### Financial Bid

Note :- Financial Bid will be invited from the empaneled agency only. The format of Financial Bid is as under :-

<b>S. No.</b>	<b>Status of Project</b>	<b>Fee for each project/assignment (as per scope of work) in words &amp; figure (In Rs.)</b>
<b>1</b>	<b>Information Technology (Hardware &amp; Software) related project</b>	
a	Upto Rs 10 Cr.	
b	Rs. 10 Cr. to 50 Cr.	
c	Rs. 50 Cr. to 100 Cr.	
d	Rs. 100 Cr. to 300 Cr.	
e	Rs. 300 Cr. to 500 Cr.	
f	Above Rs. 500 Cr.	
<b>2</b>	<b>Medical Health related project.</b>	
a	Upto Rs 10 Cr.	
b	Rs. 10 Cr. to 50 Cr.	
c	Rs. 50 Cr. to 100 Cr.	
d	Rs. 100 Cr. to 300 Cr.	
e	Rs. 300 Cr. to 500 Cr.	
f	Above Rs. 500 Cr.	

<b>3</b>	<b>Bridges &amp; Rope way project</b>	
a	Upto Rs 10 Cr.	
b	Rs. 10 Cr. to 50 Cr.	
c	Rs. 50 Cr. to 100 Cr.	
d	Rs. 100 Cr. to 300 Cr.	
e	Rs. 300 Cr. to 500 Cr.	
f	Above Rs. 500 Cr.	
<b>4</b>	<b>Transportation project (Rapid Metro, Trolley, Metro Rail etc.)</b>	
a	Upto Rs 10 Cr.	
b	Rs. 10 Cr. to 50 Cr.	
c	Rs. 50 Cr. to 100 Cr.	
d	Rs. 100 Cr. to 300 Cr.	
e	Rs. 300 Cr. to 500 Cr.	
f	Above Rs. 500 Cr.	
<b>5</b>	<b>Hydro and water resources Project (more than 25 MW)</b>	
a	Upto Rs 10 Cr.	
b	Rs. 10 Cr. to 50 Cr.	
c	Rs. 50 Cr. to 100 Cr.	
d	Rs. 100 Cr. to 300 Cr.	
e	Rs. 300 Cr. to 500 Cr.	
f	Above Rs. 500 Cr.	

<b>6</b>	<b>Sewerage project</b>	
a	Upto Rs 10 Cr.	
b	Rs. 10 Cr. to 50 Cr.	
c	Rs. 50 Cr. to 100 Cr.	
d	Rs. 100 Cr. to 300 Cr.	
e	Rs. 300 Cr. to 500 Cr.	
f	Above Rs. 500 Cr.	
<b>7</b>	<b>Irrigation &amp; Hydraulic Structure related project</b>	
a	Upto Rs 10 Cr.	
b	Rs. 10 Cr. to 50 Cr.	
c	Rs. 50 Cr. to 100 Cr.	
d	Rs. 100 Cr. to 300 Cr.	
e	Rs. 300 Cr. to 500 Cr.	
f	Above Rs. 500 Cr.	
<b>8</b>	<b>Project related to Animal Husbandry &amp; Dairy</b>	
a	Upto Rs 10 Cr.	
b	Rs. 10 Cr. to 50 Cr.	
c	Rs. 50 Cr. to 100 Cr.	
d	Rs. 100 Cr. to 300 Cr.	
e	Rs. 300 Cr. to 500 Cr.	
f	Above Rs. 500 Cr.	

**The above rates should include all cost, including GST & service charges etc.**

**Signature of the Applicant's  
Authorized Signatory**