

# **REQUEST FOR QUALIFICATION**

**for**

**Empanelment of Third Party Quality  
Control Agencies for Infrastructure  
Works in Uttarakhand for 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 quality control Agencies duly accredited by Quality Council of India for 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 quality control Agencies duly accredited by Quality Council of India for 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 External Agency (hereinafter referred to as “Agencies/Applicants”) for Third Party Quality Assurance 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.
- 1.1.3 The Agencies will be empanelled for at least 1 year extendable upto Five years.

### 1.2 Due diligence by Applicants

Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority and the Project site, sending written queries to the Authority, and attending a Pre-Proposal Conference on the date and time specified in Clause 1.7.

### 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 1700 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 RFP 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 establish a Panel of Agencies. The Panel members will be further invited to participate in Financial Bids for various works.

## 1.6 Schedule of Selection Process

The Authority would endeavor to adhere to the following schedule:

Sr. No.	Event Description	Estimated Date
1.	Date of Uploading RFQ	14-09-2021
2.	Pre-Bid Queries	21-09-2021 11.00 am
3.	Pre-Bid Queries based Revision - Uploading	24-09-2021
4.	RFQ submission start date	24-09-2021
5.	Last Date of submission RFQ	08-10-2021 01.00 pm
6.	Date of opening	08-10-2021 03.00 pm

## 1.7 Pre-Proposal Conference

The date, time and venue of Pre-Proposal Conference shall be:

Date: 21-09-2021

Time: 11-00 hrs

Venue: State Planning Commission,  
4<sup>th</sup> Floor, Vishwakrama Bhawan, Room No. 406  
Uttarakhand Secretariat , 4-Subhash Marg  
Dehradun, Uttarakhand  
Ph- 9410314099

## 1.8 Communications

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

Secretary (I.C.)  
**Planning Department,**  
**4<sup>th</sup> Floor, Room No 417 A, Vishwakrama Bhawan,**  
**Uttarakhand Secretariat , 4-Subhash Marg**  
**Dehradun, Uttarakhand**  
Ph- 9410314099

1.8.2 **Email :**

The Official Website of the Authority is:  
SpC-uk@nic.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 External Agency for Third Party Quality Assurance of  
Infrastructure Projects in Uttarakhand for State Planning Commission, Government of  
Uttarakhand (the “SPC, GoUK ”)**

## 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 Field work Analysis & Evaluation Study of Schemes 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 Qulaity checking and technical evaluation Team (the "Evaluation 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 with Adequate experience in the respective field.
- ii- Diploma with adequate experience in the respective field.

#### 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 an organization as a Firm/Society registered under society registration	Yes/No	Registration certificate/Certificate of Incorporation

	act 1860 /partnership firm/companies registered under companies act 1956/2013 registered in India.		
2.	The applicant should have adequate experience for third party quality assurance/consultancy in the field of :- <ul style="list-style-type: none"> <li>• Buildings</li> <li>• Roads</li> <li>• Bridges</li> <li>• Water Supply</li> <li>• Sewerage</li> <li>• Irrigation &amp; Hydraulic Structure</li> <li>• Various Plastic product and materials</li> <li>• Information Technology</li> </ul>	Yes/No	documentary evidence
3.	The applicant shall consist of key personal having requisite qualification and adequate experience in the repetitive field of infrastructure	Yes / No	Certified documentary evidence
4.	The Applicant should have past 5 years experience in quality checking/consultancy of following infrastructure works as per ToR: <ul style="list-style-type: none"> <li>• Buildings</li> <li>• Road</li> <li>• Bridges</li> <li>• Water Supply &amp; Sewerage</li> <li>• Irrigation &amp; Hydraulic Structure</li> <li>• Various Plastic product and materials</li> <li>• Information Technology</li> </ul>	Yes/No	documentary evidence :copy of work order/ Agreement & completion certificate from its clients
5.	The bidder must have a minimum average annual turnover of at least Rs 5.00 Crore from relevant work during last three years (FY 2018-19, 2019-20 & 2020-21).	Yes/No	Audited Profit / Loss Statement and Balance Sheet
6.	The bidder should not have been penalized by any organization for poor quality of work or breach of contract in the last five years  And Should not have been blacklisted by any Government department/Public Sector Undertaking in the last five years	Yes/No	Self Certified Undertaking

	<p>And Should not have suffered bankruptcy/insolvency in the last five years</p>		
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**2.3 Conflict of Interest**

2.3.1 The selected Applicant 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 Project. 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 set forth 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 External Agency for Conducting Field work Analysis & Evaluation Study of Schemes for State Planning Commission, Government of Uttarakhand (GoUk)"**

The Authority shall endeavor to respond to the queries within the period specified therein but not later than 7 days prior to the Proposal Due Date. 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 1.7, 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 2.15.1. 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 2 (the “Technical Proposal”)**

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

- a) All forms are submitted in the prescribed formats 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 position 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 Agencies 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 1.8.1 and 1.8.3 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-\_\_\_).

- 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 1300 hrs on the Proposal Due Date Specified at Clause 1.7 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 15.30 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 3.2.

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 2 year which shall be extended upto 3 year based on performance.

2.22.2 Top 10 Agencies will be empanelled

### **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, in duplicate, by the Authority to the Selected Applicant and the Selected Applicant 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, it shall execute the Agreement within the period of 21 (Twenty One) days from the date of issuance of LOA. The Selected Applicant shall not be entitled to seek any deviation



in the Agreement. If the Selected Applicant fails to sign the Agreement, the Authority may invite the Second Ranked Applicant for negotiations and may issue LOA to him.

## 2.26 Commencement of Assignment

The Applicant shall commence the Services within seven days from the date of signing of the Agreement.

## 3. CRITERIA FOR EVALUATION

### 3.1 Evaluation of Technical Proposal

The Technical Proposal would be evaluated on the following basis:

Sl. No.	Parameter	Maximum Mark	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 counted from the oldest work experience.
2.	Qualification in support Relevant Experience of the Key Personnel	40	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 work.
3.	Applicant having own NABL accredited material testing labs	10	NABL accredited certificate
	<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 RFP, assignments in respect of Quality checking/consultancy of the requisite infrastructure works, for the infrastructure projects shall be deemed as eligible assignments (the "Eligible Assignments"):

Quality Assurance/Consultancy experience in following:

- Road
- Bridge
- Building
- Water Supply
- Sewerage
- Irrigation & Hydraulic Structure
- Various Plastic product and materials
- Information Technology

3.1.2 While submitting the Technical Proposal, the Bidder 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 cancellation 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. RE-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 External Agency for “Third Party Quality Assurance 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 Firm  
Address  
(Lead Member in case of Consortium)

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

To,

\_\_\_\_\_

Dehradun

**Subject: Selection of External Agency for “Third Party Quality Assurance 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 \_\_\_\_\_, 2018

Name of the AGENCY

\_\_\_\_\_  
Signature of the Authorized Person

\_\_\_\_\_  
Name of the Authorized Person

Note:

*To be signed and submitted by the Applicant*

**FORMAT FOR POWER OF ATTORNEY FOR SIGNING THE PROPOSAL**  
*(On a Stamp Paper of relevant value)*

**FORMAT FOR POWER OF ATTORNEY FOR SIGNING THE PROPOSAL**  
*(On a 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 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 External Agency for Third Party Quality Assurance of infrastructure Projects in Uttarakhand, including signing and submission of all documents and providing information/ responses to SPC GoUK, representing us in all matters before SPC GoUK, and generally dealing with SPC 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 External Agency for "Third Party Quality Assurance 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

Form-1

**Financial Capacity of the Applicant**

S.No.	Financial Year	Annual Turn Over (in Rs.crores) (CA Certificate)
1.	2018-19	
2.	2019-20	
3.	2020-21	

Certificate from the Statutory Auditor / Chartered Accountant

This is to certify that ..... (name of the Bidder) has received the payments shown above against the respective years on account of professional fees.

Name of the audit firm:

Seal of the audit firm :

Date:

(Signature, name and designation of the authorized signatory)

Form-2  
Particulars of the Bidder

1.1	Name of Company or Firm:
1.2	Legal status:
1.3	Registered address:
1.4	<p>Year of Incorporation:</p> <p>Year of commencement of business:</p> <p>Principal place of business:</p> <p>Brief description of the Company including details of its main lines of business</p> <p>Details of Offices and staff place in Uttarakhand :</p> <p>Name, designation, address and phone numbers of authorized signatory of the Bidder :</p> <p>Name:</p> <p>Designation:</p> <p>Company:</p> <p>Address:</p> <p>Phone No.</p>
1.5	<p>Documents to be submitted :</p> <p>i. Copy of Certificate of Incorporation / Registration of the Bidder</p> <p>ii. Copy of PAN</p> <p>iii. Copy of Service Tax Registration Certificate</p> <p>iv. Copies of IT Returns for the last three years (2018-19, 2019-20 &amp; 2020-21)</p>

**Summary of Assignments of the Bidder\***  
(Refer Clauses 3.1.1)

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

\*The Bidder 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 60 per US\$ for conversion to Rupees.

\*\* Please specify the nature of consultancy services viz. Monitoring & Evaluation, Impact Assessment, Program 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.