

Request for Proposal

**Selection of Agency for Preparation of
Economic Survey of the State for the year
2019-20, Government of Uttarakhand (GoUK)**

Directorate of Economics and Statistics

Due on 7th November 2019

Director

DIRECTORATE OF ECONOMICS & STATISTICS,

100/06, Neshvilla Road,

Dehradun, Uttarakhand-248001

Telefax- 0135-2712604

Mail Id: dirdesuk@gmail.com

DISCLAIMER

The information contained in this Request for Proposal document (“RFP”) or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the) Directorate of Economics & Statistics, Department of Planning, Government of Uttarakhand (DES, GoUK) or any of their employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

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

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

The DES, GoUK its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in anyway in this Selection Process.

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

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

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

Table of Contents

DISCLAIMER	2
1. INTRODUCTION	5
1.1 Background	5
1.2 Request for Proposal (RFP)	5
1.3 Eligible Bidders	5
1.4 Due diligence by Applicants	5
1.5 Procurement of RFP Document	5
1.6 Validity of the Proposal	6
1.7 Brief description of the Selection Process	6
1.8 Currency conversion rate and payment.....	6
1.9 Schedule of Selection Process	6
1.10 Pre-Bid Meeting.....	7
1.11 Communications.....	7
2. INSTRUCTIONS TO APPLICANTS	8
A. General.....	8
B. Documents	12
C. Preparation and Submission of Proposal	14
D. Evaluation Process	20
E. Appointment of External Agency.....	22
3. CRITERIA FOR EVALUATION	25
4. FRAUD AND CORRUPT PRACTICES.....	28
5. MISCELLANEOUS.....	30
6. CONTRACT FOR AGENCY'S SERVICES.....	31
7. CONDITIONS OF CONTRACT	33
Appendix 1: Terms of Reference (TOR) & Conditions of Contract.....	42
Appendix 2: Letter of Application	47
Appendix 3: Anti Collusion and Non Conflict of Interest.....	48
Appendix 4: Financial Proposal	49
Appendix 5: Format for Power of Attorney for Signing the Proposal.....	51
Appendix 6: Form of Performance Security	52
Appendix-7: Particulars of Key Personnel Proposed for Assignment	54
Appendix-8: Description of approach, methodology and work plan for performing the assignment .	56
Appendix-9: Particulars of the Bidder.....	57
Appendix-10: Financial Capacity of the Bidder	Error! Bookmark not defined.
Appendix-11: Summary of Assignments of the Bidder.....	58

1. INTRODUCTION

1.1 Background

1.1.1 Directorate of Economics & Statistics, Department of Planning, Government of Uttarakhand (the "DES, GoUK") is engaged in designing and conducting various statistical surveys, collection, compilation, analysis and interpretation of data and monitoring & evaluation of the schemes of Government Department's of Uttarakhand. It is also entrusted with the responsibility to prepare the Economic Survey of the state, which is put up before the State Legislative Assembly before Budget Document of the State. Presently, it proposes to engage an external agency to prepare the Economic Survey 2019-20 in lines of the Economic Survey of Government of India having chapters like: General Overview of state's Economy, Macro Economics aggregates having GSDP Growth with future projections, Revenue Growth with future projections including GST, Growth Drivers of Economy, Infrastructure Deficit and Challenges- Power, Road Transport, Air Transport and Railways, Social Sector Scenario in the state, Water security including forest conservation and climate change, Primary sector transformation, skill and entrepreneurship and data management with new areas of Artificial Intelligence, GIS, Business Intelligence etc (in Hindi and English languages).

1.2 Request for Proposal (RFP)

1.2.1 Directorate of Economics & Statistics, Department of Planning, Government of Uttarakhand (the "DES, GoUK") invites Request for Proposal (RFP) (the "Proposals") for selection of External Agency for preparation of Economic Survey of the state for the year 2019-20. The organizations which qualify the eligibility criteria, herein collectively referred to as (the "Applicants"), on the Terms and Conditions mentioned in the RFP document.

1.3 Eligible Bidders

1.3.1 Applicants who qualify as per the technical and financial qualification norms shall be eligible to bid for this task. Please see clause 2.2.2 of the RFP for pre-qualification norms.

1.3.2 Applicants shall provide such evidence of their continued eligibility to the satisfaction of The Authority, as the Authority may reasonably request.

1.4 Due diligence by Applicants

1.4.1 Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by familiarizing themselves with the assignment, sending written queries to the DES, GoUK, and attending a Pre-Proposal Conference on the date and time specified in Clause 1.9.

1.5 Procurement of RFP Document

1.5.1 RFP 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 Clause 1.11.1. The document can also be downloaded from the official website of the DES, GoUK ie. des.uk.gov.in.

1.6 Validity of the Proposal

1.6.1 The Proposal shall be valid for a period of not less than 180 days from the Proposal Due Date (the "PDD").

1.7 Brief description of the Selection Process

1.7.1 The Authority has adopted a two stage selection process (the "Selection Process") in evaluating the Proposals comprising technical and financial bids to be submitted in two separate sealed envelopes. In the first stage, a technical evaluation will be carried out as specified in Clause 3.1. Based on this technical evaluation, a list of shortlisted applicants shall be prepared as specified in clause 3.2. In the second stage, a financial evaluation will be carried out as specified in clause 3.3. Proposals will finally be ranked according to their combined technical and financial scores as specified in Clause 3.4. The first ranked Applicant (the "Selected Applicant") may, if necessary, be invited for clarifications and reconfirmation of commitments and its obligations under this RFP, while the second ranked Applicant will be kept in reserve.

1.8 Currency conversion rate and payment

1.8.1 All payments to the Agency shall be made in INR in accordance with the provisions of this RFP. The Agency may convert Rupees into any foreign currency as per Applicable Laws and the exchange risk, if any, shall be borne by the Agency.

1.9 Schedule of Selection Process

The DES, GoUK would endeavor to adhere to the following schedule after RFP sent to all empaneled agencies:

S.No.	Event Description	Estimated Date
1.9.1	Last date for receiving queries/ clarifications	T*+ 4 (29 October 2019)
1.9.2	Pre-Bid/Queries	T+ 5 (30 October 2019)
1.9.3	DES, GoUK response to queries	T+ 6(31 st October)
1.9.4	Proposal Due Date (PDD) (i.e last date of receiving RFP)	T+ 13 (7 th November 2019)
1.9.5	Opening of Technical Proposals	T+ 14 (8 th November 2019)
1.9.6	Evaluation of Technical Proposals	T+ 14 (8 th November 2019)
1.9.7	Opening of Financial Proposals	T+ 14 (8 th November 2019)

*T-RFP sent to all empaneled agencies/ published Date.

T- 25 October 2019

1.10 Pre-Bid Meeting

1.10.1 The date, time and venue of Pre-Bid Meeting shall be:

Date: 30th October 2019

Time: 11 AM

Venue: DES, 100/06, Neshvilla Road, Dehradun, Uttarakhand-248001

1.11 Communications

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

Address:

Director

Directorate of Economics & Statistics,

100/06, Neshvilla Road,

Gate No. 04

Dehradun, Uttarakhand-248001

Ph- 0135-2712604

Email id dirdesuk@gmail.com

1.11.2 All notifications would be uploaded on - des.uk.gov.in

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

“RFP for Selection of Agency for Preparation of Economic Survey of the state for the year 2019-20, Government of Uttarakhand (the “DES, GoUK ”)

2. INSTRUCTIONS TO APPLICANTS

A. GENERAL

2.1 Scope of the Proposal

- 2.1.1 Detailed description of the objectives, scope of services, deliverables and other requirements relating to this External Agency are specified in this RFP 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 RFP.
- 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 DES, GoUK 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 RFP. The Financial Proposal shall be submitted in the format provided at Appendix 4. Upon selection, the Applicant shall be required to enter into an agreement with the DES, GoUK.
- 2.1.4 The Applicant should submit a Power of Attorney as per the format provide in Appendix 5.
- 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 Research Team (the "Research Team") shall consist of the following key personnel (the "Key Personnel") who shall discharge their respective responsibilities as specified below:

Key Personnel	Responsibility
Team Leader	He will lead, co-ordinate and supervise the multi disciplinary team for undertaking the services as specified in the ToR. Should have minimum 10 Years of experience in the fields of consulting/social sector/monitoring & evaluation/research & statistics/Government Programs

Subject/ Sector Expert/ Chapter writers	Subject/ Sector expert will write the chapters/ topics/ articles for the Economic Survey as per TOR. Minimum 10 years of relevant experience in Socio- Economic Analysis, report writing and research of GoI/ GoUK/ other state governments or Multilateral Organizations.
MIS, Research and Statistics Expert	Data collection, compilation, analysis work. Minimum 5 years of relevant experience of research and deep understanding of data analysis.

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 Society registered under society registration act 1860 /partnership firm/companies registered under companies act 1956/2013 registered in India.	Yes/No	Registration certificate/ Certificate of Incorporation
2.	The Applicant should have been empaneled by the DES, GoUK for survey/ studies and research work.	Yes/No	Documentary evidence: copy of empanelment order of DES, GOUK
3.	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
4.	And Should not have suffered bankruptcy/insolvency in the last five years	Yes/No	

2.3 Conflict of Interest

2.3.1 The selected Agency shall not receive any remuneration in connection with the assignment except as provided in the Agreement. The Agency and its affiliates shall not engage in consulting activities that conflict with the interest of the DES, 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 External Agency contract that the Agency should provide professional, objective and impartial advice and at all times hold the DES, 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. Agency shall not be hired for any assignment that would be in conflict with their prior or current obligations to other DES, 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, Agency shall not be hired, under the circumstances set forth below:-

- a. **Conflict between Consulting activities and procurement of goods, works or services:** An Agency/ External Agency concern that have been engaged to provide goods, works, or services for a project, and each of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, an Agency/External Agency concern hired to provide consulting 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 the Agency (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 Transactional Advisor. As an example, Agency hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and Agency assisting DES, GoUK in the privatization on public assets shall neither purchase nor advice purchasers of, such assets. Similarly, Agency 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:** Agency (including their personnel and sub- Agency) that have a business or family relationship with such member(s) of the Employer's staff or with the staff of the project implementing agency, 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 DES, GoUK, 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 Agency's work.

2.4 Number of Proposals

An Applicant is eligible to submit only one Application for the External Agency. 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 DES, GoUK will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.6 Verification of information

Applicants are encouraged to submit their respective Proposals after ascertaining for themselves the workload, location of related offices to be contacted for data collection, data availability and other information with the DES, GoUK, applicable laws and regulations or any other matter considered relevant by them.

2.7 Acknowledgement by Applicant

2.7.1 It shall be deemed that by submitting the Proposal, the Applicant has:

- a. made a complete and careful examination of the RFP;
- b. received all relevant information requested from the DES, GoUK ;
- c. acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the DES, GoUK or relating to any of the matters referred to in Clause 2.3 above;
- d. satisfied itself about all matters, things and information, including matters referred to in Clause 2.7 herein above, 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.

2.7.2 The DES, GoUK 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 RFP or the Selection Process, including any error or mistake therein or in any information or data given by the DES, GoUK .

2.8 Right to reject any or all Proposals

2.8.1 Notwithstanding anything contained in this RFP, the DES, GoUK 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.

- 2.8.2 The DES, GoUK 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 DES, GoUK, the supplemental information sought by the DES, GoUK for evaluation of the Proposal.
- 2.8.3 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 DES, GoUK reserves the right to consider the next best applicant, or any other measure as may be deemed fit in the sole discretion of the DES, GoUK including annulment of the Selection Process.

B. DOCUMENTS

2.9 Contents of the RFP

- 2.9.1 This RFP comprises the Disclaimer set forth herein above, the contents as listed below and will additionally include any Addendum / Amendment issued in accordance with Clause 2.9:

RFP

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

Appendix 1: Terms of Reference

Appendix 2: Letter of Proposal

Appendix 3: Anti Collusion Certificate

Appendix 4: Financial Proposal

Appendix 5: Format For Power Of Attorney For Signing The Proposal

Appendix 6: Format for performance guarantee

Appendix 7: Key Personnel & CV format

Appendix 8: Proposed Methodology & Work Plan

Appendix 9: Particulars of the Bidder

Appendix 10: Summary of Assignments of Bidder

2.10 Clarifications

2.10.1 Applicants requiring any clarification on the RFP may send their queries to the DES, GoUK in writing before the date mentioned in the Schedule of Selection Process at Clause 1.9. The envelopes shall clearly bear the following identification:

"Queries/Request for Additional Information concerning RFP for Selection of External Agency for Preparation of Economic Survey of the state for the year 2019-20 Government of Uttarakhand (GoUK)"

The DES, GoUK shall endeavor to respond to the queries within the period specified therein but not later than 04 day prior to the Proposal Due Date. The responses will be sent by fax or e-mail. The DES, GoUK 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.

2.10.2 The DES, GoUK 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 DES, GoUK to respond to any question or to provide any clarification.

2.11 Amendment of RFP

2.11.1 At any time prior to the deadline for submission of Proposal, the DES, GoUK may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP 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.

- 2.11.2 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 RFP containing the amendments and will be binding on all Applicants.
- 2.11.3 In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the DES, GoUK may, in its sole discretion, extend the Proposal Due Date.

C. PREPARATION AND SUBMISSION OF PROPOSAL

2.12 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 RFP. 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.

2.13 Format and signing of Proposal

- 2.13.1 The Applicant shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects.
- 2.13.2 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 RFP) 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.
- 2.13.3 The Proposal shall be typed or written in indelible ink and signed by the authorized 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
 - ii. by the Authorized Representative of the Lead Member, in case of consortium. 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.

2.13.4 Applicants should note the Proposal Due Date, as specified in Clause 1.10, 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 2.16.1. 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.

2.14 Technical Proposal

2.14.1 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 of this RFP 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.

2.14.2 While submitting the Technical Proposal, the Applicant shall, in particular ensure that:

- a) The bid security is provided;
- b) All forms are submitted in the prescribed formats and signed by the prescribed signatories;
- c) Power Of Attorney;
- d) CVs of all Professional Personnel have been included;
- e) Technical Capacity is depicted as per Appendix-11 of the RFP document;
- f) Financial Capacity is depicted as per Appendix-10 of the RFP document; and
- g) Other key documents submitted as asked.

2.14.3 Bidders shall submit the technical proposal in the formats at Appendix-6, 8 & 11 (the "Technical Proposal").

2.14.4 To be eligible for evaluation of its Technical Proposal, the Bidder shall fulfill the following:

- A. **Availability of Key Personnel:** The Bidder shall offer and make available all Key Personnel meeting the requirements specified in sub-clause (B) below.
- B. **Conditions of Eligibility for Key Personnel:** Each of the Key Personnel must fulfill the Conditions of Eligibility specified below:

Key Personnel	Educational Qualification	Professional Experience	Experience on Eligible Assignments
Team Leader	Master's Degree in M.S.W, Economics, Statistics, social sciences, Public Administration or related fields.	10 years	Should have minimum 10 Years of experience in the fields of Socio-Economic Sector/ Development Sectors and minimum 5 years experience as Team Leader/Project Director in Report writing, Research analysis, Monitoring & Evaluation, Impact Assessment assignments.
Subject/ Sector Expert/ Chapter writers	Master's Degree in M.S.W, Economics, social sciences, Public Administration or related field or in a closely related field.	10 years	Minimum 10 years of relevant experience in Research analysis, report writing of GoI/GoUK/ other state governments or Multilateral Organizations
MIS, Research and Statistics Expert	Masters in Economics / Statistics & Maths/ Computer Science/ M Tech/ related fields	5 years	Minimum 5 years of relevant experience of Data collection, compilation, analysis work.

2.14.5 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 CVs 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;
- 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) Failure to comply with the requirements spelt out in this Clause 2.14 shall make the Proposal liable to be rejected.

2.14.6 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.

2.14.7 The Technical Proposal shall not include any financial information relating to the Financial Proposal.

2.15 Financial Proposal

2.15.1 Applicants shall submit the financial proposal in the format provided at Appendix-4 (the "Financial Proposal") clearly indicating the total cost of the Consultancy in both figures and words, in Indian Rupees, and signed by the Applicant's authorised signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.

2.15.2 While submitting the Financial Proposal, the Applicant shall ensure the following:

- i. All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (Expatriate and Resident, in the field, office etc), accommodation, airfare, equipment, printing of documents, surveys, geo-technical investigations etc (unless Scope Change approved by the Authority). The total amount indicated in the Financial Proposal shall be without any condition attached or subject to on, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- ii. The Financial Proposal shall be excluding service tax but inclusive of all other taxes. For the avoidance of doubt, it is clarified that service tax would be paid extra at the rate prevailing at the time of raising the invoices. Further, all payments shall be subject to deduction of taxes at source as per applicable laws.
- iii. Costs shall be expressed in INR.

2.16 Submission of Proposal

2.16.1 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 RFP and the original RFP issued by the Authority, the latter shall prevail.

2.16.2 The Proposal will be sealed in an outer envelope which will bear the address of the Authority, as indicated at Clause 1.11.1 and 1.11.3 and the name and address of the Applicant. It shall also bear on top, the following:

“Do not open, except in presence of the 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.

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

- i. Application in the prescribed format along with Appendix-2 to 8 and supporting documents;
- ii. Bid Security as specified in Clause No. 2.20.1

The envelope marked “Financial Proposal” shall contain the financial proposal in the prescribed format (Appendix-4).

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

2.16.5 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.

- 2.16.6 The Proposal shall be made in the Forms specified in this RFP. 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.
- 2.16.7 The Financial proposal shall be firm throughout the period of performance of the assignment upto and discharge of all obligations of the Consultant under the Agreement.
- 2.17 **Proposal Due Date**
- 2.17.1 Proposal should be submitted before 1630 hrs on the Proposal Due Date Specified at Clause 1.9 at the address provided in Clause 1.11 in the manner and form as detailed in this RFP.
- 2.17.2 The DES, GoUK may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with Clause 2.10 uniformly for all Applicants.
- 2.18 **Late Proposals**
- 2.18.1 Proposals received by the DES, GoUK after the specified time on Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.
- 2.19 **Modification/ substitution/ withdrawal of Proposals**
- 2.19.1 No Proposal shall be modified, substituted, or withdrawn by the Applicant after its submission as per the provisions of clause 2.16 and 2.17.
- 2.20 **Proposal Security.**
- 2.20.1 The Applicant shall furnish as part of its Proposal, a Proposal Security of Rs.60,000.00 (Rs Sixty Thousands only/-) in the form of a Demand Draft issued by one of the Nationalised/ Scheduled Banks in India in favour of DES, GoUK payable at Dehradun, returnable/refundable not later than 30 days from PDD except in case of the two highest ranked applicants. In the event that the first ranked Applicant commences the assignment as required in Clause 2.26, the second ranked Applicant, who has been kept in reserve, shall be returned/refunded its Proposal Security forthwith, or within 60 days from PDD whichever is earlier.

- 2.20.2 The Selected Applicant's Proposal Security shall be returned/refunded upon the Applicant signing the Agreement and completing the deliverables assigned to it for the first 2 (two) months of the External Agency in accordance with the provisions thereof.
- 2.20.3 Any Proposal not accompanied by the Proposal Security shall be rejected by the DES, GoUK as non-responsive.
- 2.20.4 As per Uttarakhand Procurement Rules 2008, DES, GoUK shall not be liable to pay any interest on the Proposal Security and the same shall be interest free.
- 2.20.5 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the DES, GoUK's any other right or remedy hereunder or in law or otherwise, the Proposal Security shall be forfeited and appropriated by the DES, GoUK under the following conditions:
- a) If an Applicant engages in any of the Prohibited Practices specified in Section 4 of this RFP; or
 - b) If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time; or
 - c) In the case of the Selected Applicant, if the Applicant fails to clarify or reconfirm its commitments as required vide Clause 2.21.1; or
 - d) In the case of a Selected Applicant, if the Applicant fails to sign the Agreement as specified in Clause 2.27 and 2.28 or commence the respectively; or
 - e) If the Applicant is found to have a Conflict of Interest as specified in Clause 2.3.

D. EVALUATION PROCESS

2.21 Evaluation of Proposals

- 2.21.1 The Authority shall open the Proposals at 1130 hours on the T+14th Date, and in the presence of the Applicants who choose to attend. The envelopes marked "Technical Proposal" shall be opened first. The envelopes marked "Financial Proposal" shall be kept sealed for opening at a later date.
- 2.21.2 Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.16 shall not be opened.
- 2.21.3 Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:
- a) It is received in the form specified at Appendices of this Document;
 - b) it is received by the Proposal Due Date including any extension thereof pursuant to Clause 2.18;
 - c) It is accompanied by draft for Cost of RFP Document as specified in clause 1.5;

- d) it is accompanied by the Bid Security as specified in Clause 2.21.1.
- e) it is signed, sealed, hard bound and marked as stipulated in Clause 2.14 and 2.16;
- f) it is accompanied by the Power of Attorney;
- g) it contains all the information (complete in all respects) as requested in the RFP;
- h) it does not contain any condition or qualification;
- i) Applicant is not non-responsive in terms hereof.

2.21.4 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.

2.21.5 The Authority would subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.9 and the criteria set out in Section 3 of this RFP.

2.21.6 After the technical evaluation, the Authority shall prepare a list of pre-qualified and shortlisted Applicants in terms of Clause 3.2 for opening of their Financial Proposals. A date, time and venue will be notified to all Applicants for announcing the result of evaluation and opening of Financial Proposals. The opening of Financial 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 financial evaluation and final ranking of the Proposals would be carried out in terms of Section 3.3 and 3.4.

2.21.7 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.

2.21.8 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 Consultancy is subsequently awarded to it.

2.22 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 DES, in relation to, or matters arising out of, or concerning the Selection Process. The DES, GoUK 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 DES 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 DES.

2.23 Clarifications

2.23.1 To facilitate evaluation of Proposals, the DES, GoUK 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 DES, GoUK for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.23.2 If an Applicant does not provide clarifications sought under Sub-Clause 2.21.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the DES, GoUK 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 DES, GoUK.

E. APPOINTMENT OF EXTERNAL AGENCY**2.24 Negotiations**

2.24.1 The Selected Bidder may, if necessary, be invited for negotiations. The negotiations including for re-confirming the obligations of the Project Management Consultant under this RFP document. Issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations. In case the Selected Bidder fails to confirm its commitment, the Authority reserves the right to designate the next ranked Bidder as the Selected Bidder and invite it for negotiations.

2.24.2 The Authority will examine the CVs of all other Professional Personnel and those not found suitable shall be replaced by the Bidder to the satisfaction of the Authority.

2.24.3 The Authority will examine the credentials of all Sub-Consultants proposed for this Consultancy and those not found suitable shall be replaced by the Bidder to the satisfaction of the Authority.

2.25 Substitution of Key Personnel

2.25.1 The Authority will not normally consider any request of the Selected Bidder for substitution of Key Personnel as the ranking of the Bidder is based on the evaluation of Key Personnel and any change therein may upset the ranking. Substitution will, however, be permitted if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.

2.25.2 The Authority expects all the Key Personnel to be available during implementation of the Agreement. The Authority will not consider substitution of Key Personnel except for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.

2.26 Award of Agency Agreement

2.26.1 After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the DES, GoUK to the Selected Applicant and the Selected Applicant shall, within 1 (one) day 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 DES, GoUK may, unless it consents to extension of time for submission thereof, forfeit the Proposal Security of such Applicant, and the next eligible Applicant may be considered.

2.27 Performance Guarantee

2.27.1 Upon receipt of Letter of Award (LOA) from the DES, the successful Agency shall furnish the Performance Security of an amount of Rs 100000/- (Rupees One Lakhs) or 5% of Project value whichever is higher only by way of Bank Guarantee for the due performance of the Contract in the format of Performance Security Form given at Appendix 6. The Performance Security shall be furnished by the selected Agency within the time specified in LOA but prior to execution of Agreement. The validity period of Bank Guarantee of Performance Security shall be 365 days from the date of LOA and the Agency shall have to provide the extended Bank Guarantee, before the expiry of 365 days, if required, which shall be valid for the period of six months beyond the date of completion of assignment.

2.28 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within the period of 01 (one) day 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 submit the Performance Security as per clause 2.25 and fails to sign the Agreement, his proposal Security shall be forfeited and Appropriated by the DES, GoUK. In such an event, the DES, GoUK may invite the Second Ranked Applicant for negotiations and may issue LOA to him.

2.29 Commencement of Assignment

The Agency shall commence the Services within one day from the date of signing of the Agreement. If the Agency fails to commence the assignment as specified herein, the DES, GoUK may, unless it consents to extension of time thereof may encash its Proposal Security or Performance Security, whichever is subsisting, and appropriate the same in accordance with the provisions of this RFP and the Agreement.

2.30 Proprietary data

All documents and other information provided by the DES, GoUK or submitted by an Applicant to the DES, GoUK shall remain or become the property of the DES, GoUK. Applicants and the Agency, as the case may be, are to treat all information as strictly confidential. The DES, GoUK will not return any Proposal or any information related thereto. All information collected, analysed,

processed or in whatever manner provided by the Transactional Advisor to the DES, GoUK in relation to the Consultancy shall be the property of the DES, GoUK.

3. CRITERIA FOR EVALUATION**3.1 Evaluation of Technical Proposal**

3.1.1 In the first stage, the Technical Proposal will be evaluated on the basis of Applicants experience, its understanding of TOR, proposed methodology and work plan, and the experience of Key Personnel. Only those Applicants whose Technical Proposal score 70 marks or more out of 100 shall qualify for further consideration, and shall be ranked from highest to the lowest on the basis of their technical score (ST).

3.1.2 Each Key Personnel must score a minimum of 70% marks except as provided herein. A Proposal shall be rejected if the Team Leader scores less than 70% marks or any two of the remaining Key Personnel scores less than 70% marks. In case the Selected Bidder has one Key Personnel, other than the Team Leader, who scores less than 70% marks, he would have to be replaced during negotiations, with a better candidate who, in the opinion of the Authority, would score 70% or above.

3.1.3 The Technical Proposal for the Project would be evaluated on the following basis:

Sl. No.	Parameter	Maximum Marks	Criteria
1.	Previous Experience of the Applicant in preparation of Economic Survey chapters/ topics for Government of India or other States. (Based on the number of states and Government of India chapters.	20	Whether the applicant has been engaged in/ hired for the task of chapter writing/ analysis work of the Economic Survey of Government of India or any other state. Based on the number of states: a) GOI Economics survey/chapters = 20 b) 4 or More states =20 c) 2-3 States = 15 d) Less than 2 states = 10
2.	Previous experience of the Applicant in preparation of state level policy documents (Based on the number of States) Experience in Uttarakhand	20	Whether the applicant has been engaged in/ hired for the task of chapter writing/ analysis work of the state level policy documents like: Vision document, HDR, policy papers, policy bulletin etc. Based on the number of states: a) 2 or More states =20 b) Less than 2 states = 10
3.	Proposed Methodology Work Plan with timely completion commitment	20	Proposed methodology and work plan evaluation will be based on the quality of submitted proposal by the applicant quality and timeliness the past projects particular of Economic Survey if any mentioned by agencies in the work plan document will be major criteria of evaluation.

Selection of External Agency for Preparation of Economic Survey of the state for the year 2019-20

4.	Previous Experience of the applicant in preparation of social Economic Survey/analysis reports for state governments. (Based on the number of states)	20	Based on the number of states: a) 4 or More states =20 b) less than 2- 3 states =15 c) less than 2 States = 10												
5.	Relevant Experience of the Key Personnel	20	2 Marks per Key Personnel per Eligible Assignments the Respective Key Personnel has worked on. (eg. If Team Leader, Subject/ Sector Expert/ Chapter writers and MIS, Research & Statistics Expert proposed to be involved for the relevant task have worked in 04 similar assignments then 08 marks against each key personnel will be awarded).												
			<table border="1"> <thead> <tr> <th>Sl. No.</th> <th>Parameter</th> <th>Maximum Marks</th> </tr> </thead> <tbody> <tr> <td>5(a)</td> <td>Team Leader</td> <td>10</td> </tr> <tr> <td>5(b)</td> <td>Subject/ Sector Expert/ Chapter writers</td> <td>5</td> </tr> <tr> <td>5(c)</td> <td>MIS, Research & Statistics Expert</td> <td>5</td> </tr> </tbody> </table>	Sl. No.	Parameter	Maximum Marks	5(a)	Team Leader	10	5(b)	Subject/ Sector Expert/ Chapter writers	5	5(c)	MIS, Research & Statistics Expert	5
Sl. No.	Parameter	Maximum Marks													
5(a)	Team Leader	10													
5(b)	Subject/ Sector Expert/ Chapter writers	5													
5(c)	MIS, Research & Statistics Expert	5													
	Grand Total	100													

3.1.4 Eligible Projects/ Assignments

For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, assignments in respect of preparation of economic survey, the following projects shall be deemed as eligible assignments (the "Eligible Assignments"):

- a) Report writing Services in the following categories:
 - Economic survey/ Vision Document/ HDR/ Any national level research publication of Government of India;
 - Economic survey/ Vision Document/ HDR/ Any state level research publication of State Governments;
 - Vision document, HDR, Policy papers, Policy bulletin etc for state governments;
 - Socio- Economic Survey reports/research publications of State Governments;
 - Economic survey/ Vision Document/ HDR/ Any national level research publication of International Agencies/Multilateral Donors;
- b) Monitoring Analysis, Evaluation, Impact Assessment Services.

3.2 Evaluation of Financial Proposal

3.2.1 In the second stage, the financial evaluation will be carried out as per this Clause 3.2. Each Financial Proposal will be assigned a financial score (SF). For financial evaluation, the total cost indicated in the Financial Proposal will be considered.

3.2.2 The Authority will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfill its obligations as per the TOR within the total quoted price shall be that of the Consultant. The lowest financial proposal (FM) will be given a financial score (SF) of 100 points. The financial scores of other proposals will be computed as follows:

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

(F = amount of Financial Proposal of the Applicant)

3.3 Combined and final evaluation

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

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

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

3.3.2 The Selected Applicant shall be the First Ranked Applicant (having the highest score). The Second Ranked Applicant shall be kept in reserve and may be invited for negotiations in case the first ranked Applicant withdraws, or fails to comply with the requirements specified in Clause 2.27, 2.28 and 2.29, and 2.30 as the case may be.

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 RFP, the DES, GoUK 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 DES, GoUK 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 DES, GoUK for, inter alia, time, cost and effort of the DES, GoUK, in regard to the RFP, including consideration and evaluation of such Applicant’s Proposal.
- 4.2 Without prejudice to the rights of the DES, GoUK under Clause 4.1 hereinabove and the rights and remedies which the DES, GoUK may have under the LOA or the Agreement, if an Applicant or Agency, as the case may be, is found by the DES, GoUK 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 or Transactional Advisor shall not be eligible to participate in any tender or RFP issued by the DES, GoUK during a period of 2 (two) years from the date such Applicant or Agency, as the case may be, is found by the DES, GoUK 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 DES, GoUK 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 DES, GoUK, 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 Agency/ adviser of the DES, GoUK in relation to any matter concerning the Project;

- b) "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- c) "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;
- d) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the DES, GoUK 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
- e) "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. MISCELLANEOUS

- 5.1 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.
- 5.2 The DES, GoUK, 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 DES, GoUK 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.
- 5.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the DES, GoUK, 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.

6. CONTRACT FOR AGENCY'S SERVICES

External Agency Services Contract for Preparation of Economic Survey of the state for the year 2019-20, Directorate of Economics & Statistics, Department of Planning, Government of Uttarakhand (GoUK)

This CONTRACT (hereinafter called the "Contract") is made on the ----- day of the month of -----2018, between, on the one hand, Director, Directorate of Economics & Statistics, Department of Planning, Government of Uttarakhand (GoUK), (hereinafter called the "Client or DES, GoUK ") and, on the other hand,-----
----- (hereinafter called the "Agency").

WHEREAS

(A) the Client has assigned the Agency an assignment for **Preparation of Economic Survey of the state for the year 2019-20** for Directorate of Economics & Statistics, Department of Planning, Government of Uttarakhand as defined in the General Conditions attached to this Contract (hereinafter called the "Services");

(B) the Agency, having represented to the Client that they have the required professional skills, personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

(a) The Conditions of Contract

(b) The following Appendices:

Appendix 1: Terms of Reference

Appendix 2: Financial Bid of the Agency

Appendix 3: Copy of letter of Award

Appendix 4: Copy of letter of Acceptance

Appendix 5: Copy of Bank Guarantee for Performance Security

2. The mutual rights and obligations of the Client and the Agency shall be as set forth in the Contract; in particular:

(a) The Agency shall carry out the Services in accordance with the provisions of the Contract; and

(b) Client shall make payments to the Agency in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF

Directorate of Economics & Statistics (DES)

Signature:

Name:

Address: **Director**
Directorate of Economics & Statistics,
100/06, Neshvilla Road,
Gate No. 04
Dehradun, Uttarakhand
 Telefax No. : **Ph- 0135-2712604**

Witness

Signature

Name

Address

FOR AND ON BEHALF OF (Agency)

By Authorised Representative

Signature:

Name:

Address:

Witness

Signature

Name

Address

7. CONDITIONS OF CONTRACT**7.1. Definitions**

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) "Applicable Law means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- (b) "Contract" means the Contract signed by the Parties,
- (c) "Government" means the Government of India;
- (d) "local currency" means the currency of the Government;
- (e) "Member", in case the Agency consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities;
- (f) "Personnel" means persons hired by the Agency or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof; "foreign Personnel" means such persons who at the time of being so hired had their domicile outside India; and "local Personnel" means such persons who at the time of being so hired had their domicile inside India;
- (g) "Party" means the Client or the Agency, as the case may be, and Parties means both of them;
- (h) "Services" means the work to be performed by the Consultants pursuant to this Contract for the purposes of the Project, as described in Appendix A hereto;
- (i) "DES, GoUK " means the Directorate of Economics & Statistics, Department of Planning, Government of Uttarakhand;
- (j) "Sub consultant" means any entity to which the Agency subcontract any part of the Services;
- (k) "Third Party" means any person or entity other than the Government, DES, GoUK, the Agency or a Sub consultant.

7.2. Interpretation

In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined.

7.3. Governing Language

All correspondence and other documents to be exchanged by the parties shall be written in the English or Hindi language. The version written in English language shall govern its interpretation.

7.4. Applicable Law

Appropriate laws of Government of India & Government of Uttarakhand shall apply shall be subject to the jurisdiction of local courts situated in Dehradun.

7.5. Entire Agreement

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

7.6. Modification

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

7.7. Payment Terms

7.7.1. Payments will be made in Indian Rupees only.

7.7.2. The Agency agrees to offer the services under this agreement to the DES, GoUK as per the rates quoted in the Financial Proposal.

7.7.3. The payment schedule will be as follows:-

Stage	Payment Percentage	Deliverables
After preparatory works and chapter synopsis	15%	Status Report
After Draft report	25%	Status report
After power point presentation and submission of draft Economic Survey 2019-20 report	20%	"Draft report" in five (5) copies in English
After approval of final Economic Survey 2019-20 Report	40%	Final Report along with executive summary (three hundred (300) copies in Hindi and English both) & All the data in soft and hard copies as requested by DES, GoUK.

(I) The Agency will submit pre-receipted Bills in triplicate in the name of Director, DES, GoUK with signatures of authorized signatory. All the payments mentioned in clause 7.7.3 above are subject to acceptance of the respective officer/committee nominated by Director, Directorate of Economics & Statistics, Department of Planning, Government of Uttarakhand within two weeks of submission of the bills.

7.7.4. The final payment shall only be due after power point presentation of Economic Survey of the state for the year 2019-20 by the second party/Agency Evaluation Committee and the acceptance of the final report by the DES, GoUK based on the suggestion/ input put forward during power point presentation by the committee nominated by member DES, GoUK.

7.7.5. All payments are subjected to deduction of TDS at the prevailing rates by the DES, GoUK. The DES, GoUK shall give TDS certificate at the end of the financial year.

7.7.6. No TA & DA will be paid for any meetings/discussions with DES, GoUK or concerned departments or state government.

7.8. Prices

- a) All taxes and duties as applicable shall be payable by the Agency.
- b) Service Tax shall be released separately only after submission of proof of payment of the service tax.
- c) Mandatory taxes/ duties etc. as applicable will be deducted by DES, GoUK.
- d) The effects of any increase/decrease of any type of taxes levied by the Government shall be borne by the Agency.
- e) All payments shall be made subject to adjustment of applicable penalties.
- f) No amount or cost shall be payable for holding discussion, as considered necessary by the DES, GoUK, for any purpose with DES, GoUK's Officials at DES, GoUK's Head Office or elsewhere, prior, during or after the conduct of an assignment.
- g) Prices quoted by the bidder shall be fixed for the entire Contract period.

7.9. Schedule To Start And Completion Of The Assignment

7.9.1. Within One (01) day of signing the contract, the Agency shall report for the Assignment Start meeting with the DES, GoUK which shall be considered as the commencement of Assignment.

7.9.2. The Agency, if faced with problems in timely commencement of assignments, shall immediately inform DES, GoUK in writing/Email, about the causes of the problem/delay and tentative duration of such delay etc. The DES, GoUK shall either impose the penalties for such delays or allow time extension for commencement of services, based on the reason of delays.

7.9.3. Timeline for the assignment shall be as below:

Sl. No.	Milestone	Timeline (days as per Study Design)
1	Contract Sign	T
2	Submission of Inception Report	T+7
3	Preparatory works and submission of chapter synopsis	T+20
4	Draft Report	T+70
6	Submission of Draft Economic Survey/ Power Point Presentation	T+80
7	Submission of final Economic Survey 2019-20 report.	T+90

*T**-Denoted Date of contract signed.

7.9.4. Before "Power Point Presentation" the Agency would submit "Draft Economic Survey 2019-20 report" in five (5) copies in English to Director, Directorate of Economics & Statistics, Department of Planning, Uttarakhand. The Agency would also submit three hundred (300) copies of final Economic Survey 2019-20 report (along with executive summary) in Hindi language and three hundred (300) copies (along with executive summary) in English language together with one soft copy in each language to the DES, GoUK. All copies should be serially numbered for easy identification. The Agency undertakes that the reports submitted to the DES, GoUK will not be used, given, disclosed, displayed, reproduced and circulated to any person or organization without the written permission of Director, Directorate of Economics & Statistics, Department of Planning, Government of Uttarakhand.

7.10. Penalty

7.10.1. If the assignment is not started as stipulated in commencement of assignments (as per 7.7.1): Penalty of Rs. 5000/- per day up to a maximum of Rs. 30,000/- will be imposed. If delay penalties cross the maximum limit, the DES, GoUK may proceed as per clause 2.28 of the RFP.

7.10.2. If progress of the assignment is not as per the agreed milestones/ deliverables, as referred in 7.7.3, the Agency shall be liable to pay penalty unless, on its written request, the delay is condoned by Agency Evaluation Committee, constituted by DES, GoUK, on the justified and valid grounds.

7.10.3. For delay upto three days beyond the milestone/ deliverables fixed (as per the deliverables and time frame indicated in 7.9.3), a penalty equal to 0.25% of the agreed financial proposal per day shall be payable to DES, GoUK, beyond three days

upto six days 0.5% of the agreed financial proposal per day shall be payable to DES, GoUK. In case of delay beyond 6 days, the matter will be referred to Agency Evaluation Committee whose decision will be final and binding, however, the maximum penalty for delay will not exceed 10% of the agreed financial proposal. If maximum penalty limit is reached then DES, GoUK may terminate the contract as Breach of Contract by Agency and performance security shall be appropriated by the DES, GoUK along with any penalties due.

7.10.4. In case of delay due to reasons beyond the control of the Agency and under force majeure conditions, suitable extension of time will be granted without imposing any penalty.

7.11. Contract Period

The maximum contract period will be 40 days from signing of this contract and could be extended if the assignment is not completed and only if the DES, GoUK permits any such extensions after due payments of penalties by the Agency or any exemptions as permitted in the contract.

7.12. Insurance

The Agency shall have necessary insurances, as appropriate.

7.13. Responsibility for Accuracy of Data & Reports

The Agency shall be responsible for accuracy of the data collected, by him directly or procured from other agencies/authorities/sources/websites and all other details prepared by him as part of these services. He shall indemnify the DES, GoUK against any inaccuracy in the work, which might surface after publication of the report by the DES, GOUK. The Consultant will also be responsible for correcting, at his own cost and risk, the corrections suggested by the DES, GoUK before publication of the report.

7.14. Action For Deficiency In Services

7.14.1. Agency's liability towards the Client

Agency shall be liable to indemnify the client for any direct loss or damage accrued or likely to accrue due to deficiency in service rendered by him.

7.14.2. Warning / Debarring

In addition to the penalty as mentioned in para 7.10, warning may be issued to the erring consultants for minor deficiencies. In the case of major deficiencies in the Final Report involving inaccuracy of data or data analysis and adverse effect on reputation of DES, GoUK, other penal action including debarring for certain period may also be initiated as per policy of DES, GoUK.

7.15. Force Majeure

- i. Neither party shall be responsible to the other for any delay or failure in performance of its obligations due to any occurrence commonly known as Force Majeure which is beyond the control of any of the parties, including, but without limited to, fire, flood, explosion, acts of God or any governmental body, public disorder, riots, embargoes, or strikes, acts of military, epidemics, strikes, lockouts or other labour disputes, insurrections, civil commotion, war, enemy actions.
- ii. If a Force Majeure arises, the Agency shall promptly notify DES, GoUK in writing of such condition and the cause thereof. Unless otherwise directed by DES, GoUK, the Agency shall continue to perform his obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The Agency shall be excused from performance of his obligations in whole or part as long as such causes, circumstances or events shall continue to prevent or delay such performance.
- iii. If the contract needs to be terminated due to continued Force Majeure then neither party shall be penalized and performance security maybe released to the Agency.

7.16. Indemnification

- 7.16.1. The Agency shall at all time indemnify DES, GoUK and GoUK against all claims of losses and damages etc. of any kind which may be made by third party in respect of infringement of any protected right. Provided always that in the event of any claim in respect of alleged breach being made against DES, GoUK and GoUK, the DES, GoUK shall notify the successful bidder of the same and the successful bidder shall at its own expense either settle any such dispute or conduct and litigation that may arise there from.
- 7.16.2. The Agency will indemnify DES, GoUK and GoUK of all legal obligations of its professionals deployed. DES, GoUK and GoUK also stand absolved of any liability on account of death or injury sustained by the Agency's staff during the performance of their work and also for any damages or compensation due to any dispute between the agency and its staff.
- 7.16.3. The Agency shall remain liable to and shall indemnify the DES, GoUK, in respect of losses, damages, or compensation arising out of any accident or injury sustained by any workmen in the employment of the Agency 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 Agency, its employees or its agent(s) subject to the determination of the compensation or damages by the competent DES, GoUK as defined in the relevant laws.

7.17. Termination

7.17.1. **On Expiry of The Contract:** The Agreement shall be deemed to have been automatically terminated on the expiry of the Contract period unless the DES, GoUK has exercised its option to extend the Contract in accordance with the provisions, if any, of the Contract.

7.17.2. **On Account Of Force Majeure:** Either party shall have the right to terminate the Contract on account of Force Majeure, as set forth in *clause 7.15*.

7.17.3. **On Breach of Contract by Agency:** The DES, GoUK may terminate the Contract if the Agency causes a fundamental breach of the Contract. Fundamental breach of Contract includes, but shall not be limited to, the following:

- a) The Agency fails to carry out any obligation under the contract.
- b) The Agency without reasonable excuse fails to commence the work in accordance with clause 7.9.
- c) Has failed to furnish the required securities or extension thereof in terms of the contract.
- d) the Agency stops work and the stoppage has not been authorized by the DES, GoUK ;
- e) the Agency at any time during the term of the Contract becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt.
- f) If the Agency, in the judgement of the DES, GoUK, has engaged in the corrupt or fraudulent practice in competing for or in executing the Contract.
- g) Any other fundamental breaches or contract termination conditions as specified in the document.

7.17.4. Notwithstanding anything contained herein above, the DES, GoUK may terminate the Contract for convenience by giving 7 days prior notice without assigning any reason.

7.18. Performance Guarantee:

7.18.1. The Agency shall furnish Performance Guarantee equivalent to Rs. 100000/= (Rupees one lakh only) as per Appendix 6

- 7.18.2. The Performance guarantee shall be forfeited and en-cashed in the following cases:
- a. If the Agency withdraws from the assignment midway during the evaluation study term of the scheme.
 - b. If the progress of Second Party's work is found out to be inadequate or unsatisfactory midway through the evaluation study of the scheme, indicating non achievement of target within the stipulated time.
 - c. Any other act or acts of the Agency, which renders the assignment incomplete and the DES, GoUK comes to the conclusions that these are sufficient reasons to forfeit the performance guarantee.

7.19. Arbitration/ Resolution Of Disputes

7.19.1. In the event of any dispute or difference arising out or touching upon any of the terms and conditions of this contract and / or in relation to the implementation or interpretation hereof, the same shall be resolved initially by mutual discussion and conciliation, within 30 days, but in the event of failure thereof, the same shall be referred to a sole arbitration of the an officer not below the rank of Additional Secretary to the State Government nominated by Principal Secretary/Secretary Planning, Government of Uttarakhand and the decision of the Arbitrator shall be final and binding upon the parties. The arbitration shall be in Dehradun and the Arbitrator shall give his award in accordance with "The Arbitration and Conciliation Act, 1996".

7.19.2. However, during pendency of such arbitration the work assigned to the Agency shall be carried on by it without any interruption unless specifically forbidden by DES, GoUK.

7.20. Representation and relationship of the parties:

7.20.1. 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 DES, GoUK or right to assume, create or undertake any obligations on behalf of the other Party without the written consent of the other party.

7.20.2. 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 DES, GoUK 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.

7.20.3. The Agency, subject to this Contract, has complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

7.21. Notices:

Any notice to be given under this agreement shall be in writing and shall be deemed to have been duly and properly served upon the parties hereto; if delivered against an acknowledgement or by registered mail with acknowledgement due or by fax or by an electronic mode in an urgent situation, addressed to the signatories or the authorized representatives of the signatories of the address mentioned herein below:

Directorate of Economics & Statistics,
100/06, Neshvilla Road, Gate No. 04,
Dehradun, Government of Uttarakhand -248001.
Telefax No. : 0135-2712604

Agency:

Appendix 1:

Terms of Reference (TOR) & Conditions of Contract

1. Introduction:

The Directorate of Economics & Statistics, Department of Planning, Government of Uttarakhand has been preparing the Economic Survey of the state since last year, which has been put up before the State Legislative Assembly. Economic Survey reflects various aspects of state economy, macro economic aggregates, analytical review of various important schemes or policies or sectors of the economy, growth drivers, growth prospects for the state, best practices across the globe and country for relevant sectors, new emerging areas of development and important issues and challenges before the state. It is instrumental in developmental planning, identifies new sunrise sectors and provides vision for future growth of the state economy. Currently, DES proposes to engage an external agency to prepare the Economic Survey of the state for the year 2019-20 in lines of the Economic Survey of the Government of India.

2. Purpose & Objective of the Assignment

Economic Survey of the state for the year 2019-20 is to be prepared in lines of the Economic Survey of the Government of India covering the topics/ chapters/ sectors mentioned under clause 3 of this TOR. It is to be prepared after in-depth data analysis and SWOT analysis of relevant sectors and also identify new sunrise sectors and provide futuristic vision for state economy.

3. Scope of Work

3.1 Economic Survey of the state for the year 2018-19 is to be prepared covering following chapters:

1. General Overview of State's Economy:- Brief summary of all economy activities of the state having growth profile, GSDP/DDP growth, GVA growth of major sectors, Per capita income, Public finance, Prices and inflation, Prospects of growth for 2020-21, Growth projections for next five years, Sectoral Developments, Sectoral contributions in income generation and employment generation, interstate trade, Growth drivers of the economy and future potential areas of development. Comparison with Himachal Pradesh and India (in box).

2. Macro Economic aggregates having GSDP growth with future projections:- GSDP Growth Pattern, sectoral composition, future growth trend, GSDP comparison with India and other better performing states, investment & capital formation, Banking & Non-Banking Financial Institutions, Institutional Financing, Recent Development issues & challenges.

3. Revenue growth with future projections including GST:- Budgets & fiscal management, source wise receipts-expenditure & public borrowings, State Finance Commission & FRBM act, Tax revenue, Non Tax revenue, Main sources of revenue like: Mining, Power, excise, stamp etc. Analysis of revenue sharing pattern with

centre, Comparison of central grants with other states, GST collection, Issues, challenges and way forward.

This chapter also address the states of economic appreciation/recession and challenges faced with probable solution with data based evidence.

4. Growth Drivers of Economy Issues, challenges and probable solutions: This chapter contains challenges, issues and probable solutions of major growth drivers say sustainable tourism, Hill agriculture and horticulture, energy, forest (NTFP and Eco-system services) and AYUSH.

5. Water Security: This chapters must be covered the status of springs and other water bodies with their rejuvenation strategy. Chapter is also suppose to address the forsest conservation and climate change impact.

6. Primary sector transformation approach: it contains hii agricultural, horticulture, including MAP, herbs, apiculture ,animal husbandry & dairy development status and their transformation approach towards the sustainable livelihood for reducing the migrartion from hilly areas.

7. Skill and entrepreneurship: it contains the local level skill identification and its usage for reducing the distress migration. The chapter also suppose to address the startup and entrepreneurship status and interventions in different socio economic sector particularly in primary and tertiary sector.

8. Infrastructure Deficit and Challenges - Power, Road Transport, Air Transport and Railways:- Present status of infrastructure facilities in the state, infrastructure gap, future infrastructure demand. Urban mobility- flyovers, ring road, tunnels, ropeways, helipads as future connectivity modes, visualizing the possibilities of helipad connectivity in the state/ learning from Nepal model. Best practices across the globe and country. Brief note on hydropower in the state (in box). Suggestions for future energy resources for the state, scope of renewable energy in the state. Coverage and feasibility of UDAAN yojana.

9. Social Sector Scenario in the State.

Health:- Ayushman Yojana, National Health Mission, National Urban Health Mission, Tele-medicine and various other schemes, Urban health. Issues and challenges of providing medical facilities in remote areas of the state. Uttarakhand as a Medical hub in near future. Suitable policy for Malnourishment prevention, Female foeticide. Child growth tracking Mechanism.

Education:- Providing quality education in the state. Per student government expenditure in the state- feasibility of direct benefit transfer of education expenditure to students'. Analytic comparison of Public versus Private education. How we can make the state an Education Hub for the country.

Migration: issues and challenges (Analysis of Migration Commission Report)

Conceptualising **Universal Basic Income** in the state.

10. Data for Decision making- This chapter contains the present Scenario of data ecosystem and suppose to address the new area of data development particularly the GIS data, Artificial intelligence, business intelligence and its usage in effective planning process.

- 3.2 The Agency shall perform following principal tasks, including but not limited to, for this assignment:
- (i) Collect, compile, analyze and interpret relevant primary/ secondary data;
 - (ii) Visit concerned offices of state/ central government departments;
 - (iii) Browse websites of national/ international level agencies/ departments;
 - (iv) Study and analyze national/ international level reports in related fields;
 - (v) Hold meetings/ deliberations with related agencies/ departments etc;
 - (vi) Write chapters of the assignment with the help of key personnel/ professors/ learned scholars etc.

4. Assignment Timelines & duration:

- 4.1 Assignment would require following key activities and Agency must devote enough resources to complete the assignment within prescribed timelines:
- **Inception report;**
 - **Preparatory works:** Review of documentation, data availability, development of tools for data collection, preparation of letters to concerned departments/ offices;
 - **Data collection and data analysis:** Collection of data from relevant government departments of state and centre. Meeting with related state/ central level departments and stakeholders for concerned sectors/ topics/ sub-topics and recommendations. Analysis of data and its interpretation;
 - **Writing of chapters:** Writing of various chapters as mentioned here in above with the help of subject experts, professors, learned scholars etc;
 - **Preparation of the draft Economic survey 2019-20 report and power point presentation;**
 - **Incorporation of comments and finalization of the Economic Survey 2019-20 report.**
- 4.2 Based on the above activities and evaluation milestones, recommended timelines for assignment would be as below:
- **Inception report:** 01 day after signing of the contract
 - **Preparatory works:** 07 days after signing of the contract
 - **Data collection and data analysis:** 15 days after signing of the contract
 - **Writing of chapters:** 25 days after signing of the contract
 - **Preparation of the draft Economic Survey 2019-20 report and power point presentation:** 30 days after signing of the contract;
 - **Incorporation of comments and finalization of the Economic Survey 2019-20 report:** 40 days after signing of the contract.

Selection of External Agency for Preparation of Economic Survey of the state for the year 2019-20

- 4.3 The duration of assignment will be as per timelines given by Directorate of Economics & Statistics (DES), from the date of signing the agreement. The subdivision of time frame at different stages of the study has to be adhered according to that given in timeline.

5. Payment Schedule:

Stage	Payment Percentage	Deliverables
After approval of Preparatory works	10%	Progress Report
After Data collection and data analysis	10%	Progress Report
After completion of Writing of chapters	25%	Progress Report
After submission of the draft Economic survey 2019-20 report and power point presentation (covering main highlights of the report)	15%	"Draft Economic Survey 2019-20 report" in five (5) copies in English.
After approval of final Economic Survey 2019-20 Report	40%	Final Economic Survey 2019-20 Report along with executive summary (three hundred (300) copies in Hindi and English both) & All the data in soft and hard copies as requested by DES, GoUK

6. Deliverables:

- 6.1 During the assignment following deliverables are expected from the Agency:
- I. Inception report;
 - II. Preparatory works progress report;
 - III. Data collection and data analysis progress report;
 - IV. Progress report of writing of chapters;
 - V. Draft report Survey 2019-20 report, Executive Summary and power point presentation in English;
 - VI. Final report i.e. Economic Survey of Uttarakhand 2019-20 along with executive summary (three hundred (300) copies in Hindi and English both) & all the data in soft and hard copies as requested by DES, GoUK.
- 6.2 Final report i.e. Economic Survey of Uttarakhand 2019-20 should:
- (i) Contain an executive summary (mandatory)
 - (ii) Be analytical in nature (both quantitative and qualitative)
 - (iii) Be structured around issues and related findings/lessons learnt
 - (iv) Include conclusions
 - (v) Include recommendations
 - (vi) Have futuristic vision
 - (vii) Be prepared in Hindi and English languages

7. Interaction with DES:

The Joint Director, Directorate of Economics & Statistics, Uttarakhand (hereinafter referred to as "JD-DES") will be overall coordinator of the works under this agreement. JD-DES will do necessary correspondence on behalf of the DES with the Agency to ensure the progress of assignment as per terms and conditions mentioned in this TOR.

8. Required Team:

- 8.1 The Agency must ensure that the team deployed should be same as the qualified personnel list given during qualification stage. The agency will be permitted to replace team members, with the permission of DES, provided that the replacement member must possess equal or higher qualification as compared to original member.
- 8.2 Agency shall be permitted to induct subject expert members at any stage to the team.
- 8.3 Agency may add additional team members with appropriate qualifications to finish the assignment as per given timelines. Regarding to un-satisfaction in qualifications or performance of the any team member, the DES shall have the right to ask for replacing any team member.

9. Other Terms And Conditions:

- 9.1 Agency shall inform the DES about its proposed field visits well in time.
- 9.2 The Agency shall be responsible for making all arrangements for transport and accommodation etc. for their field visits and the DES will not be responsible for making any such arrangements.
- 9.3 The formats of the report must be as agreed with the DES.
- 9.4 The Agency shall not sublet any work to any external agency in respect of this assignment.
- 9.5 The Agency shall be responsible for making all arrangements for this assignment. For this purpose Agency will employ adequate staff and arrange transport at his own cost.
- 9.6 DES shall provide all available information and facilitate in providing information from other related departments, necessary to the Agency to carry out the assignment.

Appendix 2

Letter of Application

{To be printed on the Letterhead of the Applicant, including full postal address, telephone, faxes and e-mail address}

Date:

The Director

Directorate of Economics & Statistics

Dehradun, Uttarakhand

Subject: Selection of External Agency for Preparation of Economic Survey of the state for the year 2019-20, Government of Uttarakhand (GoUK)

Sir,

Having examined the RFP documents and your requirements, the receipt of which is hereby acknowledged, we, the undersigned, offer to accept the proposal in full conformity with the said RFP documents.

We are enclosing herewith other requisite information in forms and attachments as specified in the RFP document.

We declare that the information stated above and enclosed attachments is complete and absolutely correct and any error or omission therein, accidental or otherwise, will be sufficient for the DES GoUK, to reject our application.

We understand that you are not bound to accept this or any other application you may receive.

Dated this ____ day of _____ 2019

(Name & Signature of Authorised Signatory) _____

In the capacity of _____ (position)

Appendix 3

Anti Collusion and Non Conflict of Interest

{To be printed on the Letterhead of the Applicant, including full postal address, telephone, faxes and e-mail address}

Date:

The Director

Directorate of Economics & Statistics

Dehradun, Uttarakhand

Subject: Selection of External Agency for Preparation of Economic Survey of the state for the year 2019-20, Government of Uttarakhand (GoUK)

Sir,

We hereby certify and confirm that in the preparation and submission of this Proposal, we have not acted in concert or in collusion with any other Bidder/s or other person/s and also not done any act, deed or thing which is or could be regarded as anti-competitive.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Proposal.

We hereby undertake that the draft, final reports, any other deliverables and any information/documents received from DES GoUK will not be used, given, disclosed, displayed, reproduced, circulated to any person or organization without the written permission of DES GoUK.

We further confirm that there is no conflict of interest in undertaking this assignment and neither we nor any of our associate company having any common director and/or having more than 26% equity stake is advising or will advise any potential bidder for this project.

We further undertake that we or any of our associate company having any common director and/or having more than 26% equity stake will not take any equity or debt participation in this project.

Dated this ____ day of _____ 2019

(Name & Signature of Authorised Signatory) _____

In the capacity of _____

Appendix 4

FINANCIAL PROPOSAL

[Location, Date]

FROM: [Name of Agency]

TO:

.....

The Director
 Directorate of Economics & Statistics
 100/06, Neshvillia Road, Gate No. 04
 Dehradun-248001
 Telefax : 0135-2712604

Dear Sir,

Subject: Selection of External Agency for Preparation of Economic Survey of the state for the year 2019-20, Government of Uttarakhand (GoUK)

1. We, the undersigned, offer to provide the consulting services for the above in accordance with your RFP. Our Financial Proposal for [Preparation of Economic Survey of the state for the year 2018-19, Government of Uttarakhand (GoUK)] is as under:

Name of the Assignment:		Preparation of Economic Survey of the state for the year 2019-20, Government of Uttarakhand (GoUK)			
Sl.No.	Task	No. Of personnel	Duration	Rate (INR)	Total (INR)
A	Salaries/Professional Fees	-----	-----	-----	-----
B	Travel, Transportation (Vehicle Expenses/Local Conveyance)	-----	-----	-----	-----
C	Daily Allowance/Loding Expenses	----- -	-----	-----	-----
D	Equipment cost (if any)	-----	-----	-----	-----
E	Training/workshop/Seminar/interaction/Meetings	-----	-----	-----	-----
F	Other miscellaneous expenses (supervision and other support charges etc.)				
G	Report preparations and printing charges				

Selection of External Agency for Preparation of Economic Survey of the state for the year 2019-20

H	Sub- Total (A+B+C+D+E+F+G)			
I	Overhead/management cost			
J	Grand Total (H+I) (in number)			
	Grand Total (I+J) (in words)		-----	-----

2. These charges are inclusive of all costs payable to the DES GoUK, except GST which will be payable as per rules.
3. Our Financial Proposal shall be binding upon us subject to any modifications resulting from contract negotiations, up to the expiration of the validity period of the Proposal, i.e. (Date).
4. We undertake that in competing for and, if the award is made to us, in executing the above External Agency services, we will strongly observe the laws against fraud and corruption to force in India namely "Prevention of Corruption Act 1988"
5. We understand that you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:



Appendix 5

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 Preparation of Economic Survey of the state for the year 2019-20, Government of Uttarakhand (GoUK), including signing and submission of all documents and providing information/ responses to DES GoUK, representing us in all matters before DES GoUK, and generally dealing with DES 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 DES GoUK may be enclosed in lieu of the Power of Attorney.

Appendix 6

FORM OF PERFORMANCE SECURITY

(PERFORMANCE BANK GUARANTEE)

To

The Director

Directorate of Economics & Statistics

Dehradun, Uttarakhand

Phone : 0135-2712604

Email: dirdesuk@gmail.com

In consideration of ***** acting on behalf of the [Director, Directorate of Economics & Statistics, Uttarakhand] (hereinafter referred as the "DES GoUK", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s, having its office at (hereinafter referred as the "Agency" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the DES GoUK's Agreement no. Dated valued at Rs. (Rupees), hereinafter referred to as the "Agreement") Agency Services for Selection of External Agency for Preparation of Economic Survey of the state for the year 2018-19, Government of Uttarakhand (GoUK)", and the Agency having agreed to furnish a Bank Guarantee amounting to Rs. (Rupees) to the DES for performance of the said Agreement.

1. We, (hereinafter referred to as the "Bank") at the request of the Agency do hereby undertake to pay to the DES an amount not exceeding Rs..... (Rupees) against any loss or damage caused to or suffered or would be caused to or suffered by the DES GoUK by reason of any breach by the said Agency of any of the terms or conditions contained in the said Agreement.
2. We, (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the DES stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the DES GoUK by reason of breach by the said Agency of any of the terms or conditions contained in the said Agreement or by reason of the Agency's failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. (Rupees).
3. We, (indicate the name of Bank) undertake to pay to the DES GoUK any money so demanded notwithstanding any dispute or disputes raised by the Agency in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Agency shall have no claim against us for making such payment.
4. We, (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the

Selection of External Agency for Preparation of Economic Survey of the state for the year 2019-20

performance of the said Agreement and that it shall continue to be enforceable till all the dues of the DES GoUK under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the DES GoUK certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Agency and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

5. We, (indicate the name of Bank) further agree with the DES GoUK that the DES GoUK shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Agency from time to time or to postpone for any time or from time to time any of the powers exercisable by the DES GoUK against the said Agency and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Agency or for any forbearance, act or omission on the part of the DES GoUK or any indulgence by the DES GoUK to the said Agency or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.
6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Agency(s).
7. We, (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the DES GoUK in writing.
8. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. ***** (Rupees *****) only. The Bank shall be liable to pay the said amount or any part thereof only if the DES GoUK serves a written claim on the Bank in accordance with paragraph 2 hereof.
9. This guarantee shall be valid until 365 days from the date LOA and shall be extended, before the expiry of 365 days, if required, for a period upto 6 months form the date of completion of assignment by the Agency.

Name of the Bank

Seal of the Bank:

Dated, the day of, 20

(Signature, name and designation of the authorised signatory)

NOTES:

- (i) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- (ii) The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

Appendix-7

Particulars of Key Personnel Proposed for Assignment

S. No.	Designation of Key Personnel	Name	Educational Qualification	Length of Professional Experience	Present Employment		No. of Similar Assignments*
					Name of Firm	Employed Since	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1.							
2.							
3.							
4.							
5.							
6.							

Curriculum Vitae (CV) of Key Personnel

1. Proposed Position:
2. Name of Personnel:
3. Date of Birth:
4. Nationality:
5. Educational Qualifications:
6. Employment Record:
(Starting with present position, list in reverse order every employment held.)
7. List of similar projects on which the Personnel has worked

	Name & Type of the Project	Description of responsibilities
a.		
b.		
8. Details of the current assignment and the time duration for which services are required for the current assignment.

Certification:

1. I am willing to work on the Project and I will be available for entire duration of the Project assignments required.
2. I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications and my experience.

(Signature and name of the Key Personnel) Place

(Signature and name of the authorized signatory of the Bidder)

Notes:

- (a) Use separate form for each Key Personnel.
Each page of the CV shall be signed in ink by both the Personnel concerned and by the Authorised Representative of the Bidder firm along with the seal of the firm. Photo-copies will not be considered for evaluation.

Appendix-8**Description of approach, methodology and work plan for performing the assignment**

Approach, methodology and work plan are key components of the Proposal. You are suggested to present in your proposal the followings:

- a) *Approach and Methodology,*
- b) *Work Plan/ Conceptual Framework*
- c) *Organization and Staffing,*
- e) *Ensuring quality outputs*

- (a) **Approach and Methodology:** In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities obtaining the expected output and the degree of detail of such output. You should highlight the problems being addressed and their importance and explain the technical approach you would adopt to address them.
- (b) **Work Plan/ Conceptual Framework:** In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones and completion dates of the key deliverables. The proposed work plan should be consistent with the approach and methodology, showing understanding of the TOR and ability to translate them into a feasible work plan. The scope of task shall be well defined and it corresponds to the TOR.
- (c) **Organization and Staffing:** In this chapter you should propose the structure and composition of your assignment and operational team. You should list the main disciplines of the project, the key expert responsible.
- (d) **Ensuring quality outputs:** In this chapter you should suggest innovative approaches which are relevant for assignment and ensuring quality outputs throughout the assignment.

Note: The bidder may be invited to make a presentation on approach; methodology and project plan to judge their understanding of the assignment.

Appendix-9

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 (2012-13, 2013-14 & 2014-15)</p>

Appendix - 10

Summary of Assignments of the Bidder*

(Refer Clauses 3.1 and 3.3)

S. No.	Name of Assignment	Assignment Type	Name of Client	Contract award date	Contract Completion date	Value of the Contract (in Rs. Lakhs) [#]
(1)	(2)	(3)	(4)	(5)	(6)	(7)
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. Report Writing, 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 10 years as on Proposal Due Date. The effective date for calculating 10 years would be work order/ agreement date for the work awarded to the consultant.