

Request for Proposal (RFP)

for

**Selection of a Firm for providing Consultancy services for
setting up of AYUSH based Health Infrastructure in the State
of Uttarakhand**

Dated: 07/08/2021

**Published by:
Uttarakhand State Cooperative Federation Limited**

DISCLAIMER

The information contained in this Request for Proposals document ("RFP") or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its 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 or an offer by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

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

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

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

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

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

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority, or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

GLOSSARY

- **Applicants:** As defined in Clause 2.1.1
- **Associate:** As defined in Clause 2.3.3
- **Authorized Representative:** As defined in Clause 2.13.3
- **Authority:** As defined in Clause 1.1.1
- **Earnest Money Deposit:** As defined in Clause 2.21.1
- **Conditions of Eligibility:** As defined in Clause 2.2.1
- **Conflict of Interest:** As defined in Clause 2.3.1
- **Consultant:** As defined in Clause 1.2
- **CV:** Curriculum Vitae
- **Documents:** As defined in Clause B.
- **Financial Proposal:** As defined in Clause 2.15
- **INR, Re, Rs:** Indian Rupee(s)
- **LOA:** Letter of Award
- **Official Website:** As defined in Clause 1.11.1
- **EPC:** Engineering, Procurement and Construction
- **PPP:** Public Private Partnership
- **Performance Security:** As defined in Clause 2.20.1
- **Prohibited Practices:** As defined in Clause 4.1
- **Proposal:** As defined in Clause 1.2
- **Proposal Due Date or PDD:** as defined in Clauses 1.5 and 1.8
- **RFP:** As defined in Disclaimer
- **Selected Applicant:** As defined in Clause 1.6
- **Selection Process:** As defined in Clause 1.6

- **Technical Proposal** As defined in Clause 2.14.1
- **TOR** As defined Schedule 1

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

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2.2.3 The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors stating its average annual turnover for the past 3 (three) Financial Years. In the event that the Applicant does not have a Statutory Auditor, it shall provide the requisite certificate(s) from a firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant 19

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2.2.5 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any consultancy assignment, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate as defined under Clause 2.3.3 of this RFP. 19

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2.3.1 An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "Conflict of Interest"). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the EMD (as defined under Clause 2.20.1 of the RFP) as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise 20

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- 2.16 Submission of Proposal 26
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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. 26

2.16.2 The Proposal will be sealed in an outer envelope which will bear the name of the RFP, Name and address of the Applicant and the Authority. It shall bear on top, the following: 26

“Do not open, except in presence of the Authorized Person of the Authority” 26

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 and consequent losses, if any, suffered by the Applicant. 26

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 the Application in the prescribed format (Form 1 of Appendix-I) along with Forms 2 to 10 of Appendix-I and supporting documents. Also, the RFP document fee and EMD as specified in Clauses 1.4 and 2.20.1 respectively. 26

The envelope marked ‘Financial Proposal’ shall contain the financial proposal in the prescribed format (Forms 1, Appendix-II). 26

2.16.4 The Technical Proposal and Financial Proposal shall be typed or written in indelible ink and signed by the Authorized Representative 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. 26

2.16.5 The completed Proposal must be submitted in hard copy on or before the specified time on Proposal Due Date. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained. 27

2.16.6 The Proposal shall be made in the Forms specified in this RFP document. Any attachment o 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. No separate documents like printed annual statements, company brochures, copy of contracts etc. will be entertained. 27

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2.18 Late Proposals 27

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2.19 Modification/ substitution/ withdrawal of Proposals 27

2.19.1 The Applicant may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by the Authority prior to PDD. No Proposal shall be modified, substituted, or withdrawn by the Applicant on or after the PDD. 27

2.19.2 The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.16, with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate. 27

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2.20 Earnest Money Deposit (EMD) 27

2.20.1 The Applicant shall make payment for an amount of INR 1,00,000 (Indian Rupees One Lakh Only) in the form of a Demand Draft drawn from any Scheduled Bank in India in favour of Uttarakhand State Cooperative Federation payable at Dehradun (the “EMD”), refundable no later than 180 (one hundred eighty) days from the PDD, except in case of the two highest ranked Applicants as required in Clause 2.24.1. In the event that the first ranked Applicant commences the assignment as required in Clause 2.29, the second ranked, who has been kept in reserve, shall be returned its EMD forthwith, but in no case not later than 90 (ninety) days from PDD. The Selected Applicant's EMD shall be adjusted in Performance Security (the “Performance Security”) which may be deposited at the time of agreement and the same shall be refunded upon expiry of after 30 (thirty) days of completion and acceptance of Final report 28

2.20.2 Any Proposal not accompanied by the EMD shall be rejected by the Authority as non- responsive. 28

2.20.3 The Applicant by submitting its Proposal pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, the EMD shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, inter alia, the time, cost and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions: 28

2.21 Evaluation of Proposals 28

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2.21.2 Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. The Authority may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive only if: 28

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- 2.21.4 The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.6 and the criteria set out in Section 3 of this RFP 29
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- 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. 29
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4	FRAUD AND CORRUPT PRACTICES	36
4.1	The Applicants s 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 Authority shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Applicant's Proposal.	36
4.2	Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be	36
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5	PRE-PROPOSAL CONFERENCE	37
5.1	Pre-Proposal Conference of the Applicants shall be convened at the designated date and time virtually as specified in clause 1.8 and 1.10. Only those Applicants, who have purchased the RFP document or downloaded the same from the Official Website for the Authority, shall be allowed to participate in the Pre-Proposal Conference. A maximum of two representatives of each Applicant shall be allowed to participate on production of an authority letter from the Applicant	37
5.2	During the course of Pre-Proposal Conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.	37
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6.1	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.	37
6.2	The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:	38

6.3	It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future	38
6.4	All documents and other information supplied by the Authority or submitted by an Applicant shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.	38
6.5	The Authority reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.	38
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INVITATION FOR PROPOSAL

1 INTRODUCTION

Background

- 1.1.1 Uttarakhand State Cooperative Federation LTD.(the “**Authority**”) intends to set up Ayush based Health Infrastructure in the State of Uttarakhand. This includes a 50 bedded integrated hospital at Halduachaur, Nainital and a Naturopathy and Wellness Centre at Ranikhet (the “**Projects**”).

1.2 Request for Proposal

The Authority invites Proposals (the “**Proposals**”) for selection of a consultant (the “**Consultant**”) who shall assist the provide Consultancy services to the Authority for the abovementioned projects. The Authority intends to select the Consultant through an open competitive bidding in accordance with the procedure set out herein

1.3 Due Diligence by Applicant

Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the office of the Authority and the site and/or sending written queries to the Authority.

1.4 Sale of the RFP document

The RFP Document may be downloaded from the official website of the Authority i.e. <https://ucf.org.in/>. A fee of Rs. 1,000 (Rupees one thousand only) in the form of a demand draft drawn on any Scheduled Bank in India in favour of **Uttarakhand State Cooperative Federation payable at Dehradun** shall be required to be submitted along with the Technical Proposal. Corrigendum or clarifications, if any, shall be made available on the above-mentioned websites only. It shall be the responsibility of the Applicants to check the said website on a regular basis for any updates regarding the Project.

1.5 Validity of the Proposal

The Proposal shall be valid for a period of not less than 90 (ninety) days from the Proposal Due Date (the "PDD").

1.6 Brief Description of the Selection Process

The Authority has adopted a two-stage selection process (collectively the "**Selection Process**") for 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 short-listed 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 Applicant having the highest combined score (technical + financial) shall be the "**Selected Applicant**".

1.7 Payment Currency

All payments to the Consultant shall be made in INR in accordance with the provisions of this RFP.

1.8 Schedule of Selection Process

#	Event Description	Date
1.	Last date for receiving queries/clarifications	28/08/2021
2.	Pre-Proposal Conference	29/08/2021
3.	Authority response to queries	31/08/2021
4.	Proposal Due Date or PDD	02/09/2021
5.	Opening of Proposals	02/09/2021
6.	Opening of Financial Proposals	To be intimated later
7.	Letter of Award (LOA)	To be intimated later
8.	Signing of Agreement	To be intimated later

1.9 Pre-Proposal visit to the Site and inspection of data

Prospective Applicant may visit the Authority office and review the available data at any time prior to PDD. For this purpose, they will provide at least two days' notice to the nodal officer specified below: **Officer Special Duty, UCF, UCF sadan Vishnu Vihar Deepnagar Road Deharadun.**

1.10 Last date of receiving queries & Pre-Proposal conference

The Applicant may send their queries via email on 28/08/2021 or before by 17.00 Hrs in the format specified below. The email should bear the following identification:

"Queries concerning Selection of a Firm for providing Consultancy services for setting up of AYUSH based Health Infrastructure in the State of Uttarakhand"

S. No.	Clause/Page No.	Content of the RFP requiring clarifications	Change/clarification requested
1.			
2.			
3.			

The Pre - Proposal conference shall be held on date as specified in Clause 1.8 virtually through online mode. The link for the meeting will be shared with the interested Applicants who shall be submitting the pre-bid queries to the Authority.

1.11 Communications

All communications including the submission of Proposal should be addressed to:
**Managing Director, Uttarakhand State Cooperative Federation, UCF Sadan Vishu Vihar
Deepnagar Road Dehradun-248001**

2 INSTRUCTIONS TO APPLICANTS

A. GENERAL

2.1 Scope of Proposal

- 2.1.1 Detailed description of the objectives, scope of services, and other requirements relating to this Consultancy are specified in this RFP. In case a firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process individually (the "**Applicant**") in response to this invitation. **Consortium/JV is not allowed for the Consultancy.** The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP).
- 2.1.2 Applicants are advised that the selection of consultant shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority's decisions are without any right of appeal whatsoever
- 2.1.3 The Applicant shall submit its Proposal in the form and manner specified in this Part-2 of the RFP. The Technical Proposal shall be submitted in the form at Appendix-I and the Financial Proposal shall be submitted in the form at Appendix-II. Upon selection, the Applicant shall be required to enter into an agreement with the Authority

2.2 Conditions of Eligibility of Applicants

- 2.2.1 Applicant must carefully read 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 Applicants shall fulfill the following:
- i. The Applicant should be a Sole Proprietorship/ Company/ Partnership Firm/ LLP registered in India with a track record of providing consulting/ advisory services for at least 10 (ten) years as on March 31, 2021 – *To be supported by the Certificate of Incorporation/Registration of the Applicant*
 - ii. The Applicant should not have been debarred or blacklisted by Government or Central Govt./State Govt./PSU/Governmental Agency/Govt. Departments - *To be supported by a Self-Undertaking on the letter head of the Applicant duly signed by the Authorized Signatory of the Applicant*
 - iii. The Applicant should have an average annual turnover of INR 01 crore from consulting/advisory services in last 3 (three) Financial Years (FYs) i.e., FYs 2017-18, FY 2018-19, and FY 2019-20 – *To be supported by the Certificate from a Statutory Auditor/ independent CA (in case the Applicant has no Statutory Auditor) and audited financial statements for the said last 3 (three) FYs in accordance with Clause 2.2.3 below.*
- 2.2.3 The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors stating its average annual turnover for the past 3 (three) Financial Years. In the event that the Applicant does not have a Statutory Auditor, it shall provide the requisite certificate(s) from a firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant
- 2.2.4 The Applicant should submit a Power of Attorney as per the format at Form-4 of Appendix- I; provided, however, that such Power of Attorney would not be required if the Proposal is signed by a partner of the Applicant in case the Applicant is a partnership firm or by the sole proprietor if the Applicant is a sole proprietorship.
- 2.2.5 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any consultancy assignment, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate as defined under Clause 2.3.3 of this RFP.
- 2.2.6 An Applicant or its Associate should have, during the last 3 (three) Financial Years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any consultancy assignment or agreement nor have had any agreement terminated for breach by such Applicant or its Associate
- 2.2.7 While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicant may format the specified forms making do provision for incorporation of the requested information.

2.3 Conflict of Interest

- 2.3.1 An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "**Conflict of Interest**"). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the EMD (as defined under Clause 2.20.1 of the RFP) as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise
- 2.3.2 The Authority requires that an Applicant, if selected provides professional, objective, and impartial advice and at all times hold the Authority's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Applicant, if selected shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority
- 2.3.3 The Authority requires that an Applicant, if selected Consultant provides professional, objective, and impartial advice and at all times hold the Authority's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Applicant, if selected Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority. Further, following events shall be considered as "Conflict of Interest" for the purposes of this RFP
- a. A constituent of such Applicant is also a constituent of another Applicant; or
 - b. Such Applicant has the same legal representative for purposes of this Proposal as any other Applicant; or
 - c. Such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Proposal of either or each of the other Applicant; or
 - d. There is a conflict among this, and other consulting assignments of the Applicant (including its personnel and Sub-consultant) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to the Authority for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or

For purposes of this RFP, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant (the "**Associate**"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

- 2.3.4 An Applicant eventually appointed to provide Consultancy for this Consultancy Assignment, and its Associates, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 5 (five) years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services performed for the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5% (five per cent) of the subscribed and paid-up share capital of the Consultant, as the case may be, and any Associate thereof.

2.4 No. of Proposals

No Applicant or its Associate shall submit more than one Proposal for the Consultancy. An Applicant applying individually or as an Associate shall not be entitled to submit another proposal.

2.5 Cost of Proposal

The Applicant shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Authority's office, Project Site etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.6 Acknowledgement by Applicant

- 2.6.1 It shall be deemed that by submitting the Proposal, the Applicant has:
- a. made a complete and careful examination of the RFP.
 - b. received all relevant information requested from the Authority.
 - c. acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority.
 - d. acknowledged that it does not have a Conflict of Interest; and
 - e. agreed to be bound by the undertaking provided by it under and in terms hereof.
- 2.6.2 The Authority shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

2.7 Right to accept or reject proposals

- 2.7.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof
- 2.7.2 Without prejudice to the generality of Clause 2.7.1, the Authority reserves the right to reject any Proposal if:

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

Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification / rejection occurs after the Proposals have been opened and the highest-ranking Applicant gets disqualified / rejected, then the Authority reserves the right to consider the next best Applicant or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

B. DOCUMENTS

2.8 Contents of the RFP

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

1. Request for Proposal
2. Introduction
3. Instructions to Applicants
4. Criteria for Evaluation
5. Fraud and corrupt practices
6. Pre-Proposal Conference
7. Miscellaneous

2.9 Schedules

1. Terms of Reference

Appendices

Appendix-I: Technical Proposal

- Form 1: Letter of Proposal
- Form 2: Particulars of the Applicant
- Form 3: Statement of Legal Capacity
- Form 4: Power of Attorney
- Form 5: Financial Capacity of Applicant
- Form 6: Particulars of Key Personnel
- Form 7: Proposed Methodology and Work Plan
- Form 8: Abstract of Eligible Assignments of Applicant
- Form 9: Eligible Assignments of Applicant
- Form 10: Curriculum Vitae (CV) of Key Personnel

Appendix-II: Financial Proposal

Form 1: Financial Proposal

2.10 Clarifications

The Applicant may send their queries via email on 28/08/2021 on or before by 17.00 Hrs in the format specified below. The email should bear the following identification:

"Queries concerning Selection of a Firm for providing Consultancy services for setting up of AYUSH based Health Infrastructure in the State of Uttarakhand"

S. No.	Clause/Page No.	Content of the RFP requiring clarifications	Change/clarification requested
1.			
2.			
3.			

The Pre - Proposal conference shall be held on date as specified in Clause 1.8 virtually through online mode. The link for the meeting will be shared with the Interested applicants who shall be submitting the pre-bid queries to the Authority.

The Authority shall endeavor to respond to the queries within the period specified therein but not later than 7 (seven) days prior to the Proposal Due Date. The responses will be sent by fax or e-mail. The Authority will post the reply to all such queries on the Official Website and copies thereof will also be circulated to all Applicants who have purchased the RFP document without identifying the source of queries.

- 2.10.1 The Authority reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause 2.10 shall be construed as obliging the Authority 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 Authority 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 <https://ucf.org.in>
- 2.11.2 All such amendments will be notified on <https://ucf.org.in> the 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 Authority 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 Applicants 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 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, along with Documents, marked "COPY". In the event of any discrepancy between the original and its copies, the original shall prevail. The Proposals must be properly signed by the authorized representative (the "Authorized Representative") as detailed below:
- a. by the proprietor, in case of a proprietary firm; or
 - b. by a partner, in case of a partnership firm and/or a limited liability partnership; or
 - c. by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation; or

A copy of the Power of Attorney certified under the hands of a partner or director of the Applicant and notarized by a notary public in the form specified in Appendix-I (Form- 4) shall accompany the Proposal.

- 2.13.3 Applicants should note the Proposal Due Date, as specified in Clause 1.8, for submission of Proposals. Except as specifically provided in this RFP, 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 2.17.1. 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. For the avoidance of doubt, the Authority reserves the right to seek clarifications under and in accordance with the provisions of Clause 2.23.

2.14 Technical Proposal

- 2.14.1 Applicants shall submit the technical proposal in the formats at Appendix-I (the "**Technical Proposal**").
- 2.14.2 While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:
- A. The Demand Drafts for RFP document fee and The Earnest Money Deposit (EMD) have been provided
 - B. All forms are submitted in the prescribed formats and signed by the prescribed signatories.
 - C. Power of Attorney, if applicable, is executed as per Applicable Laws
 - D. CVs of all Key Personnel have been included.
 - E. No alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished.
 - F. the CVs have been signed and dated in blue ink by the respective Personnel and countersigned by the Applicants. Unsigned/ countersigned CVs shall be rejected.

- G. the CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP.
 - H. Key Personnel would be available for the period indicated in the TOR appended to this RFP.
 - I. No Key Personnel should have attained the age of 65 (Sixty-Five years at the time of submitting the proposal).
 - J. the Proposal is responsive in terms of Clause 2.21.2.
- 2.14.3 Failure to comply with the requirements spelt out in this Clause 2.14 shall make the Proposal liable to be rejected.
- 2.14.4 The Technical Proposal shall not include any financial information relating to the Financial Proposal.
- 2.14.5 The Authority reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the Authority to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.
- 2.14.6 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Consultant either by issue of the LOA or entering into of the Agreement, and if the Selected Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Applicant or Consultant, as the case may be. In such an event, the Authority shall forfeit and appropriate the EMD as mutually agreed pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

2.15 Financial Proposal

- 2.15.1 Applicants shall submit the financial proposal in the formats at Appendix-II (the "**Financial Proposal**") clearly indicating the total cost of the Consultancy Assignment in both figures and words, in Indian Rupees, and signed by the Applicant's Authorized Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.
- 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, accommodation, air fare, equipment, printing of documents, surveys, etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption 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 take into account all expenses excluding service tax which will be paid as per prevailing rate. For the avoidance of doubt, it is clarified

that all taxes excluding service tax shall be deemed to be included in Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.

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 initialed by the Authorized Representative of the Applicant as per the terms of this RFP. In case the proposal is submitted on the document downloaded from the procurement website of Government of Uttarakhand or the Official Website of the Authority, 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 name of the RFP, Name and address of the Applicant and the Authority. It shall bear on top, the following:

“Do not open, except in presence of the Authorized Person of the Authority”

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 and consequent losses, if any, suffered by the Applicant.

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 the Application in the prescribed format (Form 1 of Appendix-I) along with Forms 2 to 10 of Appendix-I and supporting documents. Also, the RFP document fee and EMD as specified in Clauses 1.4 and 2.20.1 respectively.

The envelope marked ‘Financial Proposal’ shall contain the financial proposal in the prescribed format (Forms 1, Appendix-II).

2.16.4 The Technical Proposal and Financial Proposal shall be typed or written in indelible ink and signed by the Authorized Representative 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 submitted in hard copy 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 document. Any attachment o 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. No separate documents like printed annual statements, company brochures, copy of contracts etc. will be entertained.
- 2.16.7 The rates quoted shall be firm throughout the period of performance of the assignment up to and including acceptance of the Final Report by the Authority and discharge of all obligations of the Consultant under the Agreement.

2.17 Proposal Due Date

- 2.17.1 Proposal should be submitted in hard copy at or before 14.00 hrs on the Proposal Due Date in the manner and form as detailed in this RFP document.
- 2.17.2 The Authority may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with Clause 2.11 uniformly for all Applicants.

2.18 Late Proposals

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

2.19 Modification/ substitution/ withdrawal of Proposals

- 2.19.1 The Applicant may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by the Authority prior to PDD. No Proposal shall be modified, substituted, or withdrawn by the Applicant on or after the PDD.
- 2.19.2 The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.16, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.
- 2.19.3 Any alteration / modification in the Proposal or additional information or material supplied subsequent to the PDD, unless the same has been expressly sought for by the Authority, shall be disregarded.

2.20 Earnest Money Deposit (EMD)

- 2.20.1 The Applicant shall make payment for an amount of INR 1,00,000 (Indian Rupees One Lakh Only) in the form of a Demand Draft drawn from any Scheduled Bank in India in favour of **Uttarakhand State Cooperative Federation payable at Dehradun** (the “**EMD**”), refundable no later than 180 (one hundred eighty) days from the PDD, except in case of the two highest ranked Applicants as required in Clause 2.24.1. In the event that the first ranked Applicant commences the assignment as required in Clause 2.29, the second ranked, who has been kept in reserve, shall be returned its EMD forthwith, but in no case not later than 90 (ninety) days from PDD. The Selected Applicant's EMD shall be adjusted in Performance Security (the “Performance Security”) which may be deposited at the time of agreement and the same shall be refunded upon expiry of after 30 (thirty) days of completion and acceptance of Final report
- 2.20.2 Any Proposal not accompanied by the EMD shall be rejected by the Authority as non-responsive.
- 2.20.3 The Applicant by submitting its Proposal pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, the EMD shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, inter alia, the time, cost and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:
- If an Applicant submits a non-responsive Proposal.
 - If an Applicant engages in any of the Prohibited Practices specified in Section 4 of this RFP document.
 - If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP document and as extended by the from time to time.
 - In the case of a Selected Applicant, if the Applicant fails to sign the Agreement or commence the assignment as specified in Clauses 2.28 and 2.29 respectively; or
 - 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 [14.30] hours and in the availability of the Applicants who choose to attend. The “Technical Proposal” shall be opened first. The “Financial Proposal” shall be kept for opening at a later date.
- 2.21.2 Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. The Authority may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive only if:
- the Technical Proposal is received in the form specified at Appendix-I and the requirements stipulated at Clause 2.14.2.
 - The RFP document fee of INR 1000 has been paid
 - it is received by the Proposal Due Date including any extension thereof pursuant to Clause 2.17.
 - it is accompanied by the RFP document fee and EMD as specified in Clauses 1.4 and 2.20.1 respectively
 - it is signed, sealed, and stamped
 - it is accompanied by the Power of Attorney as specified in Clause 2.2.4.

- g) it contains all the information (complete in all respects) as requested in the RFP.
- h) it does not contain any condition or qualification; and
- i) it is not non-responsive in terms hereof.

2.21.3 The Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution, or withdrawal shall be entertained by the Authority in respect of such Proposals.

2.21.4 The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.6 and the criteria set out in Section 3 of this RFP

2.21.5 After the evaluation Technical Proposal documents, the Authority shall prepare a list of 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. Before opening of the Financial Proposals, the list of pre-qualified and shortlisted Applicants along with their Technical Scores will be read out. The opening of Financial Proposals shall be done in presence of respective representatives of Applicants s who choose to be present. The Authority will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out in terms of Clauses 3.3 and 3.4.

2.21.6 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

2.21.7 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.

2.22 Confidentiality

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

2.23 Clarifications

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

- 2.23.2 If an Applicant does not provide clarifications sought under Clause 2.23.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority

E. APPOINTMENT OF CONSULTANT

2.24 Negotiations

- 2.24.1 The Selected Applicant may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal but will be for re- confirming the obligations of the Selected Applicant 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. A Key Personnel who did not score 70% (seventy per cent) marks as required under Clause 3.1.2 shall be replaced by the Applicants with a better candidate to the satisfaction of the Authority. In case the Selected fails to reconfirm its commitment, the Authority reserves the right to designate the next ranked Applicants as the Selected Applicants 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 Applicants to the satisfaction of the Authority

2.25 Indemnity

The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority for an amount not exceeding the Consultancy fee for any direct loss or damage that is caused due to any deficiency in services

2.26 Award of Consultancy

After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Authority to the Selected Applicants and the Selected Applicants shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicants is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the EMD of such Applicant as mutually agreed genuine pre-estimated loss and damage suffered by the Authority on account of failure of the Selected Applicants to acknowledge the LOA, and the next highest-ranking Applicants may be considered.

2.27 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Applicants, it shall execute the Agreement within the period prescribed in Clause 1.8.

2.28 Commencement of Assignment

The Consultant shall commence the Services at the Consultancy Assignment site within 7 (seven) days of the date of the Consultancy Agreement or such other date as may be mutually agreed. If the Consultant fails to either sign the Agreement as specified in Clause 2.28 or commence the assignment as specified herein, the Authority may invite the second ranked Applicants for negotiations. In such an event, the EMD of the first ranked Applicants shall be forfeited and appropriated in accordance with the provisions of Clause 2.20.4.

2.29 Proprietary Data

Subject to the provisions of Clause 2.22, all documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal, or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Consultant to the Authority in relation to the Consultancy shall be the property of the Authority

3 CRITERIA FOR EVALUATION

3.1 Evaluation of Technical Proposals

3.1.1 In the first stage, the Technical Proposal will be evaluated on the basis of Applicant's experience, its understanding of TOR, proposed methodology and Work Plan, and the experience of Key Personnel.

3.1.2 The scoring criteria to be used for evaluation shall be as follows.

Supporting Documents required to be submitted: Copy of agreement/Work Order/Completion Certificates/relevant certificate from the respective client confirming the engagement

S.No.	Criteria	Details	Maximum Marks
Firm's Experience			45
1.	Average Annual Turnover from Consultancy Services in last 3 FY i.e 2017-18, 2018-19 and 2019-20	More than INR 01 Crore – INR 05 Crores – 1 Mark More than INR 05 Crores to INR 10 Crores – 3 Marks More than INR 10 Crores – 5 Marks	5
2.	Experience of providing consultancy services for Hospital/Medical College infrastructure projects in last 2 years with any State Government. The hospital should have more than 100 beds. In case of a Medical College, the minimum no. of	1 project maximum of 10 marks	10

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	seats should be 100 <i>The Feasibility Report of the project should have been completed</i>		
3.	Experience of completed PPP/EPC transactions in Infrastructure Sector in last 3 years ending on 31 st March 2021 <i>Only those transactions shall be considered as completed wherein atleast the Letter of Award (LoA) has been issued to the private player</i>	1 Mark per completed transaction maximum of 5 Marks	5
4.	Experience of working with a central/state/multilateral agency on health system assessment covering atleast 3 states in last 2 years	5 marks per state maximum of 15 marks	15
5.	Experience of providing consulting services to Government of India in the Health/Nutrition/Wellness/related sector in last 2 years. The scope of work should include Policy Support, Convergence, Impact Assessment and creation of ecosystem	1 project maximum of 5 Marks	5
6.	GST Registered office in Dehradun <i>(Copy of GST Certificate to be submitted as proof)</i>	-	5
Qualifications and Experience of Key Personnel <i>(All the Subject Matter Experts excluding Legal Expert should be on the Payroll of the Applicant)</i>			45
Subject Matter Experts (SMEs) - Part time Deployment on the Project			40
1.	Project Manager/Director cum PPP/Business Plan Expert	MBA/PGDM with at least 15 years of experience in providing consultancy services for PPP/EPC projects in Infrastructure sector 15 years of experience: 1 mark 1 Mark for each additional year of experience: 2 Marks Completed Transactions* on PPP/EPC mode in last 3 years: 2 marks for each completed transaction*: 4	10

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		<p>Marks</p> <p>Experience of providing consultancy services for atleast 1 Hospital/Medical college Infrastructure project with atleast 100 beds/100 seats to any State Government. :3 Marks</p> <p><i>*Completed transactions mean wherein atleast the LOA has been issues to the private player /contractor</i></p>	
2.	Technical/Health Expert	<p>MBBS and MD with at least 15 years of experience in the Health Sector</p> <p>15 years of experience: 1 mark</p> <p>1 Mark for each additional year of experience: 2 Marks</p> <p>Experience of providing transaction advisory services for development of public health infrastructure/facilities: 2 marks per project: 4 marks</p> <p>Should have experience of working in Uttarakhand on projects related to Health system strengthening- 1.5 mark for each assignment – 3 Marks</p>	10
3.	AYUSH Expert	<p>MD Ayurved with MBA or BHMS with MBA with at least 10 years of experience out of which atleast 5 years of experience should be in Health/Nutrition Sector</p> <p>10 years of experience out of which 5 years of experience in Health/Nutrition Sector – 1 mark</p> <p>1 Mark for each additional year of experience in Health/Nutrition Sector: 2 Marks</p> <p>Should have experience of providing technical support on health and nutrition related projects: 1 Mark per project: 2 marks</p> <p>Should have experience of providing advisory services</p>	8

		on health system strengthening projects – 3 Marks	
4.	Procurement/Bid Process Management Expert	<p>MBA/PGDM with atleast 7 years of experience in preparation of EoI, RFPs, undertaking Bid process management for PPP/EPC projects in Infrastructure Sector</p> <p>7 years of experience: 1 Mark</p> <p>1 mark for each additional year of experience years of experience: 2 Marks</p> <p>Completed Transactions on PPP/EPC mode in last 3 years: 1 mark for each completed transaction*: 2 Marks</p> <p>Experience of providing consultancy services for atleast 1 Hospital/Medical college Infrastructure project with atleast 100 beds/100 seats to any State Government. 1 mark</p> <p><i>*Completed transactions mean wherein atleast the LOA has been issues to the private player /contractor</i></p>	6
5.	Legal Expert	<p>Bachelors (LLB) + Master's in legal (LLM) with atleast 15 years of experience in providing corporate legal services and preparation of legal documents (Agreements etc.).</p> <p>15 years of experience: 1 mark</p> <p>1 Mark for each additional year of experience: 2 Marks</p> <p>Experience of providing legal consultancy services for PPP/EPC projects in Infrastructure Sector – 1 mark per assignment: 3 Marks</p>	6
PMU Team – Full time Deployment at the Authority's office			5
1.	Team Leader	MBA/PGDM with at least 7 years of experience in providing consultancy services for PPP/EPC	5

		projects in Infrastructure sector. Should have undertaken atleast 3 relevant projects	
2.	Procurement Specialist (2 Nos.)	Graduate in Engineering/Postgraduate with atleast 3 years of experience preparation of EoI, RFPs, undertaking Bid Process Management for PPP/EPC projects in Infrastructure Sector. Should have undertaken atleast 1 relevant assignment	-
3.	AYUSH Specialist	Relevant Graduation with atleast 3 years of experience in the AYUSH Sector	-
4.	Bookkeeping/Documentation Specialist (2 Nos.)	B. Com/CA/MBA (Finance) with atleast 3 years of experience in finance/accounting	-
5.	Infrastructure Specialist (2 Nos.)	Graduate in Engineering with atleast 3 years of experience in vetting of BoQs, Site Supervision etc.	-
Approach and Methodology (A&M)			10
1.	Understanding of the Terms of Reference (ToR) and Approach Methodology and Work Plan <i>(Final Evaluation shall be basis a presentation made to the Evaluation committee)</i>	Understanding of the Terms of Reference – 2 Marks Approach and Methodology including Work Plan – 8 Marks	10
Grand Total			100

3.2 Shortlisting of Applicants

All the applicants who score minimum 70 Qualifying Marks as specified in Clause 3.1.1 will be shortlisted for opening of Financial Proposal.

3.3 Evaluation of Financial Proposal

3.3.1 In the second stage, the financial evaluation will be carried out as per this Clause 3.3. Each Financial Proposal will be assigned a financial score (SF).

3.3.2 For financial evaluation, the total cost indicated in the Financial Proposal will be considered.

- 3.3.3 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:

$$SF = 100 \times FM / F \text{ (F = amount of Financial Proposal)}$$

3.4 Combined and Final Evaluation

- 3.4.1 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.

- 3.4.2 The Selected Applicant shall be the first ranked Applicant (having the highest combined 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 Clauses 2.24, 2.28 and 2.29, 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 Authority shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Applicant's Proposal.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be
- 4.3 For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them

- a) **"corrupt practice"** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, 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 Consultancy Assignment or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Consultancy Assignment;
- 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 Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- 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 PRE-PROPOSAL CONFERENCE

- 5.1** Pre-Proposal Conference of the Applicants shall be convened at the designated date and time virtually as specified in clause 1.8 and 1.10. Only those Applicants, who have purchased the RFP document or downloaded the same from the Official Website for the Authority, shall be allowed to participate in the Pre-Proposal Conference. A maximum of two representatives of each Applicant shall be allowed to participate on production of an authority letter from the Applicant
- 5.2** During the course of Pre-Proposal Conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

6 MISCELLANEOUS

- 6.1** 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.

- 6.2** The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto.
 - b) consult with any Applicant in order to receive clarification or further information.
 - c) retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Applicant; and/or
 - d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- 6.3** It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future
- 6.4** All documents and other information supplied by the Authority or submitted by an Applicant shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.
- 6.5** The Authority reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

SCHEDULES

SCHEDULE 1 : TERMS OF REFERENCE

1 SCOPE OF WORK

**PHASE 1 - FEASIBILITY ANALYSIS, PROCUREMENT AND BID
PROCESS MANAGEMENT 6 MONTHS)**

Feasibility Analysis

Location and Site Analysis

Carry out SWOT analysis and assessment of site surroundings including connectivity, availability of off-site infrastructure i.e guidelines pertaining to zoning and land use, change of land use, city development plans, Federal Acquisition Regulation (FAR) regulations, ground coverage, height restrictions and permissible Built-Up Area (BUA) etc.

Study of applicable land use and permissible developments as per applicable

regulations

Demand and Supply assessment

Demand assessment – Catchment analysis, epidemiology profile, Health seeking behaviour w.r.t AYUSH treatment.

Supply assessment – Availability of existing similar AYUSH and Naturopathy facilities providing healthcare services etc.

List of statutory requirements

Business Plan and Project Structuring

Preparation of a Business Plan capturing all the techno commercial as well as financial aspects of the project both during the development as well as the operations phase.

Estimate capital (hard) costs, relating to both civil works, as well as the soft costs related to the project development including contingency provisions, preliminary and pre-operative expenses, financing expenses, and other costs.

Determine viability of the proposed project based on applicable regulations, block costs of development, and market trend; Identification of the appropriate capital structuring, revenue model, Profit & Loss, Balance sheet and cash flows, Project IRR, Equity IRR, other key ratios as may be deemed fit.

Undertake sensitivity analysis by identifying the most critical factors and determine their impacts on the project viability, including varying project costs and benefits, implementation period, and combination of other factors.

Evaluation of the most suitable Project development model – EPC/PPP.

Preparation of Tender Documents:

Preparation of bidding documents including RFQ and Draft Agreement and any other document required to conduct the bidding process for selection of the Contractor/Private Player

Preparation of Project Information Memorandum (PIM) in an illustrative manner to give clear details about the project and detailed enough to allow the bidders to understand the details of the project.

This bid document may be required to be modified based on the inputs from the prospective bidders, lenders, and after the pre-bid meeting.

Providing legal vetting of the tender document.

Bid Process Management

Preparation and issue of suitable advertisements (cost of the advertisements shall be borne by the Authority)

Anchoring of pre-bid conferences(s)

Assist the Authority in responding to queries

Assess/evaluation of counter proposals/bids received which would include but not limited to the track record (capability and experience) of the bidder/promoters

Pre-tender consultation, facilitation of site visit with potential private players

Organizing site visit/tour of the intending bidders before bid submission by the bidders

Assistance during Signing of Agreement

PHASE 2 – PROJECT IMPLEMENTATION SUPPORT (18 MONTHS)

Assistance in leveraging incentives from Government of India if any

Identification of suitable incentives available from Government of India

Preparation of necessary documentation required for onward submission to the Government of India for leveraging such incentives

Assistance in getting requisite approvals

Project monitoring and supervision

Review and monitor the contracts with regard to variations, time extensions, termination, claims & other contractual issues, etc.

Assist in preparation of implementation schedules and contract supervision plans
Assist in Audit & review the private player's requests for time extensions, variations, and recommend appropriate measures/actions to process necessary approvals assist in prior and post reviews of contracts.

Assist in the overall administration of the contracts including contract monitoring and maintenance of all contract files

Overall coordination and organizing review meetings with relevant stakeholders

Prepare monthly project progress reports describing the physical and financial progress of each project, highlighting impediments to the quality and progress of the works and remedial actions

2 KEY PERSONNEL INPUTS

S.No.	Position	No. of staff	FT/PT*	Person Months
	Subject Matter Experts			
1.	Project Manager/ Director cum PPP/Business Plan Expert	1	PT	3
2.	Technical/Health Expert	1	PT	3
3.	AYUSH Expert	1	PT	3

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4.	Procurement/Bid Management Expert	Process	1	PT	3
5.	Legal Expert		1	PT	3
	PMU Team				
1.	Team Leader		1	FT	24
2.	Procurement Specialist		2	FT	48 (24*2)
3.	AYUSH Specialist		1	FT	24
4.	Bookkeeping/Documentation Specialist		2	FT	48 (24*2)
5.	Infrastructure Specialist		2	FT	48 (24*2)

FT/PT : Full Time/Part Time*

Note:

- In case there is an increase in the proposed person months of key Personnel as mentioned above, the Selected Applicant shall be compensated accordingly in line with the finalised Man-month rates as per the Agreement executed between the Selected Applicant and the Authority
- Number of resources can be increased as per requirement in Scope of Work and approved by the Authority. The Applicant shall ensure that person month rate of additional resources will be the same to finalised man-month rates as per the Agreement executed between the Selected Applicant and the Authority. All other terms and conditions will remain same.

3 DELIVERABLES and PAYMENT TERMS

S.No.	Deliverable	Payment
1.	Monthly Progress Reports	100% in equated monthly instalments for a period of 24 months Provided receipts of satisfactory reports

Payment of professional fee will be made on monthly basis post submission to the Authority, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents . The Authority shall release the payment due to the Consultant within 20 (twenty) days after the receipt the invoices with necessary particulars. All payments under this Agreement shall be made to the Consultant subjected to necessary statutory tax deduction as per prevailing rates by the Authority.

APPENDICES
APPENDIX 1
Technical Proposal
Form-1 Letter of Proposal
(On Applicants' letter head)

Date:

Place:

To *****

Sub:Selection of a Firm for providing Consultancy services for setting up of AYUSH based Health Infrastructure in the State of Uttarakhand

Dear Sir,

With reference to your RFP Document dated....., I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for **Selection of a Firm for providing Consultancy services for setting up of AYUSH based Health Infrastructure in the State of Uttarakhand**. The proposal is unconditional and unqualified.

1. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Consultancy Assignment.
3. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. I/We acknowledge the right of the Authority to reject our proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any Consultancy Assignment or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. I/We declare that:

- a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;
 - b) I/We do not have any conflict of interest in accordance with Clause 2.3 of the RFP Document.
 - c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any other public sector enterprise or any government, Central or State; and
 - d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants
 8. I/We declare that we are not a member of any other Applicant applying for Selection as a Consultant.
 9. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Consultancy Assignment or which relates to a grave offence that outrages the moral sense of the community.
 10. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
 11. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/ employees.
 12. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority [and/ or the Government of India] in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above-mentioned Consultancy Assignment.
 13. The Demand Draft towards the RFP document Fee of INR 1000 and EMD of Rs. 1,00,000/- (one lacs) has been submitted in accordance with the RFP document
 14. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Consultancy Assignment is not awarded to me/us or our proposal is not opened or rejected.
 15. I/We agree to keep this offer valid for 90 (ninety) days from the Proposal Due Date specified in the RFP.

16. A Power of Attorney in favour of the authorized signatory to sign and submit this Proposal and documents is attached herewith in Form 4.
17. In the event of our firm being selected as the Consultant, In the event of my/our firm being selected as the Consultant, I/we agree and undertake to provide the services of the Consultant in accordance with the provisions of the RFP
18. I/We have studied RFP and all other documents carefully and also surveyed the Consultancy Assignment site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
19. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours Faithfully

(Signature, name and designation of the authorized signatory)

(Name and seal of the Applicant)

APPENDIX I

Form 2 - Particulars of the Applicant

Title of Consultancy	
Title of Project	
State the following: Name of Firm: Legal status (e.g. sole proprietorship or partnership): Country of incorporation: Registered address: Year of Incorporation: Year of commencement of business: Principal place of business: Name, designation, address and phone numbers of authorised signatory of the Applicant: Name: Designation: Company: Address: Phone No.: E-mail address	
	(Signature, name and designation of the authorised signatory) For and on behalf of

APPENDIX I
Form 3 – Statement of Legal Capacity
(To be forwarded on the letter head of the Applicant)

Ref.

Date:

To, *****

Sub: Selection of a Firm for providing Consultancy services for setting up of AYUSH based Health Infrastructure in the State of Uttarakhand

Dear Sir,

I/We hereby confirm that we, the Applicant (insert Applicant's name) satisfy the terms and conditions laid down in the RFP document.

I/We have agreed that (insert individual's name) will act as our Authorized Representative on behalf of the Applicant and has been duly authorized to submit our Proposal. Further, the authorized signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully

(Signature, name and designation of the authorized signatory)

For and on behalf of

APPENDIX I
Form 4 – Power of Attorney

Know all men by these presents, we, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr. / Ms. son/daughter/wife and presently residing at ,who is presently employed with us and holding the position of as our true and lawful attorney (hereinafter referred to as the "Authorized Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for **Selection of a Firm for providing Consultancy services for setting up of AYUSH based Health Infrastructure in the State of Uttarakhand** proposed to be undertaken by the Authority including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Consultancy Assignment and/or upon award thereof to us till the entering into of the Agreement with the Authority.

AND we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF2***

For.....

(Signature, name, designation and address)

Witnesses:

1.

2.

Notarized

Accepted

.....

(Signature, name, designation 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) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on appropriate value of non-judicial stamp paper as per prevailing regulation of state and duly notarized by a notary public.
2. Wherever required, the Applicants should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
3. For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, Applicants from countries that have signed the Hague Legislation Convention, 1961 need not get their Power of Attorney legalized by the Indian Embassy if it carries a conforming Apostille certificate.

APPENDIX I
Form 5 – Financial Capacity of the Applicant

S.No.	Financial Turnover	Annual Turnover (INR Crores)
1.	2019-20	
2.	2018-19	
3.	2017-18	
Certificate from the Statutory Auditor [§] This is to certify that (Name of the Applicant) has the Annual Turnover as shown above against the respective years. Name of the audit firm: Seal of the audit firm Date: (Signature, name and designation of the authorized signatory)		

§ In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

APPENDIX I
Form 6 – Particulars of Key Personnel

S.No.	Name of Expert	Designation	Qualifications	No. of Years of Experience
Subject Matter Experts				
PMU Team				

APPENDIX I

Form 7 – Proposed Methodology and Work Plan

1. **Understanding of the Terms of Reference**

2. **Approach and Methodology proposed for the study**
 - a. **Understanding of the need of the assignment.** {Please explain your understanding of the assignment as outlined in the Terms of Reference (TORs)}

 - b. **Technical Approach and Methodology.** {Please explain the technical approach, and the methodology and the existing/proposed prototype/tool, if any, you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output.

 - c. **Work Plan.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here.

APPENDIX I

Form 8 – Abstract of Eligible Assignments of the Applicant

S.No.	Name of the Consultancy Assignment	Name of the Client	Duration of the Assignment

APPENDIX I

Form 9 – Eligible Assignments of the Applicant

Assignment name:	Country: Location within the country:
Name of Client	Address
Name of the Legal Entity in whose name the contract is:	Duration of assignment (months):
No. of person months of the assignment:	Start date (Month/year): Completion date (Month/year):
Approx. value of the overall contract (in USD or equivalent in USD):	Approx. value of the services provided by your firm under the contract (in USD or equivalent in USD):
Name of JV Partner/Sub consultant/associated organizations, if any:	Role of JV Partner/Sub consultant/associated organization:
Narrative description of the Project:	
Detailed Scope of services, coverage and relevance to this project:	

Notes:

- Use Separate Sheet for each Assignment
- Attach relevant supporting documents as proof for each Assignment

APPENDIX I
FORM 10 Curriculum Vitae (CV) of Key Personnel

1. **Position Title**
2. **Name of Expert:** {Insert full name}
3. **Date of Birth:** {day/month/year}
4. **Country of Citizenship/Residence**
5. **Education:** {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}
6. **Employment record relevant to the assignment:** {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	Employing Organization	Country	Summary of Activities performed

7. **Membership in Professional Associations and Publications:**
8. **Language Skills (indicate only languages in which you can work):**
9. **Adequacy for the Assignment:**

Detailed Tasks Assigned on Consultant's Team of Experts:	Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks

Expert's contact information: (e-mail, phone.....)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client

Name of the Expert

Signature

{day/month/year}

**APPENDIX-II
FORM 1
Financial Proposal**

Sr. No.	Name of Key Personnel	Position	Man-month remuneration Rate (INR)	Time Input in Man/Month	Total Indian Rupees – INR
		Subject Matter Experts			
1.		Project Manager/Director cum PPP/Business Plan Expert (1 No.)		3	
2.		Technical/Health Expert (1 No)		3	
3.		AYUSH Expert (1 No)		3	
4.		Procurement/Bid Process Management Expert (1 No)		3	
5.		Legal Expert (1 No)		3	
		PMU Team			
1.		Team Leader (1 No.)		24	
2.		Procurement Specialist (2 Nos.)		48	
3.		AYUSH Specialist (1 No.)		24	
4.		Bookkeeping/Documentation Specialist (2 Nos.)		48	
5.		Infrastructure Specialist (2 Nos.)		48	
TOTAL (In Figures)					
Total (In words)					

Note:

1. GST shall be paid separately as per prevailing rate.
2. All payment shall be made in Indian Rupees and shall be subject to applicable Indian laws withholding taxes if any
3. In case there is an increase in the proposed person months of key Personnel as mentioned above, the Selected Applicant shall be compensated accordingly in line with the finalised Man-month rates as per the Agreement executed between the Selected Applicant and the Authority
4. Number of resources can be increased as per requirement in Scope of Work and approved by the Authority. The Applicant shall ensure that person month rate of additional resources will be the same to finalised man-month rates as per the Agreement executed between the Selected Applicant and the Authority. All other terms and conditions will remain same.