

REQUEST FOR PROPOSAL (RFP) FOR  
Engagement of a Technical Consultancy (TC) firm as Strategic Advisory - Program Management Unit (SA-  
PMU) for Building and Other Construction Workers Welfare Board, Uttarakhand

RFP No: **UKBOCW/PMU/01/2023-24**

Issued on: **26/04/2023**

Techno-Commercial Bid On behalf of The Building and Other Construction Workers, Uttarakhand

**The Building and Other Construction Workers, Uttarakhand**

**Head Office UKBOCW, C-64 Nehru Colony,**

**Dehradun, Uttarakhand, 248001**

**E-mail – [ukbocw@gmail.com](mailto:ukbocw@gmail.com)**

## Disclaimer

The information contained in this Request for Proposal document ("RFP") or subsequently provided to bidders, verbally or in documentary or any other form by or on behalf of the Building and Other Construction Workers Welfare Board, Uttarakhand (here forth referred to as UKBOCW in this document) or any of its employees or advisers, is provided to bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is not an invitation by the Employer to the prospective Agencies/Consultants or any other person. The purpose of this RFP is to provide interested bidders 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 Employer in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Employer, 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 bidder 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 bidder (Agency/consultant/ developer/ Supplier, etc.) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Employer accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The UKBOCW and its employees and advisers make no representation or warranty and shall have no liability to any person including any bidder under any law, statute, rules or regulations or tort, principles of restitution run just 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 UKBOCW also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any bidder upon the statements contained in this RFP.

The UKBOCW 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 Employer is bound to select a bidder or to appoint the selected bidder, as the case may be, for the Consultancy and the UKBOCW reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever. The bidder 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 UKBOCW or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the bidder and the UKBOCW shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

## Contents

3

1. Brief Background of UKBOCW: .....	6
2. Instructions to Bidders .....	6
3. Disclosure .....	7
4. Anti-Corruption .....	8
5. Consortium .....	8
6. Preparation of Proposals Language of Proposals.....	8
7. Cost of bidding.....	8
8. Instructions for submission of Proposal.....	8
8.1 Documents comprising the Proposal. ....	8
8.2 Submission instructions.....	8
8.3 Proposal Validity.....	9
8.4 Format and Signing of Proposals.....	9
8.5 Deadline for Submission of Proposals .....	9
8.6 Undue Influence .....	9
9. Opening of Proposals .....	9
10. Evaluation of Proposals.....	9
11. Clarification of Proposals .....	9
12. Non-conformities, Errors, and Omissions .....	10
13. Right to accept any Proposal, and to reject any or all Proposals or re-issue the tender.....	10
14. Award of Contract Notification .....	10
15. Signing of Contract .....	10
16. Earnest Money Deposit (EMD) .....	10
17. Security Deposit .....	11
18. Payment terms:.....	11
19. Grievance Redressal Mechanism.....	12
20. Prevention of Cartel Formation.....	12
21. Description of Personnel:.....	12
22. Termination .....	12
23. Force Majeure .....	13
24. Patents, Copyright & Intellectual Property Rights.....	13
25. Limitation of the Liability.....	13
26. Project Location, facilities, Duration & Resources.....	13
27. Bid Submission, Opening of Bids and Award of Contract:.....	14
28. Selection Procedure .....	14

<b>29.</b>	<b>Pre-qualification Criteria</b> .....	<b>14</b>
<b>30.</b>	<b>Technical Evaluation:</b> .....	<b>15</b>
<b>31.</b>	<b>Evaluation of Technical Bid:</b> .....	<b>17</b>
<b>32.</b>	<b>Evaluation of Financial Bid:</b> .....	<b>17</b>
<b>33.</b>	<b>Scope of work</b> .....	<b>18</b>

## Notice Inviting Tender ( NIT )

### e- Tender for Engagement of a Technical Consultancy (TC) firm as Strategic Advisory - Program Management Unit (SA-PMU) for Building and Other Construction Workers Welfare Board, Uttarakhand

The Building and Other Construction Workers Welfare Board invites proposals from reputed organizations with a proven track record of having a thorough understanding and good experience in providing Project Management Consultancy and Technical Support Services to the Building and Other Construction Workers Welfare Board for implementation of labour welfare schemes.

No	Particulars	Details
1	Name of the Client inviting RFP	Building and Other Construction Workers Welfare Board
2	Address	Building and Other Construction Workers Welfare Board, UKBOCW, C-64 Nehru Colony, Dehradun, Uttarakhand, 248001
3	Date of issue of RFP	From 26/04/2022 onwards
4	Last Date of receiving Queries	The queries, if any, in the RFP has to be mailed before 05-05-2023 end of the day before 05:00 PM to <a href="mailto:ukbocw@gmail.com">ukbocw@gmail.com</a>
5	Pre Bid meeting	08/05/2023 at 03:00 pm UKBOCW Office
6	Last date and Time for submission	26/05/2023 upto 3:00 PM
7	Date and time of Opening of Technical Proposal	On 26-05-2023 at 04:00 PM
8	Technical Presentation	To be intimated later
9	Time, Place and date for opening of the Financial Proposal	To be intimated to the eligible firms
10	EMD	Rs 2,00,000/- (Exempted for MSME)
11	Cost of RFP	Rs 2,000/- (In the form of D.D in favor of Secretary UKBOCW payable at Dehradun)
12	Method of Selection	Quality & Cost Based Selection (QCBS) procedure. (Weightage: 80% Technical & 20% Financial)

The tender document can be downloaded from the websites : <https://uktenders.gov.in/nicgep/app> & <https://www.uklms.in/>.

Interested bidders are advised to regularly visit the websites in order to update themselves with regard to any change or additional information related to the tender.

Uttarakhand Building and Other Construction Workers Welfare Board reserves the right to re-issue again/amend/cancel this tender, amend the tentative schedule and critical dates of participating in the tender. It is the sole responsibility of prospective bidders to go through UTTARAKHAND Building and Other Construction Workers Welfare Board website: <https://www.uklms.in/> or e-Procurement, Uttarakhand website: <https://uktenders.gov.in/nicgep/app> from time to time for any updated information.

~ SD ~

Secretary,

Uttarakhand Building and Other Construction Workers Welfare Board

## **1. Brief Background of UKBOCW:**

Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996 (BOCW Act) and Building And Other Construction Workers' Welfare Cess Act, 1996 (Cess Act) was passed to address the concerns regarding safety, health & welfare of larger number of labour force employed in the building and other construction sector.

UKBOCW Board, adopted proactive approach and initiated necessary steps to implement the provisions of the BOCW Act through Uttarakhand Building and Other Construction Workers (Regulation Of Employment And Conditions Of Service) Rules, 2005.

Further, Uttarakhand Government constituted the Building and Other Construction Workers Welfare Board (Board) in October 2005 to carry out welfare schemes for construction workers. As per the provision of the BOCW Act, Cess Act and Uttarakhand Rules, establishments which had employed on any day of the preceding twelve months, 10 or more building workers in any building or other construction work are required to pay cess at a rate of 1% of the total cost of construction incurred by an employer. The cess collected is required to be spent for the welfare of building and other construction workers. The functions of the Board are: -

1. Provide immediate assistance to a beneficiary in case of accident.
2. Make payment of pension to the beneficiaries who have completed the age of sixty years.
3. Sanction loans and advances to a beneficiary for construction of a house not exceeding such amount and, on such terms, and conditions as may be prescribed.
4. Pay such amount in connection with premier for Group Insurance Scheme of the beneficiaries as it may deem fit.
5. Give such financial assistance for the education of children of the beneficiaries as may be prescribed.
6. Meet such medical expenses for treatment of major ailments of a beneficiary or, such dependent, as may be prescribed.
7. Make payment of maternity benefits to the female beneficiaries.
8. Make provision and improvement of such other welfare measures and facilities as may be prescribed.
9. The Details function may be obtained from Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996 (BOCW Act) and Building And Other Construction Workers' Welfare Cess Act, 1996 (Cess Act) & The Building and Other Construction Workers Welfare Cess Rules,1998 and Uttarakhand Building and Other Construction Workers (Regulation Of Employment And Conditions Of Service) Rules, 2005.

## **2. Instructions to Bidders**

1. Uttarakhand, Building and Other Construction Workers Welfare Board issues this RFP for Engagement of a Technical Consultancy (TC) firm as Programme Management Unit (PMU) for Building and Other Construction Workers Welfare Board, Uttarakhand.
2. These instructions should be read in conjunction with information specific to the consulting services contained in the Notice inviting tender, Data Sheet and accompanying documents.
3. The Bidder is to submit Technical and Financial Proposal and selection shall be based on methodology specified in the Data Sheet.

4. The Bidder shall submit only one Proposal in its own name.
5. The Bidder shall bear all costs associated with the preparation and submission of its proposal and contract negotiation.
6. The Client is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to award of the contract without thereby incurring any liability to the bidder.
7. It is the responsibility of the bidder to ensure that the bids are submitted on time.
8. The UKBOCW reserves the right to solicit additional information from Bidders. Additional information may include, but is not limited to, past performance records, lists of available items of work etc.
9. The UKBOCW reserves the right to accept the whole, or part of or reject any or all bids without assigning any reasons and to select the Bidder(s) which, in the sole opinion, best meets the interest of the UKBOCW.
10. The UKBOCW reserves the right not to accept bid(s) from agency (ies) resorting to unethical practices or on whom investigation/enquiry proceedings have been initiated by the Government investigating Agencies/Vigilance Cell.
11. All information contained in the TENDER, or provided in subsequent discussions or disclosures, is proprietary and confidential. No information may be shared by the bidder with any other organizations/agencies.
12. No increase in the prices would be allowed during the contract period.
13. The duration of the Engagement of a Technical Consultancy (TC) firm as Strategic Advisory - Programme Management Unit (PMU) for UKBOCW will be for a period of 3 (three) years from the date of signing of contract. Post the initial period of 3(three) years it may be extended for another years on year to year basis on performance and mutual agreement.
14. The details regarding eligibility criteria, scope of work, application procedures, selection methodology and other terms and conditions have been clearly stated in the RFP document that can be downloaded from the e-Procurement website.
15. UKBOCW shall deduct tax at source as per relevant Income-tax provision and GST TDS as per relevant GST provisions and shall provide TDS certificate in respect of the income tax TDS deduction on yearly Basis
16. For Hassle Free Submission of Bids, please read instruction on e-tender website.

### **3. Disclosure**

Bidders have an obligation to disclose any actual or potential conflict of interest, failure to do so may lead to disqualification of the Bidder or termination of its Contract.

Bidders must disclose if they are or have been the subject of any proceedings (such as blacklisting) or other arrangements relating to bankruptcy, insolvency, or the financial standing of the Bidder, including but not limited to appointment of any officer such as a receiver in relation to the Bidder's personal or business matters or an arrangement with creditors, or of any other similar proceedings.

Bidder's must disclose if they or any of their sub-Bidders have been convicted of, or are the subject of any proceedings relating to:

- A criminal offence or other serious offence involving the activities of a criminal organization, or where they have been found by any regulator or professional body to have committed professional misconduct.
- Corruption including the offer or receipt of an inducement of any kind in relation to obtaining any contract, with UKBOCW, any other donor of development funding, or any contracting authority; Failure to fulfill any obligations in any jurisdiction relating to the payment of taxes, etc.

#### **4. Anti-Corruption**

A recommendation for award of Contract will be rejected if it is determined that the recommended Bidder has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question; in such cases UKBOCW will declare the Bidder and/or members of the consortium ineligible, either indefinitely or for a stated period of time, from participation in UKBOCW -financed activities, and Bidders will be blacklisted by the UKBOCW.

#### **5. Consortium**

Consortium of maximum of two members is allowed. In event of bid participation by consortium/JV, only the credentials of the lead partner shall be evaluated. The bidder shall submit the consortium/JV details on stamp paper of Rs 100, clearly mentioning the lead member and Associate/non-lead member of the bid along with declaration for the bid signing authority to the lead member. The non-lead member/s of the consortium/JV individually should have positive net worth in the last three financial years.(2022,2021,2020)

#### **6. Preparation of Proposals Language of Proposals**

The Proposal and all related correspondence exchanged between the Bidder and theUKBOCW shall be written in the English language. Supporting documents and printed literature that are part of the Proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for the purposes of interpretation of the Proposal, the translated version shall govern.

#### **7. Cost of bidding**

The Bidder shall bear all costs associated with the preparation and submission of the Proposal. The Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

#### **8. Instructions for submission of Proposal**

These instructions should be read in conjunction with information specific to the consulting services contained in the Covering Letter, Data Sheet and accompanying documents. Proposals must be received before the deadline of the tender. Proposals must be submitted online on or before the time specified in the tender document on the e-Procurement website.

##### **8.1 Documents comprising the Proposal**

- Bidders shall submit the technical proposal along with EMD and Cost of RFP.
- The Technical Proposals will be opened at the date and time specified.

##### **8.2 Submission instructions**

The Bidder shall submit a proposal and use the appropriate submission sheets provided at the end of this RFP. These forms must be completed without any alteration to their format, and no substitutes will be accepted. All fields shall be completed with the information requested.

### **8.3 Proposal Validity**

Proposals shall remain valid for the period of 180 days in the Data Sheet commencing with the deadline for submission of Technical Proposal as prescribed by UKBOCW. A Proposal valid for a shorter period shall be considered non-responsive and will be rejected by UKBOCW. In exceptional circumstances, prior to the expiration of the proposal validity period, the Client may request Bidders to extend the period of validity of their Proposals. The request and the responses shall be made in writing. A Bidder may refuse the request. A Bidder granting the request shall not be required or permitted to modify its Proposal. During the Proposal validity period, Bidders shall maintain the availability of experts nominated in the Proposal. UKBOCW will make its best effort to complete negotiations within this period.

### **8.4 Format and Signing of Proposals**

These instructions should be read in conjunction with information specific to the assignment contained in the Letter of Invitation, Data Sheet and other accompanying documents. The Technical Proposal shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation and shall be attached to both the Proposals. The name and position of each person signing the authorization must be typed or printed below the signature. All pages of the Proposals, except for unnamed printed literature, shall be signed or initialized by the person signing the Proposals. Any interlineations, erasures, or overwriting shall be valid only if signed or initiated by the person signing the Proposal.

### **8.5 Deadline for Submission of Proposals**

Proposals must be submitted to the address specified and delivered on or before the time specified. UKBOCW may, at its discretion, extend the deadline for the submission of Technical Proposal by amending the RFP, in which case all rights and obligations of the Client and Bidders subject to the previous deadline shall thereafter be subject to the deadline as extended from the time the Proposals are opened to the time the Contract is awarded, the Bidders should not contact the UKBOCW on any matter related to its Technical Proposal. Any effort by Bidders to influence the Client in the examination, evaluation and ranking of Proposals, and recommendation for award of Contract, may result in the rejection of the Proposal.

### **8.6 Undue Influence**

Any attempt by a Bidder to influence UKBOCW in the examination, evaluation, comparison, and post-qualification of the Proposals or Contract award decisions may result in the rejection of its proposal.

## **9. Opening of Proposals**

UKBOCW will open Technical Proposals on the date and time specified in the RFP.

## **10. Evaluation of Proposals**

Information relating to the examination, evaluation, comparison, and post-qualification of Proposals, and recommendation of Contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such processes until information on Contract award is communicated to all Bidders.

## **11. Clarification of Proposals**

To assist in the examination, evaluation, comparison and post-qualification of Proposals, UKBOCW may, at its discretion, ask any Bidder for a clarification of its Proposal. Any clarification submitted by a Bidder that is not in response to a request by the UKBOCW shall not be considered. The Client's request for clarification, and the response, shall be in writing. No change in the substance of the Proposal shall be sought, offered, or permitted, after the opening of Technical Proposals, except to confirm the correction of arithmetic errors discovered by UKBOCW in the evaluation of the Proposals, if required.

## **12. Non-conformities, Errors, and Omissions**

UKBOCW will correct arithmetical errors during evaluation of Technical Proposals on the following basis:

- a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.
- b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and
- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

If the winning Bidder does not accept the correction of errors, its Proposal shall be disqualified.

## **13. Right to accept any Proposal, and to reject any or all Proposals or re-issue the tender.**

UKBOCW reserves the right to accept or reject any Proposal, and to annual the bidding process and reject all Proposals or re-issue the tender at any time prior to Contract award, without thereby incurring any liability to the Bidders or onus on UKBOCW.

## **14. Award of Contract Notification**

Prior to the expiration of the Proposal validity period, UKBOCW shall notify the successful Bidder, in writing, that its Proposal has been accepted. At the same time, UKBOCW shall notify all other Bidders of the results of the bidding. Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

## **15. Signing of Contract**

Promptly after notification, UKBOCW shall send to the successful Bidder the Contract and the Special Conditions of Contract. Pursuant to negotiations, the successful Bidder shall sign, date, and return the Contract, along with necessary supporting documents, to UKBOCW. All formalities of negotiation and signing of contract will be completed within twenty-one (21) days of notification of award.

## **16. Earnest Money Deposit (EMD)**

Bidders shall submit along with the Proposal an EMD of INR 2,00,000/- (Indian Rupees Two Lakh only) payable via Uttarakhand e-procurement portal. The EMD of unsuccessful Bidders will be returned without any interest as promptly as possible on acceptance of the bid of the selected Bidder or when the bidding process is cancelled by UKBOCW. For MSME Firms the provisions of the prevailing government order will be applicable.

The EMD shall be forfeited.

- If a Bidder withdraws its bid during the period of bid validity.
- In case of a successful Bidder, if the Bidder fails to sign the contract in accordance with this RFP document.
- The EMD & Cost of RFP shall be submitted to UKBOCW Board on or before the last date & time of submitting of the proposal in a sealed envelope & the scanned copies of these shall be inclosed in online proposal also.

## 17. Security Deposit:

The successful tenderer/ bidder shall be required to deposit Performance Security Deposit @ of 5.00% of the order value or the financial bid of the same. For MSME Firms the provision of the prevailing Government order will be applicable

The security (performance) security amount may be calculated after deducting the EMD amount already deposited can be submitted in the shape of Demand Draft/Fixed Deposit Receipt/Performance Bank Guarantee on prescribed format payable on the name of Secretary UKBOCW at Dehradun within 15 days after agreement.

## 18. Payment terms

### (1) Payment Terms for the SA-PMU:

S.no	Particulars	Timeline	Payment
1	Monthly billing	Bill to be submitted at the end of every month along with the Monthly Progress Report*	100% of Quoted amount**for SA-PMU services to be divided equally in 36 equal installments and paid monthly

\*The agency shall raise an invoice with a monthly progress report to the designated SPOC from the state government under this contract.

\*\* The quoted amount shall be considered as the total amount quoted by the successful bidder under the Program Management Unit subsection in the "Form 5 – Financial Format" of this document.

### (2) Payment Terms for Impact Assessment:

The payment terms for the same shall be based upon deliverables submitted by the team which shall be as follows:

S. No	Particulars	Timeline	Payment
1	On submission of Inception report along with baseline performance of BOCW Schemes	T1 = T0 +30 days T0 is Date of signing of Contract	20% of the quoted amount*
2	On Submission of Draft Report (Including analysis of secondary and primary data in line with the scope of work as defined above)	T2 = T1 + 90 days	40% of the quoted amount*
3	On Submission and acceptance of Final Report (incorporating all the feedback and suggestions given by the Board)	T3 = T2 + 60 days	40% of the quoted amount*

\*The quoted amount shall be considered as the total amount quoted by the successful bidder under the Impact Assessment Study subsection in the "Form 5 – Financial Format" of this document

## **19. Grievance Redressal**

Grievance Redressal Mechanism for participating Bidders/ Agencies shall be as per the details given below: -

A time bound Grievance Redressal Mechanism for dealing with the representations/ complaints/ letters of the participating bidders/ firms in the tendering process will be governed by State Government Policy/Government orders.

## **20. Prevention of Cartel Formation**

In case of evidence of cartel formation by the agencies/bidder(s), the EMD is liable to be forfeited along with other actions as are permissible to the Government like filing complaints with the Competition Commission of India and/ or other appropriate forums, blacklisting, etc. In case an agency is blacklisted, it will be widely published and intimated to all Departments of Government and also to Govt. of India Agencies working in the State.

## **21. Description of Personnel:**

The titles agreed job descriptions, minimum qualifications and approximate period of engagement in carrying out the Services of each of the Consultant's Key Personnel are described in Eligibility Criteria.

### **Penalty for exit/replacement**

- a) Replacement of personnel shall generally not be allowed during the contract period. The replacement of agreed personnel by the bidder will be allowed in the event of disability/death of the incumbent as reasons for replacement of personnel or in case of personal reasons for leaving the bidder organization by the individual with the present employer.
- b) In case of failure to meet the standards set for delivering the project, (which includes efficiency, cooperation, discipline and performance) bidder may be asked to replace the personnel without any penalty for replacement/exit.
- c) The replaced personnel will be accepted by the UKBOCW only if he scores the same or more on the evaluation criterion mentioned in this RFP and is found suitable to the satisfaction of the UKBOCW. The outgoing personnel should complete the knowledge transfer with the replaced personnel as per the satisfaction of the UKBOCW. There shall be no gap in the replacement of the personnel.
- d) In case of immediate replacement not being provided, a penalty of Rs. 1,000/-per working day per personnel will also be imposed till suitable replacement is provided subject to maximum of INR 30,000/-.
- e) However, UKBOCW is free to relieve any personnel at any time during contract period for reasons recorded in writing by serving 15 days notice.

The company will be liable to provide the suitable replacement as per the terms mentioned at point c above.

## **22. Termination**

The failure on the part of the successful bidder to perform any of its obligations or comply with any of the terms of this RFP shall constitute an Event of Default on the part of the successful bidder. The events of default as mentioned above may include, inter-alia, the following:

1. The successful bidder has failed to perform any instructions or directives issued by the UKBOCW Board which it deems proper and necessary to execute the scope of work under the RFP, or

2. The successful bidder has failed to remedy a failure to perform its obligations in accordance with the specifications issued by UKBOCW, despite being served with a default notice which laid down the specific deviance on the part of the successful bidder to comply with any stipulations or standards as laid down by UKBOCW or ,
3. The successful bidder has failed to conform with any of the specifications as set out in the RFP or has failed to adhere to any amended direction, modification or clarification as issued by UKBOCW and which UKBOCW deems proper and necessary for the execution of the scope of work under this RFP.
4. There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the successful bidder.
5. The successful bidder or its team has failed to comply with or is in breach or contravention of any applicable laws.
6. The successful bidder has failed to comply with any terms and conditions of this RFP.

In the event of any default by the successful bidder as stated above UKBOCW will issue a Notice to the bidder in writing setting out specific defaults / deviances /omissions. The successful bidder will need to remedy the default/ deviances / omissions committed within thirty (15) days of the receipt of the notice to the satisfaction of UKBOCW. In case, the successful bidder fails to remedy the default to the satisfaction of UKBOCW, UKBOCW will be entitled to terminate the Agreement in full or in part.

### **23. Force Majeure**

Neither UKBOCW nor the bidder will be in breach of the agreement if any total or partial failure by it of its duties and obligations is occasioned by any act of God, fire, floods, terrorist attacks, riots, political strikes or disturbance, stoppage of work due to governmental order/alert. If such reasons continue to prevent performance of either party's duties or obligations for a period of more than five (5) working days, the parties shall consult together for the purpose of agreeing what action should be taken.

### **24. Patents, Copyright & Intellectual Property Rights**

Intellectual Property Rights for any software developed for this project shall lie with UKBOCW. If a third party claims that a product/services delivered by the selected consultant to UKBOCW infringes that party's patent or copyright, the selected consultant shall defend UKBOCW against that claim at his expense and pay all costs, damages, and attorney's fees that a court finally awards or that are included in a settlement approved by contractor, provided that UKBOCW.

1. promptly notifies the selected consultant in writing of the claim and
2. allows the selected consultant to control and cooperates with him in the defense and any related settlement negotiations.

### **25. Limitation of the Liability**

Limitation of liability for this engagement will be capped at 100% of the fees paid to the consultant.

### **26. Project Location, facilities, Duration & Resources**

- The resources asked in this RFP are to be deployed full time as per the working calendar of UKBOCW Board in its Dehradun office or on the Site offices of the State
- However, as per requirement these resources may travel to districts for better management and coordination work and the expenses for the same in Travel, Lodging Boarding for travel out of Dehradun shall be reimbursed by UKBOCW as per submission of bills with supporting. The payment shall be made as per prevailing Government policy.

- Seating with stationeries and facilities like printer, table, chair, internet, papers, cartridges shall be provided by UKBOCW.
- A non-billable project director should be proposed by the selected bidder during the contract signing phase who shall be available for critical meetings and review of the project.

## 27. Bid Submission, Opening of Bids and Award of Contract

1. The Bids shall be submitted online on Website <https://uktenders.gov.in/nicgep/app> as per the Document.
2. A Bid Evaluation Committees will be constituted by the Building and Other Construction Workers Welfare Board for scrutinizing the bids received to determine whether they are complete and as per the bid notice. Offers from bidders not meeting the pre-qualification criteria will be rejected.
3. The Client shall be under no obligation to accept the lowest or any other response to the RFP received and reserves its right to reject all or any of the offers without assigning any reason whatsoever.
4. If any information and details furnished by the bidders are found to be false or any information withheld that comes to the notice at a later date, the proposal/offer of such bidder will be cancelled immediately and appropriate action would be initiated against the bidder.
5. Bidder is required to furnish documentary evidence, to prove its credentials claimed, such as certification/ work order/ contract document/ information available in public domain/ from the client/ completion certificate where applicable).

## 28. Selection Procedure

Combined Quality and cost Based Selection (QCBS) method will be followed during the overall selection process. Financial bids of only technically eligible bidders shall be opened after the technical evaluation.

## 29. Pre-qualification Criteria

S No.	Eligibility Criteria	Document (s) to be Submitted
1.	<b>Legal Entity:</b> The sole bidder/ lead bidder must be a company registered in India under Indian Companies Act 1956/ Indian Companies Act 2013 OR Limited Liability Partnership (LLP) firm registered under Limited Liability Partnership Act 2008. OR A Proprietorship Firm It needs to be in operation for at least previous 5 years as on bid submission date and should have their registered offices in India	Copy of Certificate of Incorporation issued by Registrar of Companies/MCA
2.	<b>Bidder Turnover:</b> The sole bidder/lead bidder must have an average annual turnover of at least INR 25,00,00,000/- (Twenty Five Crore rupees only) during the 3 financial years (FY 2019-20, FY 2020-21 & FY 2021-22).	Enclosed three years CA certified audited financial statements
3.	Sole bidder/lead bidder/consortium partner should have experience of at least one project as a Technical Support Agency / Programme Management Unit/	Work Order or Agreement copies/CA certificate

	Strategic Advisory Unit (ongoing or completed) with Central or State Government/ Board / Corporation with a contract value of at least 2Crore (in last 03 FY as of date of submission).	
4	Sole bidder/lead bidder/consortium partner should have experience of at least one project (ongoing or completed) in last 3 years in Skill Development/ Capacity Building in Central or State Government/ Board / Corporation(in last 03 FY as of date of submission).	Work Order or Agreement copies
5.	Authorized Representative from sole bidder/lead bidder: A power of attorney / Board resolution / Authorization Letter in the name of the person signing the bid.	Power of attorney / Board resolution copy / Authorisation Letter
6.	Sole bidder/lead bidder/ consortium partners should not have been blacklisted by any State or Central Government or Donor/ Funding Agency on the Date of submission.	Self-Certification from the Authorized Signatory
7.	The sole bidder/lead bidder must have at least 50 people on rolls of the company (does not include staff from third party rolls) as on the date of the submission	Self-Certification from the Authorized Signatory along with the list of the staff with their Email address & phone no.
8.	The sole bidder/lead bidder must have PAN India experience of working with Government across India in atleast 5 States	Work Order Copies from each relevant state
	<b>Note: It is must for Bidder to qualify each pre-qualification criterion mentioned in this section. The technical and financial proposal of disqualified bidder at pre-qualification stage will be returned unopened.</b>	

### 30. Technical Evaluation

Detailed Parameters	Max Marks	Requirement
<b>Organization Profile</b> Turnover of the Sole/ Lead bidder in Last FY (FY22)  25 – 30 crore   01 Marks 31 -40 crore   02 Marks 41 -50 crore   03 Marks > 50 crore   05 Marks	05	Audited Financial statements with Auditor's certificate (with CA's Registration Number/Seal/UDIN) (FY 2021-22)
<b>Experience</b> Sole bidder/lead bidder/consortium partner should have experience (past 3 years) of working on consulting projects with Labor department/ board/ corporation in a State/ Central Government Organization (Ongoing or Completed): <i>5marks per project (Maximum of 4 projects shall be evaluated)</i>	20	Work Orders or Service Agreement or client certificate for work Completion or Progress certificate
<b>Experience</b> Sole bidder/lead bidder/consortium partners should haveexperience (past 3 years) of working on consulting projects in	10	Work Orders or Service Agreement or client certificate

<b>Detailed Parameters</b>	<b>Max Marks</b>	<b>Requirement</b>
skill development/ capacity building with a State/ Central Government/ Skill sector council Organization (Ongoing or Completed): <i>5 marks per project (Maximum of 2 projects shall be evaluated)</i>		for work Completion or Progress certificate
<b>Experience</b> Sole bidder/ lead bidder/ consortium partners should have prior experience of conducting an impact assessment of schemes with a department in State/Central Govt. <i>5 marks per project (Maximum of 1 project shall be evaluated)</i>	5	Work Orders or Service Agreement or client certificate for work Completion or Progress certificate
<b>Approach &amp; Methodology</b> with focus on understanding of local requirements, innovative ideas and quality of team and proposal	15	As part of the technical proposal (max. 15 pages)
<b>Technical Presentation</b>	10	Presentation to the Committee
<b>Resource Profile (PMU)</b>	<b>25</b>	
<b>Team Leader:01</b> B.E./B.Tech/MCA/ MBA at least 10 years' experience out of minimum 05 years relevant experience in skill development/Capacity Building Programs in State or Central Govt /PSU/Corporations/Boards etc – 08 Marks Experience of at least 02 years in the projects with Labour department/ Board/Corporation in a State/Central government Organization(Ongoing or Completed) – 02 marks	10	Copy Of CV in World Bank Format
<b>Procurement / Financial Management Expert: 01</b> - MBA with 07 Years of Experience: 03 Marks Experience of at least 02 years in Government Procurement/bids and Bid Process Management: 02 Marks.	5	Copy Of CV in World Bank Format
<b>IT/ MIS Expert: 01</b> BE/B.Tech/MCA/MBA with at least 05 years of experience: 03 Marks 02 Years Exp. In ICT/ MIS projects: 02 Marks	5	Copy Of CV in World Bank Format
<b>Communication Expert:01</b> MBA/ Post-Graduate in Communication/ Journalism/ Media with at least 3 years' relevant – 03 Marks At least 02 years in communications/ PR/ Media Management – 02 Marksexperience	5	Copy Of CV in World Bank Format
<b>Resource Profile (Impact Assessment)</b>	<b>10</b>	
<b>Impact Assessment Lead: 01</b> Post-Graduate in Social Sciences/ Economics/ Statistics/ Public Policy with least 7 years' experience out of minimum 03 years relevant experience in impact assessment, public policy design in State or Central Govt /PSU/Corporations/Boards etc.	5	Copy Of CV in World Bank Format
<b>Impact Assessment Team: 05</b> Post-Graduate in Social Sciences/ Economics/ Statistics/ Public Policy with least 3 years' experience out of minimum 01 years	5	Copy Of CV in World Bank Format

Detailed Parameters	Max Marks	Requirement
relevant experience in impact assessment, public policy design in State or Central Govt /PSU/Corporations/Boards etc.		
<b>Non-Key Resources (Office Executives)</b> a. Assistant – Graduation in any stream with skill of working in MS Office along with Hindi Typing. Minimum 1 years’ experience b. Office Attendant – Minimum 10th pass or equivalent with Good Moral Character.	0	No CV required as this stage
<b>Total Marks</b>	<b>100</b>	

Note: All resources on Project shall be associated on full time basis. The impact assessment team will ensure that all required resources are engaged to provide a complete coverage of the study. Non- Key resources will only be on-boarded/ deployed at onsite on demand raised by the board. Basis the demand, the consultant will share the relevant CVs and the board will select the best-fit resource. The payments for non-key resources will be only for the period of their deployment.

### 31. Evaluation of Technical Bid

Weighted Technical mark (WT) will be given based on the evaluation of the Technical Bid and based on the presentation delivered by the eligible bidder as per the Evaluation Criteria mentioned in the RFP. The presentation will be held as per the date mentioned in the data Sheet.

Bidder with A minimum of 70 marks as per the technical evaluation sheet shall be eligible for weighted Technical Marking

**Weighted Technical Mark (WT) = (Bidder’s actual Technical Score /Highest Technical Score) \* 80**

### 32. Evaluation of Financial Bid

For financial evaluation, the total cost indicated in the Financial Bid excluding all Taxes will be considered.

The Lowest financial bid will be allotted a financial mark of 100 marks. The financial marks of other Bidder(s) will be computed by measuring the respective financial bids against the lowest financial bid.

**Weighted Financial Mark (WF) =**

**(Lowest Financial Bid Amount /Bidder’s Actual Financial Bid Amount) \*20**

**Combined and Final Evaluation:**

The composite mark is the sum of weighted Technical and Financial Marks. The ratio of **Combined Marks ( TM) = Weighted Technical Marks (WT )+ Weighted Financial Marks (WF)**

Thus, the combined mark shall be out of a maximum of 100 marks. The responsive Bidder(s) will be ranked in descending order according to the marks, which is calculated based on the above formula. The highest-ranking Bidder as per the Combined mark will be selected in this tender.

**Others:**

Bidder is expected to examine all instructions, forms, terms, specifications etc. in the bidding documents. Failure to furnish the information required by the bid documents or submitting a bid not substantially responsive to the bid documents in every respect may result in the rejection of the bid.

The Building and Other Construction Workers Welfare Board reserves the right to

- Change any condition including technical specifications even after inviting the proposals with/ without prior notification.
- Modify the documents by amendment.
- Extend the deadline for the submission of bids.

### **33. Scope of work**

Scope of Work (SoW) for PMU and Impact Assessment study is mentioned below.

#### **a. Program Management**

- General project/program management of existing schemes and programs of the board.
- Identification of project risks and mitigation strategy.
- Identification of implementation issues and assistance in resolution of the same.
- Coordination between different stakeholders and agencies.
- Status / progress reports.
- Assistance in implementation of a dashboard for showcasing target vs achievement of various schemes and its coverage.
- Preparing implementation guidelines as and when required during the contract tenure for various schemes of the Board.
- Assisting in organizing campaigns drives for the Board to achieve the objective.
- Assisting in Capacity Building/ Skill Development initiatives of the board.

#### **b. Coordination with different departments of the Government**

- Coordination with different departments of the Government implementing various schemes floated by the board.
- Review of the performance of different schemes being implemented by different departments of the Government.
- Bridge the gap between the field officials and the implementing departments, if any by clarifying the doubts in consultation with the UKBOCW Board and concerned departments.
- Submission of periodic reports regarding the progress of the schemes implemented by other departments.

#### **c. Analysis/Monitoring of Assessment and Cess Collection**

- Collection and analysis of cess collection from various sources i.e. Government, Central & State PSUs, Private Institutions and individuals.
- Analysis of assessment by accessing authorities and suggestions for effective and timely assessment.
- Help in optimum Cess collection adopting different mechanisms and through coordination with different departments, Urban Local Bodies (ULBs), Private Builders and Contractors.
- Help in sorting out the problems relating to Cess collection through seeking advice, suggestions from the board authorities as and when necessary.
- Submission of periodic reports with suggestions of augmenting Cess collection.

#### **d. Financial Management & Maintenance of Accounts**

- Assist, guide and support the UKBOCW Board in the proper maintenance of accounts.
- Coordination with the state AG and other agencies for resolving issues relating to accounts.

- Analysis of funds received from different sources and expenditure incurred under UKBOCW Board.
- Suggest system improvement for accounting purposes, accounts reconciliation etc.
- Revenue and expenditure forecast based on the data available with the board.
- Devising new and innovative ways of strengthening existing schemes for effective reach out to beneficiaries.

**e. Activities, Documentation and Assisting in Event Management**

- Study all the districts and document the good practices and dissemination of the same in social, electronics and print media with prior approval of the Secretary of the UKBOCW Board.
- Assist in editing Hindi/English quarterly Newsletter besides helping in preparation of information/content/booklets, brochures, banners, posters, hoardings, wall paintings and other materials as and when required by the UKBOCW Board.1.
- Planning for enrolment campaigns and assisting in distribution of welfare benefits.
- Coordination with district/block level officials and representatives to successfully organize the campaigns.
- Assist in meetings, conferences and event management.
- Creating a knowledge base of documents in the entire implementation of the scheme

**f. E-Governance/MIS**

- To assist the e-Governance system
- Assist on preparation of database regarding Registration, Benefit distribution, Cess collection, Implementation of various schemes etc. on the basis of the reports collected from the districts as well as from other departments implementing various schemes of UKBOCW Board.
- Reconciliation/Rectification in case of discrepancies is found in the information received from different sources.
- Periodic updating of information received/collected from the districts as well as from the different departments of the Government.
- Preparation RFPs/short tender quotation for service procurement for application development, maintenance, and infrastructure set up.
- Analysis of various schemes through data driven approach.

**g. Impact Assessment Study**

The board intends to conduct an impact assessment study of various schemes being delivered by the board in terms of awareness & reach of the schemes among respective beneficiaries & the challenges being faced by the beneficiaries while applying and availing benefits under these schemes. Following activities shall be required to performed by the PMU:

**i. Developing detailed methodology, Indicators, and tools for the study**

- Review all the relevant documents including project documents, existing research of the issue and available data.
- Discussion with key team members to understand the requirements of the proposed study. Based on the understanding the selected agency will develop an elaborated research design and methodology.

- Develop appropriate quantitative and qualitative indicators responding to assessment objectives.
  - Referring the research design and indicators, the PMU shall develop detailed tools and incorporate in inception report.
- ii. Primary Assessment**
- Conduct and implement the methodology by doing a primary assessment against the key indicators and sub indicators. The primary assessment would include quantitative and qualitative analysis.
- iii. Data Analysis and Report**
- Create detailed analysis framework and analyze the data collected accordingly.
  - Develop draft report using the quantitative and qualitative data.
  - Finalize report based on feedback of the client on draft report.

A separate team (apart from the PMU Team) is expected to be deployed for the impact assessment study which shall be expected to be on-boarded. The Impact Assessment Lead will be required to report in the Board's office on a regular basis.

### 34. Annexures

#### Form 1- Covering Letter

To  
The Secretary,  
Building and Other Construction Workers Welfare Board,  
Uttarakhand  
Dear Sir,

We, the undersigned, offer to set up the Programme Management Unit (PMU) for the Building and Other Construction Workers Welfare Board, Government of Uttarakhand in accordance with your Request for Proposals dated \_\_\_\_\_. We are hereby submitting our Proposal,

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the RFP
- (d) We have no conflict of interest as stated in the RFP
- (e) We meet the eligibility requirements as stated in RFP
- (f) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.
- (g) Except as stated in the ITC & Data Sheet, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in Technical Submission may lead to the penalty and or termination of Contract negotiations.
- (h) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated by the board.

We understand that the Client is not bound to accept any Proposal that the Client receives.

Thanking You

Yours sincerely,

Authorized Signature {In full and initials}:\_

Name and Title of Signatory:

Curriculum Vitae

Team Composition, Key Experts Inputs and CVs

{A brief description of the team composition including the agency’s staff members assignments, roles and responsibilities, assignments, and key expert’s inputs in terms of time needs to be highlighted; page limit of 5}

Position Title and No. {e.g., K-1, TEAM LEADER}

Name of Expert:{Insert full name}

Date of Birth: {day/month/year}

Country of Citizenship/Residence :

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree()/diploma(s) obtained}

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 and your title/position. Contact information for references Summary of activities performed relevant to the Assignment

[e.g., May2015-

present][e.g., Ministry of ....., advisor/consultant to... For references: Tel...../ e-mail.....; Mr. , deputy minister]

Membership in Professional Associations and Publications

Language Skills (indicate only languages in which you can work)

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant’s Team of Experts: Reference to 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 Expert

Signature

Date

Name of authorized Signature Date Representative of the Consultant

(Same who signs the Proposal)

**Form 3 - Key Experts and Team Composition**  
**(Including PMU & Impact Assessment Team)**

Bidder's name : \_\_\_\_\_

S.No	Name of the Resource Person	Proposed Position	Tentative Duration of contract with respective Team Expert

**Authorised Signatory**

**Form 4 - Non-Blacklisted Firm**

I, authorized representative of \_\_\_\_\_, hereby solemnly affirm that the complete solution to accomplish the requirements of the RFP has been understood and has been factored in the documents submitted as a part of proposal/bid for "RFP Name \_\_\_\_\_"

I also confirm that the company is not Blacklisted or Banned by any State / central Government or any Government Institution in India. In the event of any deviation from the factual information/ declaration Uttarakhand Building and Other Construction Workers Welfare Board, Government of Uttarakhand, reserves the right to terminate the contract without any compensation to the System Partner.

Dated:

Signed & sealed: (Authorized representative of the firm)

Place:

**Form 5 – Financial Format**

<b>1 SA - PMU</b>				
<b>S. No.</b>	<b>Resource (As per RFP)</b>	<b>Unit Price (A)</b>	<b>Person-months (B)</b>	<b>Total Resource Cost (in INR) (C=A*B)</b>
1	Team Leader (1)		36	
2	Procurement Expert (1)		36	
3	IT/MIS Expert (1)		36	
4	Communication Expert (1)		36	
5	Assistant		36	
6	Office Attendant		36	
<b>Total</b>				
<b>2 Impact Assessment Study</b>				
1	Lump sum Fee for Impact Assessment Study		1	
<b>Total ( 1+2)</b>				

**Note:** Fee for Assistant and Office Attendant are only for fee discovery purposes. The non-key experts will only be deployed based on the demand raised by the board on a time-to-time basis and their payment will be made only based on actual deployment.

Authorized Signature:

Name: .....  
Designation with Seal

Note: GST shall be paid separately as per prevailing rate and the same is not required to be indicated in Financial Proposal. All payment shall be made in Indian Rupees and shall be subject to applicable Indian laws with holding taxes if any.