

UTTARAKHAND PUBLIC FINANCIAL MANAGEMETN STRENGTHENING PROJECT

INVITES REQUEST FOR QUOTATION FOR

Selection of CA firm for Reconciliation of Loans, Equity and Guarantees released by State Government to State Owned Enterprises of Uttarakhand

RFQ No. IN-CTRFA-398891-NC-RFQ

the RFQ	31/62, 3rd Floor, Urban Development Directorate Building, Rajpur Road, Dehradun-248001
Last Date & Time of Submission of RFQ	2 nd Jan 2023 upto 1500 hrs
Date & Time of Opening of Technical Proposal	2 nd Jan 2023 2023 upto 1600 hrs

Date- December, 18th December 2023

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CHAPTER-1

INTRODUCTION of UKPFMS

The GoUk has received a loan from IBRD for the Uttarakhand Public Financial Management Strengthening Project (UkPFMS) and intends to apply a part of the loan proceeds for this assignment toward Selection of CA firm for Reconciliation of Loans, Equity and Guarantees released by State Government to State Owned Enterprises of Uttarakhand

Government of Uttarakhand (GoUk) is committed to reforms in Public Financial Management (PFM). In order for strengthening PFM, the GoUk is implementing Uttarakhand Public Financial Management Strengthening Project (UkPFMS) with financing from the World Bank. The overall objective of the project is to enhance efficiency and effectiveness in the areas of PFM through strengthening of PFM institutional framework and systems and improve capacity in the areas of cash and debt management, public audit, planning, budgeting, and capital expenditure management, public procurement, and support measures to improve transparency of budget and procurement information. One of the major components of this project focuses on exploring additional avenues for raising revenues/tax etc for augmentation of revenue of the State Government of Uttarakhand.

The Finance Department through the Center for Training and Research in Financial Administration (CTRFA) now invites eligible consulting firms("Consultants") to indicate their interest in providing the Services. Interested Consultants should provide information demonstrating that they have the required qualifications and relevant experience to perform the Services. The minimum required qualifications/criteria are available in Request for Proposal of the assignment can be accessed on the website http://www.uttarakhandaudit.uk.gov.in.

The attention of interested Consultants is drawn to paragraph 3.14 and 3.17 of the World Bank Procurement Regulations, July 2016 revised in November 2017 and August 2018 ("Procurement Regulations"), setting forth the World Bank's policy on conflict of interest.

Further information can be obtained at the address below during office hours 0930 to 1730 hours.

Uttarakhand Public Financial Management Strengthening Project, 31/62, 3rd Floor, Urban Development Directorate Building, Rajpur Road, Dehradun-248001 Uttarakhand, India, Mob +9718323174

The technical proposal will be opened at the specified venue on the stipulated date and time in the presence of consulting firms or their authorized representative who wish to attend. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue as mentioned in Instruction to Consultant in RFQ.

CHAPTER -2

Invitation for Submission of Request for Quotation (RFQ)

RFQ No. IN-CTRFA-398891-NC-RFQ

DATE 18th December, 2023

M/s

Dear Sir/ Madam,

Sub: Selection of CA firm for Reconciliation of Loans, Equity and Guarantees released by State Government to State Owned Enterprises of Uttarakhand

- 1. UKPFMS, Dehradun invites submission of proposal for the subject assignment under "two-bid system" in complete accordance with the following details and enclosed RFQ.
- 2. It is not permissible to transfer this invitation to any other firm.
- 3. The firm will be selected under Least Cost Selection (LCS) methods of the World Bank.

S.NO	Particular	Details
1.	Publishing Date in Website	18 th December 2023
2.	Document Download Start Date	18 th December 2023
3.	Submission of Pre-bid Queries	December 2023
4.	Bid Submission - Closing Date & Time	2 nd Jan 2024 upto1500 Hrs.
5.	Technical Bid - Opening Date & Time	2 nd Jan 2024 at 1600 Hrs.
6.	Date & Time of opening of Financial bids	Will be intimated later tothe bidders
7.	Website for downloading Tender Document, Corrigendum, Addendums, etc	https://uttarakhandaudit.uk.gov.in/
8.	Bid Validity Period	90 Days from the date of pening of technical bid

4. Contact Person:

Ashish Yadav, PMS, UKPFMSFinance) E-mail: ukpfmswb@gmail.com, pms.ukpfms@gmail.com Mobile : 9718323174,

5. If any of the days specified above happens to be a holiday, thenext working day shall be implied.

CHAPTER-3

GENERAL INFORMATION TO BIDDERS REGARDING PROCEDURE FOR SUBMISSION OF BIDS

- 1. The Bid document has to be downloaded from the web site (https://uttarakhandaudit.uk.gov.in/)
- 2. Interested bidders / Consultant are advised to study the document carefully. Submission of bid shall be deemed to have beendone after careful study and examination of the bid document with full understanding of its implications.
- 3. The Bidder / Consultant shall bear all costs associated with the preparation and submission of its bid and UKPFMS will, in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the bid process.
- 4. UKPFMS reserves the right to award the work, modify / cancel the award without assigning any reason.

5. <u>Financial Bid</u>

- a) The bidder / Consultant shall indicate the prices as specified in the format given at Fin I and Fin II.
- b) The bidders / Consultant should quote their most competitive prices.
- c) All prices should be clearly written both in figures and in words. Bidders / Consultant should ensure that there is no alterations / corrections in the prices submitted by them.
- d) In case of a discrepancy between the prices in figures and words, the prices in words will be considered correct.
- e) The prices quoted shall be firm throughout the period of the validity of the offer and subsequently during the currency of the contract and shall not be subject to any variation/revision.

6. <u>Acceptance of offer</u>

UKPFMS reserves the right to accept any bid under this RFQ in full or in part, or to reject any bid or all bids without assigning any reason.

7. Excuse from Claim

The Bidder / Consultant at no point of time can excuse themselves from any claims by UKPFMS whatsoever for their deviations in conforming to the terms and conditions, payment schedules, time frame for implementation etc. as mentioned in Bid document.

10. Adherence to Schedule

The Bidder / Consultant has to adhere to the time schedule of activities mentioned in the RFQ and no request to change the last date or extend period/time for submission shall be entertained by UKPFMS. However, UKPFMS reserves the right to extend the date/time for submission of the responses without assigning any reason by notifying in its website.

8. <u>Submission of Bid</u>

The Bidder / Consultant shall submit their RFQ in two separate sealed envelopes:

- (i) Technical Bid and
- (ii) Financial Bid

The RFQ is a "Two Bid' document. The Technical Proposal should contain all the relevant information and desired enclosures in the prescribed format. The Financial Proposal should contain only financial Bid as per **Fin I and Fin 2**. In case, any bidder / Consultant encloses the financial bid within technical bid, the same shall be rejected summarily.

Submission of Technical Bid and Financial Bid inany other format may result in invalidation of such bids. Bid submitted cannot be modified after the submission of the bid offers.

Offers sent by post should be sent by Registered/Speed Post/By hand so as to reach us before closing date i.e. by 2nd Jan 2024 up-to 1500 Hrs. UKPFMS shall not be responsible for any delay/ loss of offers sent by post.

9. <u>Bid Response Format</u>

The bidder / Consultant shall effectively communicate the solution and shall cover all the requirements as given in the RFQ Document. The bidder shall use the following format to submit the response:

- The documents of the Technical Proposal shall be placed in sealed envelope clearly marking it as <u>"Technical bid for "Selection of CA firm</u> for <u>Reconciliation of Loans, Equity and Guarantees released</u> by State Government to State Owned Enterprises of Uttarakhand".
- The financial Proposal shall be placed in separate sealed envelopeclearly marking it as "Financial Bid "Selection of CA firm for <u>Reconciliation</u> of Loans, Equity and Guarantees released by State <u>Government to State Owned Enterprises of</u> Uttarakhand" (Do not open with Technical Bid).
- The above two envelopes shall be placed in third envelope, which

shall also be appropriately sealed and marked it as "**RFQ** for "**Selection** of CA firm for <u>Reconciliation of Loans, Equity and Guarantees</u> released by <u>State Government to State Owned Enterprises of</u> Uttarakhand".

14. <u>Right to Termination/Cancellation</u>

Notwithstanding anything contained in this document, UKPFMS, reserves theright to cancel/terminate the bid/offer process without assigning any reason whatsoever, at any time, prior to signing the contract and UKPFMSL shall have no liability for above-mentioned actions.

15. <u>Address for Submission of Bids</u>

Bid Document complete in all respect shall be addressed to:

Project Director 31/62, 3rd Floor, Urban Development Directorate Building, Rajpur Road, Dehradun-248001

In addition to the above, all envelopes including the inner envelopes shall indicate the name and address of the Bidder.

If the outer envelope is not sealed and marked as required, UKPFMS will assume no responsibility for the Bid's misplacement or premature opening.

16. Late Bids

Any Bid received by UKPFMS after the deadline for submission of Bids prescribed in this document, will be summarily rejected and returnedunopened to the Bidder. UKPFMS shall not be responsible for any postal delay or non-receipt / nondelivery of the documents. No further correspondence on this subject will be entertained.

17. <u>Opening of Bids</u>

UKPFMS will open Technical Bids as per schedule. The bidder may depute his/their authorized representative for the event. The Bidder's representative who is present shall sign the attendance roll evidencing his/her attendance. Even if no representative of the bidder is available, the Bids would be opened as per schedule. In the event of the specified date of Bids opening/presentation being declared a holiday for UKPFMS, the Bids shall be opened at the appointed time and location on the next working day.

18. <u>Announcement of Bids</u>

The Bidder's names, modifications, if any, in the Proforma and such other details will be announced at the time of opening of Bids. No Bid shall be rejected at the time of Bid opening except for late submissions.

19. <u>Clarification of RFQs</u>

To assist in the examination, evaluations and comparison of bids, UKPFMS may,

at its sole discretion, ask the Bidder for clarification on the Proposal submitted.

The request for clarification shall be in writing by post or email. The response shall be submitted in writing by registered/speed post or by email duly signed by authorized representative.

20. <u>Completeness of RFQs</u>

UKPFMS will examine the proposals to determine whether they are complete, whether they meet all the conditions of the RFQ Document and eligibility conditions, whether the documents have been properly signed.

21. <u>Rectification of Errors</u>

Bidders/ Consultant are advised to exercise greatest care in entering the pricing figures. No requests regarding correction of mistakes in the financial bids will be entertained. There should be no interlineations, erasures, alterations, fluid-marking, additions or overwriting are found in the financial bid. Arithmetic errors in bids will be considered as follows:

- (a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- (b) Notwithstanding the above, the decision of the Evaluation Committee shall be final and binding.

22. Rejection of RFQ

The RFQ shall be submitted duly filled by downloading RFQ document from website.

RFQ may be rejected at any stage of the evaluation if it is found that the firm has provided misleading information or has been blacklisted by a Central or any State Government or has indulged in any malpractice/ unethical practice and has not honored contractual obligation elsewhere.

If the bidder deliberately gives incorrect or misleading information in their proposal or wrongfully creates circumstances for the acceptance of the RFQ, UKPFMS reserves the right to reject such a bid at any stage.

23. Validity of RFQ

RFQ shall be valid for acceptance for a period of at least 90 (Ninety) days after the last date of submission of bid. The Bid with lesser validity period is liable to be rejected. However, this is subject to the validity period of bidbeing extended further, if required, by mutual agreement from time to time.

24. Opening of Financial Bids

All those firms / Consultant fulfilling the eligibility criteria in the RFQ document shall eligible for opening of their Financial Bids. The date, time and venue of opening of financial bid of the technically shortlisted bidders will be intimated by email only.

25. <u>Pre-bid Clarification</u>

Bidders / Consultant are requested to submit their queries by email to ukpfmswb@gmail.com till 25th December 2023. All the queries received till 25 December 2023 will be duly responded by uploading the corrigendum / addendum on ukaudit website i.e. <u>http://www.uttarakhandaudit.uk.gov.in</u>.

26. Deliverable and Payment Terms

Report	Deliverables	Timeline from contract	Payment %	
Preparation of work plan and data formats	Preparation of work plan for execution of the assignment and develop formats for collection of data from SOEs and from Government records. Sending request letter to provide data in the attached formats through mails.	T + 2 weeks	5%	
Preparation of reconciliation statement	Reconciliation of data received from SOEs and with the data prepared from Government records. Preparation reconciliation statement for unrecorded entries either in the books of SOEs or in Government Records.	T+ 15 weeks	50%	
Prepare a reconciliation booklet for each SOE for reference of Government:	Based on the above data collection and reconciliation, a booklet containing total equity, loans and guarantees issued by Government till 31 st March 2023 and date wise unrecorded entries with amount and indicating who is required to act either by SOE or at Government level.	T+ 20 weeks	45%	

27. Validity of Contract

The contract shall be valid for a period of 5 months from the date of signing and can be mutually extended as per requirement.

CHAPTER-4

Terms of Reference (ToR)

Reconciliation of Loans, Equity and Guarantees released by State Government to State Owned Enterprises of Uttarakhand

Background

- 1. State-Owned Enterprises (SOEs) are carrying commercial activities on behalf of the State Government. These enterprises are registered under the Companies Act with 100% shareholding of State or statutory corporations set up by the Special Act of the State.
- 2. According to latest C&AG report as on 31st March 2021, there were 32 SOEs in Uttarakhand. Out of 32 Government Companies, nine companies are inactive (not conducting any business or operations). In few SOEs finalization of Annual Financial Statements is in arrears pending in-between 5 to 12 years. In case of inactive SOEs liquidation process is yet to be started and their accounts are overdue for many years. Also filing with the ROC has not been done for some of them. The SOEs involved, received large investments from State Government in the form of share capital, loans, and advances, and guarantees.
- 3. Till 31 March 2021, Government of Uttarakhand (GoUk) has already invested INR. 9,003.02 crores in these SOEs (including inactive companies) in the form of Equity Capital and long-term loans. Important findings/comments/suggestions of C&AG as per their report on Social and Economic Sector (Public Sector Undertaking) of Government of Uttarakhand 2022 relevant to this assignment are as under.
 - a. SOEs are required to submit accounts to C&AG within 6 months from the date of closing of financial year. The delay in finalization of accounts may also risk of fraud and leakage of public money apart from violation of the provisions of the relevant statutes. Therefore, Administrative Department should strictly monitor and issue necessary directions to liquidate arrears of accounts.
 - b. Separate Audis Reports (SARs) are to be laid before the Legislature as per the provisions of the respective Acts. Accounts of many SOEs for more than 4/5 years are pending to be laid before the Legislature.
 - c. The figures in respect of equity, loans, and guarantees outstanding as per records of SOEs are not in agreement with the figures of Finance Accounts of GoUK. The concerned SOEs and Finance Department should conduct reconciliation of differences.
- 4. GoUk provides equity, loans, grants, and guarantees to SOEs depending upon the requirement of the SOEs. All these are passed by the government as per specific rules of business and it is approved by the competent authority. Once the support is approved, a suitable government order is issued by which payments are released to the SOEs. These are handled by Section xx in the Finance Department. The GO is issued by the respective department. Based on the GO the expenditure is booked in the corresponding budget head.
- 5. Sometimes, due to lack of clarity in the GO or due to wrong interpretations a grant is treated as loans or equity in the books of Government and SOEs or vice versa creating reconciliation problems. This

exercise being undertaken specifically to address such reconciliation issue and match the figures of the books of Government and books of SOEs for the above items, namely equity, loans, grants and guarantees.

6. The GoUk has received a loan from the World Bank to fund the Uttarakhand Public Financial Management Strengthening Project (UkPFMS) and intends to apply a part of the loan proceeds for strengthening of State-Owned Enterprises (SOEs). For this assignment, CTRFA intends to appoint a consultancy firm to carry out this assignment.

Objective

7. The main objectives of this assignment are:

Reconcile the state government books and SOEs books for the support to SOEs in the form of equity capital, loans, grants and by issuing guarantees as security for loans/funds raised by these SOEs.

Detailed Scope of the Assignment

8. <u>To conduct reconciliation following activities are to be performed.</u>

- a) Review and understand the process for issuance of each equity capital, loans, grants, and guarantees from the Finance Department and compile budget heads allocated for release of equity capital, loans, grants, and guarantees.
- b) Compile actual amount released on account of equity capital, loans, grants, and guarantees issued by the Government. This data collection and compilation is to be done since the formation of State for each SOEs. Data for amount released may be collected date wise from actual budget release documents available in the Budget and Treasury department as well as administrative department.
- c) Review yearly finance and accounts data available which is issued by the AG (A&E)
- d) Collect data from each SOEs for amount of equity received, loans received, grants received, and guarantees issued by Government.
- e) Review yearly audited accounts and annual reports available for SOEs.
- f) Reconcile data in the records of State Government and in the books of accounts of each SOEs (as complied in the form of above statements) are to be reconciled. Based on reconciliation unrecorded entries are to be discussed with the official of SOEs and Finance department. Based on discussion with all stakeholder's action plan is to be submitted for recording of missing entries in either in the government records and in the books of accounts of each SOEs.
- Prepare a reconciliation booklet for each SOE for reference of Government: Based on the above data collection and reconciliation, a booklet containing total equity, loans, grants and guarantees issued by Government till 31st March 2023 and date wise unrecorded entries with amount and indicating who is required to act either by SOE or at Government level.

10. <u>Execution & Monitoring of the assignment –</u> The assignment will be monitored Nodal officer and Technical Review Committee nominated by Finance department.

11. Timelines for completion -

Report	Assignment Execution Details	Timeline from contract
Team Deployment	Mobilization and deployment of team	T+1 week
Preparation of work plan and data formats	Preparation of work plan for execution of the assignment and develop formats for collection of data from SOEs and from Government records. Sending request letter to provide data in the attached formats through mails.	T + 2 weeks
Preparation of Reconciliation of data received from SOEs and wi reconciliation statement of statement for unrecorded entries either in the books of Government Records.		T+ 15 weeks
Prepare a reconciliation booklet for each SOE for reference of Government:	Based on the above data collection and reconciliation, a booklet containing total equity, loans and guarantees issued by Government till 31 st March 2023 and date wise unrecorded entries with amount and indicating who is required to act either by SOE or at Government level.	T+ 20 weeks

S.No	Position	Qualification	Experience
1	Team Leader	 CA with 5 years Post Qualification Experience Fluent in Hindi and English 	 Has conducted/supported in at least two assignments relating to preparation/finalization of annual accounts / Statutory Audit of private companies or government companies. Has experience of coordination with Government department /Government Companies relating to at least one assignment relating to consultancy/account preparation/ statutory audit / data collection & coordination
2	Finance Expert	 CA with 03 years Post Qualification Experience Fluent in Hindi and English 	 Has conducted/supported in at least two assignments relating to preparation/finalization of annual accounts / Statutory Audit of private companies or government companies. Has experience of coordination with Government department /Government Companies relating to at least one assignment relating to consultancy/account preparation/ statutory audit / data collection & coordination

12 – Key Experts – The firm shall provide the team as per below mentioned qualification and experience:

The consultant can provide support staff as deemed necessary to complete the assignment within the timeline mentioned in the RFQ.

The final deployment of the team will be confirmed only after interaction / interviewed with the proposed team member. If the team members are not found suitable, the firm shall provide the alternate team member with same or higher qualification.

Technical Review Committee (TRC)

The TRC will endeavor to review and provide the comments at the earliest, but not later than 3 weeks of submission of the reports and will inform the consultant in case of any delays.

CHAPTER-5

BID EVALUATION AND ELIGIBILITY CRITERIA

S.No	Eligibility Criteria	Supporting Document
1.	The bidder shall be a registered CA firms in India for at least 05 years as on the date of submission of proposal.	Copy of registration certificate
2.	The average annual turnover of the CA firm shall be at least 50 Lakhs during the previous three financial years i.e. FY 2020-21, 2021-22 and 2022-23	Copy issued by the Chartered Accountant /Audited financial statement for last three years
3.	The CA firm must consist of minimum 05 full time Chartered Accountants as partner of the firm as on 01/12/2023.	Certificate of firm constitution as on Ist January of the current year issued by ICAI
4.	Has experience of conducting / supporting in at least Four assignments relating to preparation/finalization of annual accounts / Statutory audit of private companies or government companies in India during the previous 3 (three) financial years.	Copy of work order/ experience certificate
5.	CA firm should not have been blacklisted /debarred penalized by Central Government or State Government or by any other regulatory authority.	A Self-declaration on the bidder's letter head shall be furnished in this regard.
6.	The CA firm should give an undertaking that no action has been initiated by any government/ statutory agency/ regulatory authority with regard to any financial irregularities.	An undertaking on the bidder's letter head shall be furnished in this regard.

The bidders who qualify the above eligibility criteria will be considered for opening of their financial proposals.

Chapter 6. Fraud and Corruption (This Section 6, Fraud and Corruption <u>shall not</u> be modified)

1. Purpose

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); Consultants (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
 - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v. "obstructive practice" is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring mis procurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time,

including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;

e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) Consultants (applicants/proposers),, consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect³ all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

¹ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its prequalification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

³ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

<u>Annexure 1</u>

a.	Name of the tendering authority	Project Director, UKPFMS
b.		31/62, 3rd Floor, Urban Development Directorate Building, Rajpur Road, Dehradun-248001

I. RFQ No. IN-CTRFA-398891-NC-RFQ

II. Other related details: -

1.	Name of Bidder / Consultant				
2.	Name & Designation of Authorized Signatory				
3.	Registered/Head Office Address				
5.	Year of Establishment for firm				
6.	Type of Firm (Put Tick mark)	Individual	Private Limited	Partnership	Proprietary
7.	Telephone Number(s)/ Mobile				
8.	Website URL				
10.	Email Address				
11.	Indicate if Organization / Consultant has beenblacklisted or not.				
12	Details of completed assignment, similar to the scope of work (Name of Client, Contract Value, Period) attached copy of order and acceptance report				
13	Total Number of Year of Experience				
14	Turnover during last three financial year FY 2020-21, 2021-22 and 2022-23				
15	Detail of any action by any government/ statutory agency/ regulatory authority with regard to any financial irregularities.				

- III. We agree to abide by all the conditions mentioned in this RFQ Document issued by the Tendering Authority and also the further conditions of the said Tender Notice given in the attached sheets (allthe pages of which have been signed by us in token of acceptance of theterms mentioned therein).
- IV. The prices for the services as prescribed in financial document are givenseparately in the financial bid.
- V. The rates quoted are applicable up to period of contract from the date of opening of bid. The validity can be extended with mutual agreement. No Advance payment shall be made. Payments shall be made as per payments terms.
- VI. Bid duly filled and signed is enclosed with this tender form with Terms& Conditions in token of acceptance along with duly filled letter of undertaking / declaration.

Signature: Name: Designation:

Name of the Bidder: -Authorized Signatory: - Seal of the Organization: -Date:

Place:

<u>Annexure 2</u>

Letter of undertaking (ON THE LETTER HEAD OF THE BIDDER)

То

Project Director UKPFMS, Dehradun

Subject: Selection of CA firm for <u>Reconciliation of Loans</u>, <u>Equity and Guarantees</u> released by State Government to State Owned Enterprises of Uttarakhand

Sir,

This bears reference to UKPFMS RFQ no. **IN-CTRFA-398891-NC-RFQ dated 18/12/2023** We, hereby, accept all the terms and conditions forsubmitting bid as mentioned in this Bid Document.

We hereby certify that no terms and conditions have been stipulated by us in the Financial Bid.

We warrant that the services do not violate or infringe upon any patent, copyright, trade secret or other property right of any other person or other entity. We agree that we shall not prevent UKFPMS from any claim or demand, action or proceeding, directly or indirectly resulting from or arising out of any breach or alleged breach of any of the terms & conditions of RFQ document and contract.

The above document is executed on __/__/2023 at (place) _____and we accept that if anything out of the information provided by us is found wrong, our Proposal/ Contract shall be liable for rejection.

Thanking you, Yours faithfully,

Name of the Bidder: - Authorized Signatory: -

Seal of the Organization: -

Date:Place:

<u>Annexure 3</u>

SELF-DECLARATION – NON BLACKLISTING

(On Non-Judicial Stamp Paper of Rs. 100/- duly attested by the Notary Public)To,

Project Director UKPFMS, Dehradun

Sir,

In response to the RFQ no. IN-CTRFA-398891-NC-RFQ dated 18/12/2023 for selection of CA firm for Reconciliation of Loans, Equity and Guarantees released by State Government to State Owned Enterprises of Uttarakhand, I/We hereby declare that presently our Company/Firm

is having unblemished record and is not declared ineligible or black listed for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/Autonomous Body on the date of bid submission.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my proposal may be treated as disqualified.

Thanking you,

Yours faithfully,

Date: Place: Name of the Bidder: -Authorized Signatory: - Seal of the Organization: -

FORM FIN-1

FINANCIAL PROPOSAL SUBMISSION FORM

To:

Project Director, UKPFMS, Dehradun

Dear Sirs:

We, the undersigned, offer to provide the consulting services for **selection of CA firm** for Reconciliation of Loans, Equity and Guarantees released by State Government to State Owned Enterprises of Uttarakhand, in accordance with your Request for Quotation No. IN-CTRFA-398891-NC-RFQ dated 18/12/2023.

Our attached Fin	ancial I	Proposal is	for the an	nount of	f {Rs)
(Rupees) Indicat	e the
corresponding to	the a	amount(s)	currency	(ies)}	{Insert	amount(s)	in words	and
figures},The	estima	ited ar	nount	of	local	indirect	taxes	is
{RS		}(Rupe	es)
{Insert amount ir	n words	s and figure	es} which	shall b	e confirr	ned or adju	sted, if nee	eded,
duringnegotiatior	ns. {Ple	ase note th	nat all amo	ounts sh	hall be th	ne same as	in Form FI	N-2}.
Our Financial Pr	oposal	shall be b	inding upo	on us si	ubject to	the modific	cations res	ulting
from Contract ne	gotiatio	ns, up to e	xpiration o	f the va	lidity per	riod of the P	roposal.	-

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

remain,

Yours sincerely,

Authorized Signature {In full and initials}: Name and Title of Signatory: In the capacity of: Address: E-mail:

FORM FIN-2 SUMMARY OF COSTS

SI.No.	Item No.	Amount in INR
1	Consultancy Fee for Reconciliation of Loans, Equity	
	and Guarantees released by State Government to State Owned Enterprises of Uttarakhand as per	
	ToR	

Total cost: Indian Rupees......(Amount in words.)

*The above lump sum cos is exclusive of all taxes.

The cost is inclusive of all travelling, boarding, lodging of the Consultant, no separate payment shall be released in this regard.

NOTE:

- 1. Bidders may depute their authorized representative to attend the Financial Bid Opening. Bidders selected for opening of their Financial Bid shall be suitably informed of the date and time of opening.
- 2. Any change in bid after the "Due Date & Time of Bid-Submission" of Tender is not permitted.
- 3. Bidders are required to submit their bids along with a covering letter underthe firm's / company's letterhead specifying the name and designation of the authorized person signing the bid, complete postal address of firm / company, telephone no., e-mail ID, etc.
- 4. Bids should be valid for 90 days from the last date of submission of bid.
- 5. UKPFMS reserves the right to accept or reject any or all Tenders received atits absolute discretion without assigning any reason whatsoever.

Authorized Signature {In full and initials}: Name and Title of Signatory: In the capacity of: Address: E-mail