

RFP No. HSCB/TECH/2015-16/01

**Request for Proposal (RFP)
for
Selection of Professional Service Provider (PSP)
for providing Experts/ Specialist for setting up
of Project Management Unit
(PMU) and Project Implementing Units (PIUs)
for Swachh Bharat Mission (Urban)
in
Urban Local Bodies Department, Haryana**



Haryana Slum Clearance Board, Panchkula

Bays No. 11-14, Sector-4, Panchkula

Disclaimer

The information contained in this Request for Proposal document ("RFP") or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the HSCB or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement or an offer by the HSCB to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the HSCB in relation to set up the PMU and PIUs by hiring qualified experts/specialists / supporting staff through a Professional Service Provider (PSP). Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the HSCB, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

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

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

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

The HSCB 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 HSCB is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the PMU Services and the HSCB reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

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

Contents

DOCUMENT CONTROL SHEET.....	6
SECTION 1: INVITATION FOR PROPOSALS.....	7
1.1 Background	7
1.2 Request for Proposal	9
1.3 Due diligence by Applicants	9
1.4 Sale of RFP Document	9
1.5 Documents Constituting the Bid	10
1.6 Validity of the Proposal.....	11
1.7 Brief description of the Selection Process	11
1.8 Payment to PSP	11
1.9 Schedule of Selection Process	11
1.10 Pre-Proposal visit	11
1.11 Pre-Bid Conference	12
1.12 Communications	12
SECTION 2: INSTRUCTIONS TO BIDDERS.....	12
2. INSTRUCTIONS.....	12
A. GENERAL.....	12
2.1 Scope of Proposal	12
2.2 Conditions of Eligibility of Applicants	13
2.3 Conflict of Interest	14
2.4 Number of Proposals	17
2.5 Cost of Proposal.....	17
2.6 Visit to the HSCB and verification of information	17
2.7 Acknowledgement by Applicant	17
2.8 Right to reject any or all Proposals	18
B. DOCUMENTS.....	18
2.9 Contents of the RFP	18
Appendix – IV: SERVICE/CONTRACT AGREEMENT.....	19
2.10 Clarifications.....	20
2.11 Amendment of RFP.....	20
C. PREPARATION AND SUBMISSION OF PROPOSAL.....	20
2.12 Language	20
2.13 Format and signing of Proposal	21
2.14 Technical Proposal	21
2.15 Financial Proposal	22
2.16 Submission of Proposal.....	23
2.17 Proposal Due Date	24
2.18 Late Proposals	24
2.19 Modification/ substitution/ withdrawal of Proposals	24
2.20 Performance Security	24
D. EVALUATION PROCESS	25
2.21 Evaluation of Proposals.....	25
2.22 Confidentiality	26
2.23 Clarifications.....	26
E. SELECTION OF BIDDER FOR PROVIDING EXPERTS / SPECIALISTS FOR SETTING UP OF PMU/ PIUS	26
2.24 Negotiations	26
2.25 Substitution of Key Personnel	26
2.26 Indemnity	27
2.27 Award of PSP Contract.....	27
2.28 Execution of Agreement	27
2.29 Commencement of Assignment	27
2.30 Proprietary data.....	28
SECTION 3: CRITERIA FOR EVALUATION.....	29
3. CRITERIA FOR EVALUATION.....	29

3.1	Evaluation of Technical Proposals.....	29
3.2	Short-listing of Applicants	30
3.3	Evaluation of Financial Proposal.....	30
3.4	Combined and Final Evaluation.....	30
	SECTION 4: FRAUD AND CORRUPT PRACTICES.....	31
4.	FRAUD AND CORRUPT PRACTICES.....	31
	SECTION 5: PRE-PROPOSAL CONFERENCE.....	33
5.	PRE-PROPOSAL CONFERENCE.....	33
	SECTION 6: MISCELLANEOUS	34
6.	MISCELLANEOUS	34
	Terms of Reference (TOR)	36
	Guidance Note on Conflict of Interest (for Applicant).....	45
	APPENDIX-I.....	48
	TECHNICAL PROPOSAL.....	48
	Letter of Proposal	48
	Particulars of the Applicant.....	52
	Statement of Legal Capacity.....	54
	Power of Attorney.....	55
	Financial Capacity of the Applicant.....	57
	Particulars of Key Personnel.....	58
	Abstract of Eligible Assignments of the Applicant#.....	59
	Abstract of other relevant experience of the Applicant#.....	60
	Abstract of Eligible Assignments of Key Personnel\$.....	61
	Abstract of other relevant experience of Key Personnel.....	62
	Eligible Assignments of Applicant.....	63
	Other relevant assignments of Applicant.....	64
	Eligible Assignments of Key Personnel.....	65
	Other relevant assignments of Key Personnel.....	66
	Curriculum Vitae (CV) of Professional Personnel.....	67
	Proposal for individual Sub-Consultant(s).....	69
	APPENDIX-II.....	70
	FINANCIAL PROPOSAL.....	70
	Covering Letter.....	70
	STANDARD FORMAT FOR REQUEST FOR PROPOSAL (RFP)- FINANCIAL BID.....	71
	Appendix-III.....	73
	PERFORMANCE BANK GUARANTEE FORMAT.....	73
	Appendix-IV.....	76
	SERVICE/CONTRACT AGREEMENT	76
	Appendix-V.....	88

DOCUMENT CONTROL SHEETCompetitive Request for Proposal (RFP)
For

Short-listing / Selection of Professional Service Provider for providing qualified Experts/ Specialists and other supporting staff on fixed monthly remuneration for deployment in one Project Management Unit (PMU) and 21 Project Implementing Units (PIUs) for Swachh Bharat Mission (Urban) in Urban Local Bodies Department, Haryana

Sr. no.	Particular	Details	
1	Document Reference Number	HSCB/TECH/2015-16/01	
2	Start date of issue of RFP	18.03.2016	
3	Last date of issue of RFP	28.03.2016 (04.00 PM)	
4	Pre- Bid Conference	Date & Time	22.03.2016 (02.30 PM)
		Venue	Chief Administrator, Haryana Slum Clearance Board Bays No. 11-14, Sector-4, Panchkula
5	Last date /time for receipt of proposals	29.03.2016 (04.00 PM)	
6	Date and time for opening of proposals	01.04.2016 (03.00 PM)	
7	Venue for opening of bids	Haryana Slum Clearance Board Bays No. 11-14, Sector-4, Panchkula	
8	Cost of RFP document	Rs. 5,000/-	
9	Earnest Money Deposit (EMD)	Rs. 20,00,000/-	
10	Office and Correspondence Address	Chief Administrator, Haryana Slum Clearance Board Bays No. 11-14, Sector-4, Panchkula	
11	Phone/Fax	0172-2570020/ 2570021	
12	E-mail	dulbhry@gmail.com	
13	Website	www.ulbharayana.gov.in	

Note:

1. This document is non transferable and non refundable.
2. In case a Holiday is declared on any day, the event will be held on the next working day at same time and same venue.
3. The last timing for the receipt of proposals is upto 04.00 PM on 29.03.2016 and timing for opening of proposals is on 01.04.2016 at 03.00 PM.

SECTION 1: INVITATION FOR PROPOSALS

1.1 Background

1.1.1 The Directorate of Urban Local Bodies Department, Haryana was established on 1st April, 1982. The Department was established to give impetus to the 74th Amendment of the Constitution and to lay a solid foundation for the Urban Development in the State of Haryana. Haryana is one of the most progressive States in India and its people are quite proactive in keeping themselves abreast of the changing global landscape. With rapid urbanization, growing needs of the citizens for efficient & effective service delivery, better civic amenities thereby providing better living standards, the activities of the department have multiplied manifold. For efficient and effective service delivery, the Department is encouraging replacement of traditional delivery system of public services by new and improved system of governance that works better, costs less and is capable of serving the citizens' needs with ease.

Meanwhile, the Central Government has launched the Swachh Bharat Mission (Urban) to achieve total sanitation by 02nd October 2019. Haryana Slum Clearance Board has been designated as State Level Nodal Agency (HSCB) for Swachh Bharat Mission (Urban). At Present, there are 80 Urban Local Bodies (10 Municipal Corporations, 18 Municipal Councils and 52 Municipal Committees) in the State which are headed by Municipal Commissioners and other established officers. The Department, having recognized the need to integrate the reform initiatives and scale up the effort to catalyze investment in urban sanitation across Haryana, is taking several measures and develop new projects and concepts.

Since the HSCB will require significant institutional and management capacity for development and management of the Projects, and has decided to engage services of a Professional Service Provider ("PSP") for providing required number of qualified and capable Experts/Specialists for setting up of one Project Management Unit ("PMU") in HSCB at Panchkula and 21 Project Implementing Units (PIUs) at District level for 2 years and the same can be extended for another 1 year. Each Project Implementing Unit (PIU) at district level will also take care of all the Municipalities falling in the particular district. PIU shall be established in the Municipality located at District headquarter

1.1.2 The HSCB decided that the Project will be developed, implemented and monitored through PMU and PIUs by hiring qualified experts/specialists through a PSP, which is selected through a competitive bidding process. The PSP shall provide qualified and experienced technical experts in PMU and PIUs in accordance with the terms and conditions stated in the agreement to be entered into between the HSCB and the PSP.

The PSP's shall provide the following qualified experts/ specialist and other employees on fixed monthly remuneration for setting up of PMU and PIUs, who shall discharge their respective responsibilities under the directions of HSCB as specified below:

Key Personnel	Indicative Number	Maximum Remuneration
Project Management Unit (PMU)		
Sanitation Expert cum Team Leader	1	<ul style="list-style-type: none"> Upto Rs. 55,000/- per month (including all kinds of due benefits). Remuneration will depend upon candidate's educational qualification and experience and will be decided by HSCB keeping in the GOI and State Govt. guidelines. TA equivalent to initial Pay Band of Executive Engineer
MIS Expert	1	<ul style="list-style-type: none"> Upto Rs. 50,000/- per month (including all kinds of due benefits). Remuneration will depend upon candidate's educational qualification and experience and will be decided by HSCB keeping in the GOI and State Govt. guidelines. TA equivalent to initial Pay Band of Sub Divisional Engineer/ Assistant Engineer
IEC Expert	1	<ul style="list-style-type: none"> Upto Rs. 50,000/- per month (including all kinds of due benefits). Remuneration will depend upon candidate's educational qualification and experience and will be decided by HSCB keeping in the GOI and State Govt. guidelines. TA equivalent to initial Pay Band of Sub Divisional Engineer/ Assistant Engineer
Capacity Building Expert	1	<ul style="list-style-type: none"> Upto Rs. 50,000/- per month (including all kinds of due benefits). Remuneration will depend upon candidate's educational qualification and experience and will be decided by HSCB keeping in the GOI and State Govt. guidelines. TA equivalent to initial Pay Band of Sub Divisional Engineer/ Assistant Engineer
Procurement Specialist	1	<ul style="list-style-type: none"> Upto Rs. 50,000/- per month (including all kinds of due benefits). Remuneration will depend upon candidate's educational qualification and experience and will be decided by HSCB keeping in the GOI and State Govt. guidelines. TA equivalent to initial Pay Band of Sub Divisional Engineer/ Assistant Engineer
Supporting Staff (Assistant)	2	<ul style="list-style-type: none"> Upto Rs. 20,000/- per month (including all kinds of due benefits). Remuneration will depend upon candidate's educational qualification and experience and will be decided by HSCB keeping in the GOI and State Govt. guidelines. TA equivalent to initial Pay Band of Assistant.
Project Implementing Units (PIUs)		
City Level Team Leader (Project Engineering Specialist)	21	<ul style="list-style-type: none"> Upto Rs. 50,000/- per month (including all kinds of due benefits). Remuneration will depend upon candidate's educational qualification and experience and will be decided by HSCB keeping in the GOI and

		State Govt. guidelines. <ul style="list-style-type: none"> • TA equivalent to initial Pay Band of Sub Divisional Engineer/ Assistant Engineer
Supporting Staff	21	<ul style="list-style-type: none"> • Upto Rs. 20,000/- per month (including all kinds of due benefits). • Remuneration will depend upon candidate's educational qualification and experience and will be decided by HSCB keeping in the GOI and State Govt. guidelines. • TA equivalent to initial Pay Band of Assistant.

The Technical Experts/Specialists provided by the selected agency for the PMU and PIUs will be dedicated full time staff and will be stationed at O/o HSCB and the designated ULB. The day to day work of the technical experts will be assigned by HSCB and the concerned ULB or any other officer designated by him for this purpose. All the monitoring and reporting aspects of the technical experts will be under the control and supervision of HSCB and the concerned ULB.

The number of each category is indicative and Chief Administrator; Haryana Slum Clearance Board may increase or decrease the number of specialists/experts as per its requirement at any time without assigning any reason(s).

1.1.3 In pursuance of the above, the HSCB has decided to carry out the process for selection of a PSP in accordance with the Terms of Reference specified at Schedule-1 (the "TOR").

1.2 Request for Proposal

The HSCB invites proposals from interested professional service providers (the "Proposals") for selection of a PSP, who shall provide adequate number of qualified and experienced experts to HSCB for setting up of PMU and PIUs.

The HSCB intends to select the PSP through an open competitive bidding in accordance with the procedure set out herein.

1.3 Due diligence by Applicants

Applicants are encouraged to inform themselves fully about the assignment before submitting the Proposal and attending a Pre-Proposal Conference on the date and time specified in Clause 1.10.

1.4 Sale of RFP Document

RFP document can be obtained between 09.00 hrs. and 17.00 hrs. on all working days on payment of a fee of Rs. 5000/- (Rupees five thousand only) in the form of a demand draft or banker's cheque drawn on any Scheduled Bank in India in favour of Chief Administrator, Haryana Slum Clearance Board and payable at Panchkula (Haryana).

Bid document is available at the Department's website www.ulbharayana.gov.in. Interested parties may download the bid documents from the website and submit their offer. Bidders submitting the bid after downloading from the website shall have to furnish the fees amounting to Rs. 5000/- (Rupees five thousand only) along with bid documents.

1.5 Documents Constituting the Bid

The Bid prepared by the Bidder shall comprise the following components:

- a) Technical Bid - Technical Bid will comprise of :
 - (i) Fee Details – includes RFP Document Fee and Earnest Money Deposit (EMD) furnished in accordance with ITB
 - (ii) Bid Form – Bid should be filled in all Forms of Appendix-I form of RFP Document justifying that the Bidder is complying with all the conditions of the Contract and Technical Specifications of the Bidding Document as no deviation will be acceptable to the Authority.
- b) Financial Bid - Financial Bid will comprise of :
 - (i) Bid Form – Bid should be filled in all Forms of Appendix-II form of RFP Document justifying that the Bidder is complying with all the conditions of the Contract and Technical Specifications of the Bidding Document as no deviation will be acceptable to the Authority.

1.5.1 Earnest Money Deposit (EMD)

- a) The bidder shall furnish, as part of the pre-qualification Proposal, an Earnest Money Deposit (EMD) amounting to Rs. 20,00,000/- (Rs. Twenty lakh only).
- b) The EMD shall be in Indian Rupees and shall be in the form of Demand Draft drawn in favour of "Chief Administrator, Haryana Slum Clearance Board," Payable at Panchkula".
- c) Refund of EMD: The earnest money of unsuccessful bidder shall be refunded without interest on request by the bidder after final award of contract.
- d) The EMD lying with the HSCB in respect of any other tender/ RFP/ Expression of Interest awaiting approval or rejection or on account of contracts being completed will not be adjusted towards EMD for this RFP. The EMD may however, be taken into consideration in case RFP for this purpose are re-invited.
- e) EMD of the successful bidder will be released after the bidder signs the final agreement and furnishes the Performance Bank Guarantee (PBG) as per Form 1 of Appendix III.
- f) The Earnest Money will be forfeited on account of one or more of the following reasons:
 - i. Bidder withdraws its Proposal during the validity period specified in RFP.
 - ii. Bidder does not respond to request for clarification of its Proposal.
 - iii. Bidder fails to provide required information during the evaluation process or is found to be non-responsive.
 - iv. In case of successful bidder, who fails to sign the Agreement in time; or furnish Performance Bank Guarantee.

1.5.2 Performance Bank Guarantee (PBG)

- a) Within 7 days of notifying the acceptance of proposal for the award of contract, the Bidder shall furnish a Performance Bank Guarantee for Rs. 50.00 lakh as per Form 1 of Appendix III, for another 12 months beyond contract period as its commitment to perform services under the contract.

- b) Failure to comply with the requirements shall constitute sufficient grounds for the forfeiture of the PBG.
- c) The PBG shall be released after 12 months of expiry of contract provided there is nothing contrary in execution of Contract or violation of any clause of Contract.
- d) No interest will be paid on the PBG.

1.6 Validity of the Proposal

The Proposal shall be valid for a period of not less than 120 days from the Proposal Due Date (the "PDD").

1.7 Brief description of the Selection Process

The HSCB has adopted a two stage selection process (collectively the "Selection Process") in evaluating the Proposals comprising technical and financial bids to be submitted in two separate sealed envelopes. In the first stage, a technical evaluation will be carried out as specified in Clause 3.1. Based on this technical evaluation, a list of short-listed applicants shall be prepared as specified in Clause 3.2. In the second stage, a financial evaluation will be carried out as specified in Clause 3.3. Proposals will finally be ranked according to their combined technical and financial scores as specified in Clause 3.4. The first ranked Applicant (the "Selected Applicant") shall be called for negotiation, if necessary, while the second ranked Applicant will be kept in reserve.

1.8 Payment to PSP

- 1.8.1 All payments to the PSP (Appendix V) shall be made in INR in accordance with the provisions of this RFP. The PSP may convert INR into any foreign currency as per Applicable Laws and the exchange risk, if any, shall be borne by the PSP. The fee shall be quoted in INR only.

1.9 Schedule of Selection Process

The HSCB would endeavour to adhere to the following schedule:

Event Description	Date
1. Pre-Bid Conference	22.03.2016 (02.30 PM)
2. Proposal Due Date or PDD	29.03.2016 (04.00 PM)
3. Opening of Proposals	01.04.2016 (03.00 PM)
4. Letter of Award (LOA)	Within 15 days of opening of Financial proposal
5. Signing of Agreement	Within 10 Days of LOA
6. Validity of Applications	120 days of Proposal Due Date

1.10 Pre-Proposal visit

Prospective applicants may visit the office of the HSCB to review the available documents and data at any time prior to PDD. For this purpose, they will provide at least two days' notice to the nodal officer specified below:

Chief Administrator,
Haryana Slum Clearance Board,
Bays No. 11-14, Block II
Sector -4,
Panchkula, India
Phone: 0172- 2570020, email: dulbhy@gmail.com

1.11 Pre-Bid Conference

The date, time and venue of Pre-Bid Conference as detailed in Document Control Sheet.

1.12 Communications

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

Chief Administrator,
Haryana Slum Clearance Board,
Bays No. 11-14, Block II
Sector -4,
Panchkula, India
Phone: 0172-2570020
Email: dulbhry@gmail.com

1.12.2 The Official Website of the HSCB is:

<http://ulbharyana.gov.in/>

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

RFP Notice No. _____ for Appointment of Professional Service Provider ("PSP") for Setting Up of PMU for Swachh Bharat Mission (Urban).

SECTION 2: INSTRUCTIONS TO BIDDERS

2. INSTRUCTIONS

A. GENERAL

2.1 Scope of Proposal

2.1.1 Detailed description of the objectives, scope of services, Deliverables and other requirements for providing qualified and experience experts/specialists for setting up of PMU and PIUs are specified in this RFP. In case an applicant firm possesses the requisite experience and capabilities required for undertaking the task of providing qualified and experience experts/specialists for setting up of PMU and PIUs, it may participate in the Selection Process either individually (the "Sole Firm") or as lead member of a consortium of individual sub consultant(s) along with the sole firm (the "Lead Member") in response to this invitation, the consortium of firms is not allowed and only individual sub consultants / key personnel for the positions of Technical Evaluation Expert and Legal Expert are allowed to collaborate with the sole firm. The term applicant (the "Applicant") means the Sole Firm or the Lead Member, as the case may be. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.

- 2.1.2 Applicants are advised that the selection of PSP shall be on the basis of an evaluation by the HSCB through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the HSCB's decisions are without any right of appeal whatsoever.
- 2.1.3 The Applicant shall submit its Proposal in the form and manner specified in this Section of the RFP. The Technical proposal shall be submitted in the form at Appendix-I and the Financial Proposal shall be submitted in the form at Appendix-II.
- 2.1.4 Key Personnel
- a) The PSP should have adequate number of professionals and support staff for carrying out the assignment in their agency for at least last one year. However, CVs of senior management (maximum of 5 member) will be evaluated: -
1. Team Leader / CEO – Should be at least Post Graduate in any discipline / Engineering Graduate with minimum 05 years relevant experience.
 2. HR Manager – Should be at least an M.B.A. with specialization in HR & minimum 05 years relevant experience.
 3. Finance Manager – Should be at least Post Graduate in Commerce/C.A./M.B.A. with specialization in finance and minimum 5 years relevant experience.
 4. MIS Manager – Should be at least Post Graduate diploma / Masters in Computer Science, M.Sc. (computer science), B.Tech (computer science) or MCA from government recognized institute / university and minimum 5 years relevant experience.
 5. Liaison Manager - Should be at least Post Graduate in Social Science/M.B.A. and minimum 5 years relevant experience.
 6. CV of management Committee of the agency as mentioned in their bylaws
- b) Except as the HSCB may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the control of the Agency, it becomes necessary to replace any of the Key Personnel, the Agency shall forthwith provide, as a replacement a person with equivalent or better qualifications after written intimation to HSCB. If the HSCB finds that any of the Personnel have (I) committed serious misconduct or has been charged with having committed a criminal action, or (II) have reasonable cause to be dissatisfied with the performance of any of the personnel, then Agency shall at the written request of HSCB specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the HSCB.
- c) The Agency shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

2.2 Conditions of Eligibility of Applicants

- 2.2.1 Applicants must read carefully the minimum conditions of eligibility (the "Conditions of Eligibility") provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for evaluation.
- 2.2.2 To be eligible for evaluation of its Proposal, the Applicant shall fulfill the following:
- (A) A legal entity, reputed central/state government owned institutes or private institutes/ organizations/ companies/ consortiums/ partnership firms/ joint ventures, registered (copy of incorporation/registration needs to be submitted) under applicable state law for at least 10 years prior to being contracted to work for the project
 - (B) The Applicant firm should have a minimum manpower of at least 300 staff

on its roll.

- (C) Financial Capacity: The Applicant shall have a minimum average annual turnover of INR 20 crore (INR Twenty crore) during the three financial years preceding the PDD. Out of this, the Applicant should have a turnover of minimum 10 crores (INR Ten crore) from advisory/consultancy services and further, 5 crores (INR Five crore) out of advisory/consultancy from Central/State Government/Multi-lateral agencies/PSUs. For the avoidance of doubt, turnover would mean gross receipt of applicant for providing manpower, advisory or consultancy services to its clients.
 - (D) Should have registered PAN and TAN issued by the competent income tax Authority in India.
 - (E) Should have valid service tax, registration with competent Authority in India
 - (F) A secular organization with no affiliation to political parties or religious organizations or particular caste. (A declaration in this behalf may be submitted)
- 2.2.3 The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors[§] stating its total revenues from professional fees and professional charges from Central/State Government/Multi-lateral agencies/PSUs during each of the past three financial years. In the event that the Applicant does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant.
- 2.2.4 The Applicant should submit a Power of Attorney as per the format at Form - 4 of Appendix- I; provided, however, that such Power of Attorney would not be required if the Application is signed by a partner or Director (on the Board of Directors) of the Applicant.
- 2.2.5 While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may format the specified forms making due provision for incorporation of the requested information.
- 2.3 Conflict of Interest
- 2.3.1 An Applicant shall not have a conflict of interest that may affect the Selection Process (the "Conflict of Interest"). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the HSCB shall forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the HSCB for, inter alia, the time, cost and effort of the HSCB including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to the HSCB hereunder or otherwise.
- 2.3.2 The HSCB requires that the PSP provides professional, objective, and impartial advice and at all times hold the HSCB's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The PSP shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the HSCB.

[§] No separate annual financial statements should be submitted

2.3.3 Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated in the Guidance Note at Schedule-2. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

- (a) the Applicant, its member (the "Member") or Associates (or any constituent thereof) and any other Applicant, its member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its member or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof. For the purposes of this Clause 2.3.3(a), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to Sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this Sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or
- (b) a constituent of such Applicant is also a constituent of another Applicant; or
- (c) such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or
- (d) such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
- (e) such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Application of either or each of the other Applicant; or
- (f) there is a conflict among this and other consulting or PSP assignments of the Applicant (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the PSP will depend on the circumstances of each case. While providing PSP to the HSCB for this

particular assignment, the PSP shall not take up any assignment that by its nature will result in conflict with the present assignment; or

- (g) a firm which has been engaged by the HSCB to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project save and except as provided in Clause 2.3.4; conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or
- (h) the Applicant, its Member or Associate (or any constituent thereof), and the bidder or concessionaire or EPC contractor, if any, for the Project, its contractor(s) or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be,) in the bidder or concessionaire or EPC contractor, if any, or its contractor(s) or sub-contractor(s) is less than 5% (five per cent) of the paid up and subscribed share capital of such concessionaire / EPC contractor or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in section 2 (72) of the Companies Act 2013. For the purposes of this Sub-clause (h), indirect shareholding shall be computed in accordance with the provisions of Sub-clause (a) above.

For purposes of this RFP, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant, or is deemed or published as an "Associate Office"; or has a formal arrangement such as tie up for client referral or technology sharing, joint venture with the Applicant (the "Associate"); provided, however, that if the Applicant has any formal arrangement such as consortium membership in a consortium of advisers/ consultants for a particular assignment/ project, not being this project, with any other person, then such other person shall not be treated to be an Associate of the Applicant solely due to the reason of forming such consortium. As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

- 2.3.4 An Applicant eventually appointed to provide experts/specialists in PMU and PIUs for this Project, its Associates, affiliates and the PSP shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of

Interest; provided that the restriction herein shall not apply after a period of 3 (three) years from the completion of this assignment or to any consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services performed for the HSCB in continuation of this Services or to any subsequent consultancy/ advisory services performed for the HSCB in accordance with the rules of the HSCB. For the avoidance of doubt, an entity affiliated with the PSP shall include a partner in the firm (to which PSP belongs) or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the firm (to which PSP belongs), as the case may be, and any Associate thereof. For the avoidance of doubt, in the event that: (a) any member of the Applicant/ Consultant was a partner or an employee of another firm, which attracts the provisions relating to Conflict of Interest hereunder; and (b) was directly or indirectly associated with any assignment that causes a Conflict of Interest hereunder, then such PSP shall be deemed to suffer from Conflict of Interest for the purpose hereof.

2.3.5 In the event that the PSP, its Associates or affiliates are auditors or financial advisers to any of the bidders for the Project, they shall make a disclosure to the HSCB as soon as any potential conflict comes to their notice but in no case later than 7 (seven) days from the opening of the RFP applications for the Project and any breach of this obligation of disclosure shall be construed as Conflict of Interest. The HSCB shall, upon being notified by the PSP under this Clause 2.3.5, decide whether it wishes to terminate this PSP Services or otherwise, and convey its decision to the firm within a period not exceeding 15 (fifteen) days.

2.4 Number of Proposals

No Applicant or its Associate shall submit more than one Application. An Applicant applying individually or as an Associate shall not be entitled to submit another application either individually or as a member of any Applicant, as the case may be.

2.5 Cost of Proposal

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

2.6 Visit to the HSCB and verification of information

Applicants are encouraged to submit their respective Proposals after visiting the office of the HSCB and ascertaining for themselves the availability of documents and other data with the HSCB, Applicable Laws and regulations or any other matter considered relevant by them.

2.7 Acknowledgement by Applicant

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

- (a) made a complete and careful examination of the RFP;
- (b) received all relevant information requested from the HSCB;
- (c) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the HSCB or relating to any of the matters referred to in Clause 2.6 above;
- (d) satisfied itself about all matters, things and information, including matters referred to in Clause 2.6 herein above, necessary and required for submitting an informed Application and performance of all of its obligations thereunder;
- (e) acknowledged that it does not have a Conflict of Interest; and
- (f) agreed to be bound by the undertaking provided by it under and in terms hereof.

2.7.2 The HSCB shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the HSCB.

2.8 Right to reject any or all Proposals

2.8.1 Notwithstanding anything contained in this RFP, the HSCB reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons there for.

2.8.2 Without prejudice to the generality of Clause 2.8.1, the HSCB reserves the right to reject any Proposal if:

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

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

B. DOCUMENTS

2.9 Contents of the RFP

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

Request for Proposal

- 1 Introduction

- 2 Instructions to Applicants
- 3 Criteria for Evaluation
- 4 Fraud and corrupt practices
- 5 Pre-Bid Conference
- 6 Miscellaneous

Schedules

- 1 Terms of Reference
- 2 Guidance Note on Conflict of Interest
- 3 Appendices
 - Appendix – I: Technical Proposal
 - Form 1 : Letter of Proposal
 - Form 2 : Particulars of the Applicant
 - Form 3 : Statement of Legal Capacity
 - Form 4 : Power of Attorney
 - Form 5 : Financial Capacity of the Applicant
 - Form 6 : Particulars of Key Personnel
 - Form 7 : Abstract of Eligible Assignments of the Applicant
 - Form 7A : Abstract of other relevant experience of the Applicant
 - Form 8 : Abstract of Eligible Assignments of Key Personnel
 - Form 8A : Abstract of other relevant experience of Key Personnel
 - Form 9 : Eligible Assignments of Applicant
 - Form 9A : Other relevant assignments of Applicant
 - Form 10 : Eligible Assignments of Key Personnel
 - Form 10A : Other relevant assignments of Key Personnel
 - Form 11 : CVs of Professional Personnel
 - Form 12 : Proposal for Sub-consultant(s)
 - Appendix – II: Financial Proposal
 - Form 1 : Covering Letter
 - Form 2 : Financial Proposal
 - Appendix – III: Performance Bank Guarantee
 - Form 1 : Performance Bank Guarantee
 - Appendix – IV: SERVICE/CONTRACT AGREEMENT

Appendix – V: APPLICABLE FEES AND CHARGES PAYABLE TO THE PSP

2.10 Clarifications

2.10.1 Applicants requiring any clarification on the RFP may send their queries to the HSCB in writing before the date mentioned in the Schedule of Selection Process at Clause 1.8. The envelopes shall clearly bear the following identification:

“Queries/Request for Additional Information concerning RFP setting Up of PMU and PIUs under Swachh Bharat Mission (Urban) in Haryana Slum Clearance Board”

The HSCB shall endeavor to respond to the queries within the period specified therein but no later than 7 (seven) days prior to the PDD. The responses will be sent by fax or e-mail. The HSCB will post the reply to all such queries on the Official Website and copies thereof will also be circulated to all Applicants who have purchased the RFP document without identifying the source of queries.

2.10.2 The HSCB reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this Clause 2.10 shall be construed as obliging the HSCB to respond to any question or to provide any clarification.

2.11 Amendment of RFP

2.11.1 At any time prior to the deadline for submission of Proposal, the HSCB may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/ Amendment and posting it on the Official Website and by conveying the same to the prospective Applicants (who have purchased the RFP document) by fax or e-mail.

2.11.2 All such amendments will be notified in writing through fax or e-mail to all Applicants who have purchased the RFP document. The amendments will also be posted on the Official Website along with the revised RFP containing the amendments and will be binding on all Applicants.

2.11.3 In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the HSCB may, in its sole discretion, extend the PDD[§]

C. PREPARATION AND SUBMISSION OF PROPOSAL

2.12 Language

The Proposal with all accompanying documents (the “Documents”) and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of all the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

[§] While extending the Proposal Due Date on account of an addendum, the Authority shall have due regard for the time required by bidders to address the amendments specified therein. In the case of significant amendments, at least 15 (fifteen) days shall be provided between the date of amendment and the Proposal Due Date, and in the case of minor amendments, at least 7 (seven) days shall be provided.

2.13 Format and signing of Proposal

2.13.1 The Applicant shall provide all the information sought under this RFP. The HSCB would evaluate only those Proposals that are received in the specified forms and complete in all respects.

2.13.2 The Applicant shall prepare one original set of the Proposal (together with originals/ copies of Documents required to be submitted along therewith pursuant to this RFP) and clearly marked "ORIGINAL". In addition, the Applicant shall submit 1 (one) copy of the Proposal, along with Documents, marked "COPY". In the event of any discrepancy between the original and its copies, the original shall prevail.

2.13.3 The Proposal, and its copy, shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall initial each page, in blue ink. In case of printed and published Documents, only the cover shall be initialled. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the person(s) signing the Proposal. The Proposals must be properly signed by the authorized representative (the "Authorized Representative") as detailed below:

- (a) by the proprietor, in case of a proprietary firm; or
- (b) by a partner, in case of a partnership firm and/or a limited liability partnership; or
- (c) by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation; or
- (d) by the authorized representative of the Lead Member, in case of consortium of individual sub consultant(s) with sole firm.

A copy of the Power of Attorney certified by a notary public in the form specified in Appendix-I (Form-4) shall accompany the Proposal (if required).

2.13.4 Applicants should note the PDD, as specified in Clause 1.8, for submission of Proposals.

Except as specifically provided in this RFP, no supplementary material will be entertained by the HSCB, and that evaluation will be carried out only on the basis of Documents received by the closing time of PDD as specified in Clause 2.17.1. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected.

2.14 Technical Proposal

2.14.1 Applicants shall submit the technical proposal in the formats at Appendix-I (the "Technical Proposal").

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

- (a) all forms are submitted in the prescribed formats and signed by the prescribed signatories;
- (b) power of attorney, if applicable, is executed as per Applicable Laws;
- (c) the proposal is responsive in terms of Clause 2.21.3.

- 2.14.3 Failure to comply with the requirements spelt out in this Clause 2.14 shall make the Proposal liable to be rejected.
- 2.14.4 If an individual Key Personnel makes a false averment regarding his qualification, experience or other particulars, he shall be liable to be debarred for any future assignment of the HSCB for a period of 3 (three) years. The HSCB may also cancel the award for providing experts/specialists for PMU and PIUs in such an event.
- 2.14.5 The Technical Proposal shall not include any financial information relating to the Financial Proposal.
- 2.14.6 The team shall comprise other competent and experienced professional personnel in the relevant areas of expertise (where applicable) as required for successful setting up of PMU and PIUs. The CV of each such professional personnel, if any, should also be submitted in the format at Form-11 of Appendix-I.
- 2.14.7 An Applicant may, from time to time, if it considers necessary, propose suitable Sub-Consultants in specific areas of expertise (where applicable). Credentials of such Sub-Consultants should be submitted by the Applicant in Form-12 of Appendix-I. A Sub-Consultant, however, shall not be a substitute for any Key Personnel.
- 2.14.8 The HSCB reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the HSCB to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the HSCB there under.
- 2.14.9 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the PSP either by issue of the LOA or entering into of the Agreement, and if the Selected Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the HSCB without the HSCB being liable in any manner whatsoever to the Selected Applicant or Consultant, as the case may be.

In such an event, the HSCB shall forfeit and appropriate the Performance Security, if available, as mutually agreed pre-estimated compensation and damages payable to the HSCB for, inter alia, time, cost and effort of the HSCB, without prejudice to any other right or remedy that may be available to the HSCB.

2.15 Financial Proposal

- 2.15.1 Applicants shall submit the financial proposal in the formats at Appendix-II (the "Financial Proposal") clearly indicating its quote for the PSP (Form-2 of Appendix II) in both figures and words, in Indian Rupees, and signed by the Applicant's Authorized Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.
- 2.15.2 While submitting the Financial Proposal, the Applicant shall ensure the following:
- (i) All the costs associated with the key personnel shall be included in the

Financial Proposal. These shall normally cover remuneration for all the Personnel (Expatriate and Resident, in the field, office etc.), accommodation, equipment, printing of documents, local commutation of key personnel etc., however it shall exclude out of pocket expenses such as travel, accommodation to other locations in the state/nation/ international visits. . The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.

- (ii) The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.
- (iii) Costs (including break down of costs) shall be expressed in INR.

2.16 Submission of Proposal

2.16.1 The Applicants shall submit the Proposal in hard bound form with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialled by the Authorized Representative of the Applicant as per the terms of this RFP. In case the proposal is submitted on the document downloaded from Official Website, the Applicant shall be responsible for its accuracy and correctness as per the version uploaded by the HSCB and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the RFP and the original RFP issued by the HSCB, the latter shall prevail.

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

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

If the envelope is not sealed and marked as instructed above, the HSCB assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and consequent losses, if any, suffered by the Applicant.

2.16.3 The aforesaid outer envelope will contain two separate sealed envelopes; one clearly marked 'Technical Proposal' and the other clearly marked 'Financial Proposal'. The envelope marked "Technical Proposal" shall contain the Application in the prescribed format (Form 1 of Appendix-I) along with Forms 2 to 12 of Appendix-I and supporting documents.

The envelope marked "Financial Proposal" shall contain the financial proposal in the prescribed format (Forms 1 & 2 of Appendix-II).

2.16.4 The Technical Proposal and Financial Proposal shall be typed or written in indelible ink and signed by the Authorized Representative of the Applicant. All pages of the original

Technical Proposal and Financial Proposal must be numbered and initialed by the person or persons signing the Proposal.

2.16.5 The completed Proposal must be delivered on or before the specified time on PDD. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained.

2.16.6 The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, firm profiles, copy of contracts etc. will be entertained.

2.16.7 The rates quoted shall be firm throughout the period of performance of the assignment up to and including discharge of all obligations of the PMU Team under the Agreement.

2.17 Proposal Due Date

2.17.1 Proposal should be submitted before XX00 hrs. on the PDD specified at Clause 1.8 at the address provided in Clause 1.11 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified therein.

2.17.2 The HSCB may, in its sole discretion, extend the PDD by issuing an Addendum in accordance with Clause 2.11 uniformly for all Applicants.

2.18 Late Proposals

Proposals received by the HSCB after the specified time on PDD shall not be eligible for consideration and shall be summarily rejected.

2.19 Modification/ substitution/ withdrawal of Proposals

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

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

2.19.3 Any alteration / modification in the Proposal or additional information or material supplied subsequent to the PDD, unless the same has been expressly sought for by the HSCB, shall be disregarded.

2.20 Performance Security

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

- (a) If an Applicant engages in any of the Prohibited Practices specified in Clause 4.1 of this RFP;
- (b) if the Applicant is found to have a Conflict of Interest as specified in Clause

2.3; and

(c) if the selected Applicant commits a breach of the Agreement.

D. EVALUATION PROCESS

2.21 Evaluation of Proposals

2.21.1 The HSCB shall open the Proposals at XX00 hours on the PDD, at the place specified in Clause 1.11.1 and in the presence of the Applicants who choose to attend. The envelopes marked "Technical Proposal" shall be opened first. The envelopes marked "Financial Proposal" shall be kept sealed for opening at a later date.

2.21.2 Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.19 shall not be opened.

2.21.3 Prior to evaluation of Proposals, the HSCB will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:

- (a) the Technical Proposal is received in the form specified at Appendix-I;
- (b) it is received by the PDD including any extension thereof pursuant to Clause 2.17;
- (c) it is signed, sealed, bound together in hard cover and marked as stipulated in Clauses 2.13 and 2.16;
- (d) it is accompanied by the Power of Attorney as specified in Clause 2.2.4;
- (e) it contains all the information (complete in all respects) as requested in the RFP;
- (f) it does not contain any condition or qualification; and
- (g) it is not non-responsive in terms hereof.

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

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

2.21.6 After the technical evaluation, the HSCB shall prepare a list of pre-qualified Applicants in terms of Clause 3.2 for opening of their Financial Proposals. A date, time and venue will be notified to all Applicants for announcing the result of evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of pre-qualified Applicants along with their Technical Scores will be read out. The opening of Financial Proposals shall be done in presence of respective representatives of Applicants who choose to be present. The HSCB will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out in terms of Clauses 3.3 and 3.4.

2.21.7 Applicants are advised that Selection shall be entirely at the discretion of the HSCB.

Applicants shall be deemed to have understood and agreed that the HSCB shall not

be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.

2.21.8 Any information contained in the Proposal shall not in any way be construed as binding on the HSCB, its agents, successors or assigns, but shall be binding against the Applicant if the PSP is subsequently awarded to it.

2.22 Confidentiality

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

2.23 Clarifications

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

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

E. SELECTION OF BIDDER FOR PROVIDING EXPERTS / SPECIALISTS FOR SETTING UP OF PMU/ PIUs

2.24 Negotiations

2.24.1 The Selected Applicant may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the PSP under this RFP. Issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations. A Key Personnel who did not score 70% (seventy per cent) marks as required under Clause 3.1.2 shall be replaced by the Applicant with a better candidate to the satisfaction of the HSCB. In case the Selected Applicant fails to reconfirm its commitment, the HSCB reserves the right to designate the next ranked Applicant as the Selected Applicant and invite it for negotiations.

2.24.2 The HSCB will examine the CVs of all other Key Personnel and those not found suitable shall be replaced by the Applicant to the satisfaction of the HSCB.

2.24.3 The HSCB will examine the credentials of all other Key Personnel and those not found suitable shall be replaced by the Applicant to the satisfaction of the HSCB.

2.25 Substitution of Key Personnel

2.25.1 The HSCB will not normally consider any request of the Selected Applicant for substitution of the Sanitation Expert -cum -Team Leader. Substitution will, however, be

permitted in exceptional circumstances if the Sanitation Expert cum Team Leader is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the HSCB.

2.25.2 The HSCB expects the Key Personnel to be available during implementation of the Agreement. The HSCB will not consider substitution of the Key Personnel except for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the HSCB. Without prejudice to the foregoing, substitution of Sanitation Expert cum Team Leader shall only be permitted subject to reduction of remuneration up to 2% (two per cent) of the total remuneration.

2.25.3 Notwithstanding Clauses 2.25.1 and 2.25.2, Applicants should specifically note that substitution of the Sanitation Expert cum Team Leader - will not normally be considered during the implementation of the Agreement and may lead to disqualification of the Applicant or termination of the Agreement. Applicants are expected to propose only such Sanitation Expert cum Team Leader who will be in a position to commit the time required for and be available for delivering in accordance with the Agreement.

2.26 Indemnity

The selected PSP shall, subject to the provisions of the Agreement, indemnify the HSCB, for an amount not exceeding the value of the Agreement, for any direct loss or damage that is caused due to any deficiency in Services.

2.27 Award of PSP Contract

After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the HSCB to the Selected Applicant and the Selected Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, the HSCB may, unless it consents to extension of time for submission thereof, cancel the LOA and the next highest ranking Applicant may be considered.

2.28 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within the period prescribed in Clause 1.8. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.

2.29 Commencement of Assignment

The PSP shall provide adequate number of qualified experts/specialists for setting up of PMU and PIUs in different towns as per RFP within seven days of the date of the Agreement, or such other date as may be mutually agreed. If the Selected Applicant fails to either sign the Agreement as specified in Clause 2.28 or commence the assignment as specified herein, the HSCB may invite the second ranked Applicant for negotiations. In such an event, the LOA or the Agreement, as the case may be, may be cancelled / terminated.

2.30 Proprietary data

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

SECTION 3: CRITERIA FOR EVALUATION

3. CRITERIA FOR EVALUATION

3.1 Evaluation of Technical Proposals

3.1.1 In the first stage, the Technical Proposal will be evaluated on the basis of Applicant's experience, its understanding of TOR, proposed methodology and Work Plan, and the experience of Key Personnel. Only those Applicants whose Technical Proposals score 60 points or more out of 100 shall be ranked as per score achieved by them, from highest to the lowest technical score (S). Bidders with score less than 60 points will not be considered for financial evaluation.

The eligible Applicant will have to make a presentation before the HSCB. The presentation shall cover in sufficient detail the appreciation of the project, Approach and Methodology, proposed organizational structure, work program, implementation strategy and provisions to secure and retain professionals. The objective of presentation is to enable HSCB to evaluate the consultant regarding their understanding and preparedness for the assignment. Clarifications, if any, as required by the HSCB will also be discussed. The date and venue of presentation will be decided by the HSCB and intimated at least on week in advance. The presentation should cover the details as specified above.

3.1.2 Eligible Assignments

For the purposes of satisfying the Conditions of Eligibility and for evaluating the Proposals under this RFP, PMU/ advisory/ consultancy assignments granted by the Central/State Governments/Multi-lateral agencies/PSUs/regulatory commission/tribunal/ statutory Authority in solid waste/liquid waste/sanitation/health and hygiene sectors with fee of INR 50 lakhs or more shall be deemed as eligible assignments (the "Eligible Assignments"):

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

Sr. No.	Aspect	Criteria	Weightage Marks
I	Past Experience of agency		
1	Number of years in existence	>3 & ≤ 5 Years -10 Marks >5 & ≤ 10 Years -15 Marks >10 Years -20 Marks	20
2	Past experience of the agency handling Programme Management Units of Government of India/ State Governments of India in the past	>3 & ≤ 4 -10 Marks >4 & ≤ 7 -20 Marks >7 -30 Marks	30
3	Programme Management Units in Urban Local Bodies/other than Gol /States in past	>3 & ≤ 4 Years -05 Marks >4 & ≤ 7 Years -07 Marks >7 Years -10 Marks	10
II	Experience of Senior Management (Sl. No. 1 to 5)		
4	Relevant experience of proposed personnel in the relevant field for positions from Sl.no.1 to 5 (4 marks for each position)	>5 & ≤ 10 Years -2 Marks/per position >10 & ≤ 15 Years -3 Marks/per position >15 Years	20

		-4 Marks/per position	
III	Financial Performance of agency		
5	Latest audited average turnover of last three years	>50 Cr. & <75 Cr. -10Marks >75 & <100 Crore -15 Marks >100 Crore -20 Marks	20
Grand Total			100

3.2 Short-listing of Applicants

All the Applicants ranked as aforesaid, shall be pre-qualified for financial evaluation in the second stage. However, if the number of such pre-qualified Applicants is less than 2 (two), the HSCB may, in its sole discretion, pre-qualify the Applicant(s) whose Technical Score is less than the score specified in Clauses 3.1.1 and 3.1.2; provided that in such an event, the total number of pre-qualified Applicants shall not exceed 2 (two).

3.3 Evaluation of Financial Proposal

For financial evaluation, the financial quote, as indicated in the Financial Proposal, will be considered.

3.4 Combined and Final Evaluation

3.4.1 Proposals will finally be ranked according to their combined technical (T_b) and financial (C_b) scores as follows:

$$B_b = (0.8) * T_b + (0.2) * (C_{min} / C_b * 100)$$

Where,

B_b = overall combined score of bidder under consideration (calculated up to two decimal points)

T_b = Technical score of the bidder under consideration

C_b = Financial bid value of the bidder under consideration

C_{min} = Lowest financial bid value among the financial proposals under consideration

3.4.2 The Selected Applicant shall be the Applicant having the highest combined score. The second highest Applicant shall be kept in reserve and may be invited in its discretion for negotiations in case the first-ranked Applicant withdraws, or fails to comply with the requirements specified in Clauses 2.24, 2.28 and 2.29, as the case may be.

SECTION 4: FRAUD AND CORRUPT PRACTICES

4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the HSCB shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the HSCB shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the HSCB for, inter alia, time, cost and effort of the HSCB, in regard to the RFP, including consideration and evaluation of such Applicant's Proposal.
- 4.2 Without prejudice to the rights of the HSCB under Clause 4.1 hereinabove and the rights and remedies which the HSCB may have under the LOA or the Agreement, if an Applicant or PSP, as the case may be, is found by the HSCB to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or PSP shall not be eligible to participate in any tender or RFP issued by the HSCB during a period of 2 (two) years from the date such Applicant or PSP, as the case may be, is found by the HSCB to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the HSCB who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the HSCB, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter

relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the HSCB in relation to any matter concerning the Project;

- (b) "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
- (d) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the HSCB with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

SECTION 5: PRE-PROPOSAL CONFERENCE

5. PRE-PROPOSAL CONFERENCE

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

SECTION 6: MISCELLANEOUS

6. MISCELLANEOUS

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

Schedules

SCHEDULE – 1

(See Clause 1.1.3)

Terms of Reference (TOR)

1. GENERAL

- 1.1 The HSCB seeks the services of a qualified firm for providing experts/specialists for setting up PMU in HSCB and PIUs in 21 ULBs under SBM. The activities include but are not limited to, to determine demand supply gap for SBM (as per SBM scheme guidelines) and accordingly undertake various required activities as SBM guidelines in different ULBs of Haryana and assist the HSCB in the bidding process leading up to financial close of the SBM projects. The Terms of Reference (the “TOR”) and the scope of the PSP for this assignment are specified below.

2. SCOPE OF SERVICES

Haryana Slum Clearance Board is nominated as the State Level Nodal Agency for implementation of Swachh Bharat Mission (Urban) in Haryana. As per the Guidelines of Swachh Bharat Mission (Urban), the SLNA and 21 ULBs may be supported by a dedicated Project Management Unit (PMU) and Project Implementing Units (PIU) by engaging experts/specialist on consolidated wages through PSP.

The major roles and responsibilities of the PMU at the State level and PIU at ULB level will be as follows:

Responsibilities of PMU:

- Assistance to the HSCB in preparation of guidelines for ULBs to implement different components of SBM (Urban);
- Assistance to the HSCB in preparation of draft City Sanitation Plan (CSP) for ULBs and Consolidate all CSPs into a State Level Sanitation Plan, specifying time frame, finances, operational components and guidelines for components, to enable the State to earmark resources.
- Facilitation support to ULB for development and deployment of appropriate MIS (including M&E) systems. This would also include building capacities at the state and ULBs for maintaining these and make further analysis.
- Assist the HSCB in drafting the training needs document pertaining to stakeholders at state, district and ULB level; development of

training programmes and monitor and evaluate the implementation of these programmes for successful outcomes and continuous improvement.

- Assist the HSCB in development of a communication strategy that highlights multi-level messages, media and co-ordination with the identified agencies for successful implementation.
- In the work of operationalizing the State Sanitation Plan, the PMU will assist the HSCB in preparation of required documents, RFPs, assist the HSCB in carrying out empanelment of Bidders, advisors, specialised government institutions and other third party service providers.
- Assisting ULBs in the implementation of city sanitation plans, channelling financial resources from State, Central and externally aided sources/ and providing technical assistance required by ULBs.
- Assisting the HSCB in design and implementation of suitable reward schemes that provide incentives to ULB to achieve positive sanitation outcomes, and promote demand-based sanitation while ensuring that suitable protocols for maintenance are set up.
- The PMU shall establish an office in Chandigarh, by making available essential office equipment including computers, fax, telephone, documents, data and other essential resources and posting personnel having appropriate qualifications to man the office. Such office shall be used by the Consultant as its common platform for rendering services in respect of all the projects which may eventually become a subject matter of the services provided by the Consultant to the Client.
- The PMU shall assist the HSCB in Engagement of consultants for undertaking technical activities (Engineering surveys, technical reports, Technical Schedules, design layouts etc.). The cost of engagement of such consultants shall be borne by HSCB based on actual basis.
- The PMU shall assist the HSCB in reviewing DPR, information submitted by the consultants and provide technical advisory support on behalf of the HSCB. Facilitate procurement of contractors by preparing bid documents and evaluation of bid documents

Responsibilities of a PIU:

- The PIU is meant to be an operations unit supplementing and enhancing the existing skill mix of the ULB, rather than a supervisory body. It is expected to work in tandem with the existing

staff with focus on strengthening implementation of SBM. The focus of PIU is to enhance the pace and quality of implementation of the Mission activities.

- The PIU shall assist the ULB in carrying out the following activities:
 - Project management, co-ordination and technical support for implementation of SBM components
 - Ensuring optimal technical quality in project implementation and service delivery
 - Monitoring project progress in co-ordination with other departments including parastatals
 - Monitoring project progress and co-ordination with departments (eg. Revenue, Accounts, Engineering, Health etc.) for projects being implemented by the ULB
 - Preparation of reports (including QPRs and Utilisation Certificates) for SLNA and MoUD on progress of implementation of SBM components.
 - Engaging and managing service providers and external experts for implementation of projects under SBM
 - Staying abreast with latest developments in the area of expertise and facilitate transfer of relevant information and best practices to staff for use in ULB functioning

The Applicants should submit a detailed write up on the proposed methodology along with the Proposal.

The PMU and PIUs should consist of the following experts/ specialists and other supporting staff in line with the requirements of SBM Guidelines.

A. Project Management Unit:

Position	Required Number	Qualification and experience
Sanitation Expert cum Team Leader	1	<ul style="list-style-type: none"> ➤ BE. / B. Tech in Civil Engineering/ Environmental Engineering/ Public Health Engineering from reputed Institution. ➤ Atleast 10 years of experience in government/semi-Govt/autonomous organizations/ private company of repute in design and implementation of water supply/ sanitation/solid waste projects. Experience of managing teams and working in tandem with local / international partners / government/ public sector/ private sector and experience in environmental

		<p>monitoring and mitigation</p> <ul style="list-style-type: none"> ➤ Age between 30 years to 62 years
MIS Expert	1	<ul style="list-style-type: none"> ➤ B.E / B.Tech in Computer Science/ IT/Electronics from recognized University or Institution. ➤ Atleast 10 years of experience in government / semi-Govt/ autonomous organizations / private company of repute. Should have exposure to software development & project management, database management, MIS etc. ➤ Ability to work in a team and train staff on the job to use the systems and assist in day to day issues related to IT. ➤ Age between 30 years to 62 years
IEC Expert	1	<ul style="list-style-type: none"> ➤ Degree in Mass communication & Journalism/ Information and Media Studies ➤ Atleast 10 years of experience in the field of community mobilization, participatory planning, communication, advocacy and media management. ➤ Age between 30 years to 62 years
Capacity Building Expert	1	<ul style="list-style-type: none"> ➤ Masters or doctoral degree in Social Sciences, with practical experience of working in the development areas, preferably in urban development. ➤ Wide knowledge and experience in implementing governance reforms. ➤ Training in organizational behaviour and management of institutional change processes. ➤ At least 5 years experience in designing capacity building activities, preferably in the municipal environment. ➤ Age between 30 years to 62 years
Procurement Specialist	1	<ul style="list-style-type: none"> ➤ Engineering degree with experience in procurement and project preparation and management ➤ Skills to assist ULBs in ensuring that standard documentation and detailed operating procedures for procurement, contract management

		<p>etc. are in place level. Specifically: Detailing specifications, compiling terms of reference, packaging bidding material, defining evaluation criteria, preparing standard forms of contract, designing payment certificates. These procedures must reflect modern procurement practices, suitably adjusted for the SMB context and the existing Government practices</p> <ul style="list-style-type: none"> ➤ Ability and experience to advise SLNA/ULBs on any contract under dispute with action plan and timetable for resolution ➤ Any earlier involvement with JNNURM will be an added advantage. ➤ Age between 30 years to 62 years
Supporting Staff (Assistant)	2	<ul style="list-style-type: none"> ➤ Should have passed 10+2 Examination with 50% from a HSEB, CBSE or its equivalent State Board and having knowledge of Computer. ➤ 5 years experience as Clerk or Assistant. <p style="text-align: center;">Or</p> <ul style="list-style-type: none"> ➤ B.Com with 50% marks alongwith 2 years experience in clerical work. ➤ Age between 25 years to 62 years.

B. Project Implementing Unit:

Position	Required Number	Qualification and experience
City Level Team Leader (Project Engineering Specialist)	21	<ul style="list-style-type: none"> ➤ BE. / B. Tech in Civil Engineering/ Environmental Engineering/ Public Health Engineering from reputed Institution with atleast 5 years of experience in government/semi-Govt/ autonomous organizations/ private company of repute <p style="text-align: center;">Or</p> <ul style="list-style-type: none"> ➤ Diploma in Civil Engineering/ Environmental Engineering/ Public Health Engineering from reputed

		<p>Institution with atleast 10 years of experience in government/semi-Govt/ autonomous organizations/ private company of repute.</p> <ul style="list-style-type: none"> ➤ Age between 30 years to 62 years
Supporting Staff(Assistant)	21	<ul style="list-style-type: none"> ➤ Should have passed 10+2 Examination with 50% from a HSEB, CBSE or its equivalent State Board and having knowledge of Computer. ➤ 5 years experience as Clerk or Assistant. <p style="text-align: center;">Or</p> <ul style="list-style-type: none"> ➤ B.Com with 50% marks alongwith 2 years experience in clerical work. ➤ Age between 25 years to 62 years.

The PSP's shall provide the following key personnel for setting up of PMU and PIUs, who shall discharge their respective responsibilities under the directions of HSCB as specified below:

Key Personnel	Required Number	Responsibilities
Project Management Unit (PMU)		
Sanitation Expert cum Team Leader	1	He/ She will lead, co-ordinate and supervise the PMU Team in a time manner as envisaged in this RFP. He/ She will provide technical support and expertise to facilitate HSCB in Policy, Planning, Implementation, Monitoring and Evaluation of various components under SBM (Urban)
MIS Expert	1	He/ She will support implementation of the Monitoring & Evaluation system and accurate reporting through the same and strive to improve the IT systems at State level as envisaged in this RFP.
IEC Expert	1	He/ She will assist the HSCB in behavior change communication to ensure that sanitation as an issue is mainstreamed with the general public as envisaged in this RFP
Capacity Building Expert	1	He/ She will provide advisory support to State Govt./HSCB on matters relates to capacity

		building as envisaged in this RFP
Procurement Specialist	1	He/ She will support for Tendering/selection for procurement of services; Pre-qualification; preparation, receipt, scrutiny / evaluation of tender documents and issue of tenders; finalization and award of contract. Assistance to SLNA in obtaining requisite clearances; detailed planning of implementation; materials and supply chain management; quality assurance and benchmarking as envisaged in this RFP.
Support Staff (Assistant)	2	To provide appropriate support to the PMU team
Project Implementing Units (PIUs)		
City Level Team Leader (Project Engineering Specialist)	21	He/ She will lead, co-ordinate and supervise the PIU Team in a time manner as envisaged in this RFP. He/ She will provide technical support and expertise to facilitate concerned ULB in Policy, Planning, Implementation, Monitoring and Evaluation of various components under SBM (Urban) as envisaged in this RFP.
Support Staff (Assistant)	21	To provide appropriate support to the PIU team

The Technical Experts/Specialists provided by the selected agency for the PMU and PIUs will be dedicated full time staff and will be stationed at O/o HSCB and the designated ULB. The day to day work of the technical experts will be assigned by HSCB and the concerned ULB or any other officer designated by him for this purpose. All the monitoring and reporting aspects of the technical experts will be under the control and supervision of HSCB and the concerned ULB.

Financial benefits to Experts other than fixed remuneration

1. Outstation travel (for locations other than Chandigarh/Panchkula) shall be undertaken as per directions of the HSCB. The Team Leader-cum-Sanitation Expert (PMU) shall be entitled for TA/DA/Boarding equivalent to Executive Engineer and other experts (MIS, IEC, Capacity Building and Finance Experts of PMU) will be entitled equivalent to Sub Divisional Engineer and Town level Project Engineering Specialist will be entitled for TA/DA/Boarding equivalent to ME/AE of ULB, and DEO/Support staff equivalent to Clerk/ Assistant. TA Bills shall be submitted as per prevailing practice in HSCB and ULBs.

2. All payments shall be made in Indian Rupees and shall be subject to applicable Indian withholding taxes if any.

Project Delivery Model

Quarterly Review Reports will be submitted by the PIU(ULB) to PMU (HSCB). These reports would contain a comparison of current versus planned status of various projects which are currently under implementation/ in progress. These reports would also contain information on best practices observed, challenges faced, lessons learnt and define need for changes in overall planning to meet Swachh Bharat Mission (Urban) objectives, including taking up new projects. The submission of online regular progress report through MIS system as and when launched by Govt. of India/State Govt.

3. TIME AND PAYMENT SCHEDULE

In consideration of its services, PSP shall be paid a fixed monthly retainership fee by 10th of every month. The fixed monthly retainership fee for the first 12 months of the PSP term shall be equal to the monthly retainership fee quoted by the Applicant in its Financial Proposal. Thereafter, the monthly retainership fee shall be escalated @ 10% p.a. for the second and third year.

For illustration purposes, if the successful applicant's financial quote of monthly Retainership fee is Rs. 1,000 and the agreement is signed in 01-Apr-2016, it shall get Rs. 1,000 p.m. for a period from 1-Apr-2016 to 31-Mar-2017. Thereafter, it shall get Rs. 1100 p.m. for a period from 1-Apr-2017 to 31-Mar-2018 (i.e. Rs. 1,000 + Rs. 1,000 X 10%) and Rs. 1,210.00 p.m. for a period from 1-Apr-2018 to 31-Mar-2019 (i.e. Rs. 1,100 + Rs. 1,100 X 10%).

The Professional Service Provider ("PSP") shall assist in selection of technical consultants or appoint the technical consultants in the interest of the project for preparation of technical reports / schedules of the agreement / BOQ estimates / undertaking engineering surveys as required. The payment of which shall be separately made to the technical consultants by the Department.

Liquidated Damage

In case of delay of completion of work, except for the cases where such delay is not attributable to the PSP, liquidated damage shall be charged to

the PSP providing Experts/Specialist at a rate of 0.25% of the contract price for the delay of one week or part thereof subject to a maximum of 5% of the contract price. Where the liquidated damage exceeds the maximum limit, HSCB reserves the right to

- i. terminate the contract and /or
- ii. Forfeit the performance guarantee and security deposit

4. Professional Service Provider (PSP)

- 4.1 The PSP shall provide adequate number of Experts/ Specialists for setting up Project Management Unit (PMU) at State level and Project Implementing Units (PIUs) in 21 ULBs for undertaking this assignment, which will assist HSCB and ULBs for a period of 2 (two) years and the same will be extended for another 1 (one) year. The composition and requisite qualifications of the Key Personnel have been mentioned in Clause 2.1.4 above.

If required a team meeting shall be held every quarter / half yearly in order to assess the developments of the project and shall be attended by all the key personnel's.

SCHEDULE-2
(See Clause 2.3.3)

Guidance Note on Conflict of Interest (for Applicant)

1. This Note further explains and illustrates the provisions of Clause 2.3 of the RFP and shall be read together therewith in dealing with specific cases.
2. Applicant / PSP should be deemed to be in a conflict of interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of PSP should avoid both actual and perceived conflict of interest.
3. Conflict of interest may arise between the HSCB and PSP or between PSP and present or future concessionaries/ contractors. Some of the situations that would involve conflict of interest are identified below:
 - (a) HSCB and PSP:
 - (i) Potential PSP should not be privy to information from the HSCB which is not available to others.
 - (ii) Potential PSP should not have defined the project when earlier working for the HSCB.
 - (iii) Potential PSP should not have recently worked for the HSCB overseeing the project.
 - (b) PSP and concessionaires/contractors:
 - (i) Neither the PSP sponsored experts, nor the PSP selected as Successful Applicant should have an ownership interest or a continuing business interest or an on-going relationship with a potential concessionaire/ contractor save and except relationships restricted to project-specific and short-term assignments.
 - (ii) Neither the PSP sponsored experts, nor the PSP selected as Successful Applicant should be involved in owning or operating entities resulting from the project.
 - (iii) Neither the PSP sponsored experts, nor the PSP selected as Successful Applicant should bid for works arising from the project.

The participation of companies that may be involved as investors or consumers and officials of the HSCB who have current or recent connections to the companies involved, therefore, needs to be avoided.

4. The normal way to identify conflicts of interest is through self-declaration by PSPs. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the HSCB. All conflicts must be declared as and when the PSPs become aware of them.
5. Another approach towards avoiding a conflict of interest is through the use of "Chinese walls" to avoid the flow of commercially sensitive information from one part of the PSP's company to another. This could help overcome the problem of availability of limited numbers of experts for the project. However, in reality effective operation of "Chinese walls" may be a difficult proposition. As a general rule, larger companies will be more capable of adopting Chinese walls approach than smaller companies. Although, "Chinese walls" have been relatively common for many years, they are an increasingly discredited means of avoiding conflicts of interest and should be considered with caution. As a rule, "Chinese walls" should be considered as unacceptable and may be accepted only in exceptional cases upon full disclosure by a PSP coupled with provision of safeguards to the satisfaction of the HSCB.
6. Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if PSPs drawing up the terms of reference or the proposed documentation are also eligible for the consequent assignment or project.
7. Another form of conflict of interest called "scope-creep" arises when PSPs advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of the HSCB but which will generate further work for the PSPs. Some forms of contractual arrangements are more likely to lead to scope-creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built in incentives for PSPs to extend the length of their assignment.
8. Every project contains potential conflicts of interest. PSPs should not only avoid any conflict of interest, they should report any present/ potential conflict of interest to the HSCB at the earliest. Officials of the HSCB involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.

Appendices

APPENDIX-I
(See Clause 2.1.3)

TECHNICAL PROPOSAL

Form-1

Letter of Proposal

(On Applicant's letter head)

(Date and Reference)

To,

Chief Administrator,
Haryana Slum Clearance Board,
Bays No. 11-14, Block II
Sector -4, Panchkula, India
Phone: 0172-2570020
e- mail: dulbry@gmail.com

Sub: Providing Technical Experts/Specialists and supporting staff for setting up of one PMU and 21 PIUs

Dear Sir,

With reference to your RFP Document dated, I/We, having examined all relevant documents and understood their contents, hereby submit our Proposal for providing technical Experts/Specialists and supporting staff for setting up of one PMU at State level and 21 PIUs at ULB level to the HSCB. The proposal is unconditional.

2. I/We acknowledge that the HSCB will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the PSP, and we certify that all information provided in the Proposal and in the Appendices is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the PSP for the aforesaid Project.
4. I/We shall make available to the HSCB any additional information it may deem

necessary or require for supplementing or authenticating the Proposal.

5. I/We acknowledge the right of the HSCB to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We declare that:
 - (a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the HSCB;
 - (b) I/We do not have any conflict of interest in accordance with Clause 2.3 of the RFP Document;
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the HSCB or any other public sector enterprise or any government, Central or State; and
 - (d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the PSP, without incurring any liability to the Applicants in accordance with Clause 2.8 of the RFP document.
8. I/We declare that none of our key personnel is a member of any other Applicant applying for Selection as a PSP.
9. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory HSCB which would cast a doubt on our ability to undertake the PSP assignment or which relates to a grave offence that outrages the moral sense of the community.
10. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.

11. I/We further certify that no investigation by a regulatory HSCB is pending either against us or against our Associates or against our CEO or any of our Directors / Managers / employees.
12. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the HSCB [and/ or the Government of India] in connection with the selection of PSP or in connection with the Selection Process itself in respect of the above mentioned Project.
13. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the PSP assignment is not awarded to me/us or our proposal is not opened or rejected.
14. I/We agree to keep this offer valid for 90 (ninety) days from the PDD specified in the RFP.
15. A Power of Attorney in favour of the authorized signatory to sign and submit this Proposal and documents is attached herewith in Form 4.
16. In the event of my/our firm being selected as the PSP, I/we agree to enter into an Agreement in accordance with the form at Schedule–2 of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
17. In the event of my/our firm being selected as the PMU, I/we agree and undertake to provide the experts/specialists in accordance with the provisions of the RFP.
18. I/We have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the HSCB or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of PSP assignment.
19. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
20. I/We agree and undertake to abide by all the terms and conditions of the RFP Document.

In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorized signatory) (Name and seal of the Applicant/ Lead Member)

APPENDIX-I

Form-2

Particulars of the Applicant

1.1	Title of Services: Providing of technical Experts/Specialists/ Supporting Staff.
1.2	Title of Project: Setting Up of Project Management Unit (PMU) and Project Implementing Units (PIUs) for Swachh Bharat Mission (Urban)
1.3	State whether applying as Sole Firm or Lead Member of a consortium with individual sub consultant(s) with sole firm: Sole Firm or Lead Member

<p>1.4</p>	<p>State the following: Name of Firm: Legal status (e.g. sole proprietorship or partnership): Country of incorporation: Registered address: Year of Incorporation: Year of commencement of business: Principal place of business: Name, designation, address and phone numbers of authorized signatory of the Applicant: Name: Designation : Company: Address:</p>
	<p>Phone No.: Fax No. : E-mail</p>
<p>1.5</p>	<p>(Signature, name and designation of the authorized signatory) For and on behalf of</p>

APPENDIX-I

Form-3

Statement of Legal Capacity

(To be forwarded on the letter head of the Applicant)

Ref. Date:

To,

Chief Administrator,
Haryana Slum Clearance Board,
Bays No. 11-14, Block II
Sector -4, Panchkula, India
Phone: 0172-2570020
e- mail: dubhry@gmail.com

Sub: Providing Technical Experts/Specialists/ Supporting Staff for setting up of one PMU and 21 PIUs

Dear Sir,

I/We hereby confirm that we, the Applicant (along with other individual members in case of consortium of individuals sub consultant(s) with sole firm, Constitution of which has been described in the Proposal*), satisfy the terms and conditions laid down in the RFP document.

I/We have agreed that (insert Applicant's name) will act as the Lead Member of our consortium of individuals sub consultant(s) with sole firm.

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

Yours faithfully,

(Signature, name and designation of the authorized signatory

For and on behalf of.....

*Please strike out whichever is not applicable

APPENDIX-I

Form-4

Power of Attorney

Know all men by these presents, We,..... (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr./Ms..... son/daughter/wife and presently residing at, who is presently employed with/ retained by us and holding the position of as our true and lawful attorney (hereinafter referred to as the "Authorized Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection, as the PSP, to provide technical experts/specialists / supporting staff for setting up of one PMU at State level and 21 PIUs at ULB level to the HSCB and implementation SBM Project in Haryana, including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the HSCB, representing us in all matters before the HSCB, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the HSCB in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the HSCB.

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

IN WITNESS WHEREOF WE,..... THE ABOVE NAMED PRINCIPAL HAS EXECUTED THIS POWER OF ATTORNEY ON THIS..... DAY OF, 20**

For
(Signature, name, designation and address)

Witnesses:

1

2

Notarized

Accepted

.....
(Signature, name, designation and address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

APPENDIX-I

Form-5**Financial Capacity of the Applicant***(Refer Clause 2.2.2 (B))*

S. No.	Financial Year	Annual Revenue (Rs./US \$ in million)[£]
1.		
2.		
3.		

Certificate from the Statutory Auditor^{\$}

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

(Signature, name and designation of the authorized signatory)

Date: _____ Name and seal of the audit firm: _____

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

[£] In the event that the Applicant does not wish to disclose its Annual Revenue, it may state that it has received more than the amount specified in the aforesaid certificate.

Note:

1. Please do not attach any printed Annual Financial Statement.

APPENDIX-I

Form-6**Particulars of Key Personnel**

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

[#]Refer Form 8 of Appendix I Eligible Assignments of Key Personnel

APPENDIX-I

Form-7**Abstract of Eligible Assignments of the Applicant#***(Refer Clause 3.1)*

S.No	Name of Project	Name of Client	Estimated capital cost of Project (in Rs. crore/ US\$ million)	Professional fees ^{##} received by the Applicant (in Rs. crore) [£]
(1)*	(2)	(3)	(4)	(5)
1				
2				
3				
4				
5				

The Applicant should provide details of only those assignments that have been undertaken by it under its own name.

Exchange rate should be taken as Rs. 50 per US \$ for conversion to Rupees.

£ In the event that the Applicant does not wish to disclose the actual fee received for any particular assignment, it may state that it has received more than the amount specified for eligibility under this RFP. For example, it may state: "Above Rs. 5 (five) lakh" in respect of a particular project.

* The names and chronology of Eligible Assignments included here should conform to the project wise details submitted in Form-9 of Appendix-I.

Certificate from the Statutory Auditor^{\$}

This is to certify that the information contained in Column 5 above is correct as per the accounts of the Applicant and/ or the clients.

(Signature, name and designation of the authorized signatory)

Date:

Name and seal of the audit firm:

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

APPENDIX-I

Form-7A**Abstract of other relevant experience of the Applicant#***(Refer Clause 3.1.5)*

S.No	Name of Project	Name of Client	Estimated capital cost of Project (in Rs. crore/ US\$ million)	Professional fees ^{##} received by the Applicant (in Rs. crore) [£]
(1)*	(2)	(3)	(4)	(5)
1				
2				
3				
4				
5				

The Applicant should provide details of only those assignments that have been undertaken by it under its own name.

Exchange rate should be taken as Rs. 60 per US \$ for converting to Rupees.

£ In the event that the Applicant does not wish to disclose the actual fee received for any particular assignment, it may state that it has received more than the amount specified for eligibility under this RFP. For example, it may state: "Above Rs. 5 (five) lakh" in respect of a particular project.

* The names and chronology of the projects included here should conform to the project-wise details submitted in Form-9A of Appendix-I.

Certificate from the Statutory Auditor^{\$}

This is to certify that the information contained in Column 5 above is correct as per the accounts of the Applicant and/ or the clients.

(Signature, name and designation of the authorized signatory)

Date:

Name and seal of the audit firm:

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

APPENDIX-I
Form-8[@]

Abstract of Eligible Assignments of Key Personnel\$

(Refer Clause 3.1)

Name of Key Personnel:

Designation:

S.No	Name of Project*	Name of Client	Estimated capital cost of project (in Rs. cr./ US\$ million)	Name of firm for which the Key Personnel worked	Designation of the Key Personnel on the assignment	Date of completion of the assignment
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1						
2						
3						
4						
5						

@ Use separate Form for each Key Personnel.

* The names and chronology of projects included here should conform to the project-wise details submitted in Form-10 of Appendix-I.

APPENDIX-I

Form-8A[@]**Abstract of other relevant experience of Key Personnel***(Refer Clause 3.1.5)*

Name of Key Personnel:

Designation:

S.No	Name of Project*	Name of Client	Estimated capital cost of project (in Rs. cr./ US\$ million)	Name of firm for which the Key Personnel worked	Designation of the Key Personnel on the assignment	Date of completion of the assignment
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1						
2						
3						
4						
5						

@ Use separate Form for each Key Personnel.

* The names and chronology of assignments included here should conform to the project-wise details submitted in Form 10A of Appendix-I.

APPENDIX-I

Form-9**Eligible Assignments of Applicant***(Refer Clause 3.1.4)*

Name of Applicant:	
Name of the Project:	
Project particulars:	
Description of services performed by the Applicant firm:	
Name of client and Address:	
Name, telephone no. and fax no. of client's representative:	
Estimated capital cost of Project (in Rs crore or US\$ million):	
Payment received by the Applicant as professional fees (in Rs. crore) [£] :	
Start date and finish date of the services (month/ year):	
Brief description of the Project:	

Notes:

1. Use separate sheet for each Eligible Assignment.
2. Exchange rate should be taken as Rs. 60 per US \$ for converting to Rupees.

£ In the event that the Applicant does not wish to disclose the payment received by it as professional fees for any particular assignment, it may state that it has received more than the amount specified in this statement.

APPENDIX-I
Form-9A

Other relevant assignments of Applicant

(Refer Clause 3.1.5)

Name of Applicant:	
Name of the Project:	
Project particulars:	
Description of services performed by the Applicant firm:	
Name of client and Address:	
Name, telephone no. and fax no. of client's representative:	
Estimated capital cost of Project (in Rs crore or US\$ million):	
Payment received by the Applicant as professional fees (in Rs. crore) [£] :	
Start date and finish date of the services (month/ year):	
Brief description of the Project:	

Notes:

1. Use separate sheet for each assignment.
2. Exchange rate should be taken as Rs. 60 per US \$ for converting to Rupees.

£ In the event that the Applicant does not wish to disclose the payment received by it as professional fees for any particular assignment, it may state that it has received more than the amount specified in this statement.

APPENDIX-I

Form-10**Eligible Assignments of Key Personnel***(Refer Clause 3.1.4)*

Name of Key Personnel:	
Designation of Key Personnel:	
Name of the Project:	
Project particulars:	
Name of Consulting Firm where employed:	
Description of services performed by the Key Personnel (including designation):	
Name of client and Address:	
Name, telephone no. and fax no. of client's representative:	
Estimated capital cost of the Project (in Rs crore or US\$ million):	
Start date and finish date of the services (month/ year):	
Brief description of the Project:	

Notes:

1. Use separate sheet for each Eligible Assignment.
2. In the case of Team Leader, only those Eligible Assignments shall be included where the Team Leader worked as the Team Leader or the leader of the team providing infrastructure Expertise in the relevant assignment.
3. Exchange rate should be taken as Rs. 60 per US \$ for converting in Indian Rupees.

APPENDIX-I

Form-10A**Other relevant assignments of Key Personnel***(Refer Clause 3.1.5)*

Name of Key Personnel:	
Designation of Key Personnel:	
Name of the Project:	
Project particulars:	
Name of Consulting Firm where employed:	
Description of services performed by the Key Personnel (including designation):	
Name of client and Address:	
Name, telephone no. and fax no. of client's representative:	
Estimated capital cost of the Project (in Rs crore or US\$ million):	
Start date and finish date of the services (month/ year):	
Brief description of the Project:	

Notes:

1. Use separate sheet for each assignment.
2. In the case of Team Leader, only those Eligible Assignments shall be included where the Team Leader worked as the Team Leader or the leader of the team providing Logistics-Expertise in the relevant assignment.
3. Exchange rate should be taken as Rs. 50 per US \$ for converting in Indian Rupees.

APPENDIX-I

Form-11

Curriculum Vitae (CV) of Professional Personnel

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

Name of Project	Description of responsibilities
-----------------	---------------------------------

Certification:

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

Place..... (Signature and name of the Key Personnel)

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

Notes:

- 1 Use separate form for each Key Personnel / Professional Personnel.
- 2 In the case of Team Leader, only those assignments shall be included where the Team Leader has worked as the Team Leader or the leader of the Infra Sector Expert Team in the relevant assignment.
3. The names and chronology of assignments included here should conform to the project-

wise details submitted in Form-8, 8A as the case may be, of Appendix-I.

4. Each page of the CV shall be signed in ink by both the Personnel concerned and by the Authorized Representative of the Applicant firm along with the seal of the firm. Photocopies will not be considered for evaluation.

APPENDIX-I

Form-12**Proposal for individual Sub-Consultant(s)**

1. Details of the Individual				
Individual's Name, Address and Telephone				
Name and Telephone No. of the Contact Person				
Fields of Expertise				
No. of Years in experience in the above Fields				
2. Services that are proposed to be sub contracted:				
4. Details of Individual's previous organizational experience				
	Name, address and telephone no. of Client	Total Value of Services Performed	Duration of Services	Date of Completion of Services
1.				
2.				
3.				

(Signature and name of the authorized signatory)

Notes:

1. The Proposal for Sub-Consultant shall be accompanied by the details specified in Forms 10, 10A and 11 of Appendix -I.
2. Use separate form for each Sub-Consultant.

APPENDIX-II

FINANCIAL PROPOSAL

Form-1

Covering Letter

(On Applicant's letter head)

(Date and Reference)

To,

**Chief Administrator,
Haryana Slum Clearance Board,
Bays No. 11-14 , Block II
Sector -4, Panchkula, India
Phone:
Email: _____**

Sub: **Providing Technical Experts/Specialist for setting up of one PMU and 21 PIUs**

Dear Sir,

I/We, (Applicant's name) herewith enclose the Financial Proposal (Total Fixed Payment per Project) for selection of my/our firm as PSP for providing technical experts/specialist for setting up of one PMU at State level and 21 PIUs at ULB level to HSCB.

I/We agree that this offer shall remain valid for a period of 90 (ninety) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

Note: The Financial Proposal is to be submitted strictly as per forms given in the RFP.

APPENDIX-II
(See Clause 2.1.3)

Form-2
FINANCIAL PROPOSAL

**STANDARD FORMAT FOR REQUEST FOR PROPOSAL (RFP)-
FINANCIAL BID**

Name										
Address										
City/State										
Telephone										
Sr. No.	Expert/Specialist	Nos.	Monthly emoluments for each Expert (in Rs.)			Service part (in Rs.)				Total amount (in Rs.) (Col. 6+7+8)
			Net amt in hand	Due benefits (EPF, GIS etc (including Employer's share	Gross Amt.	Amount and % age of Service Charges (@__% of Col. No.6)		Amount and % age Service Tax @__% of Col. No.7		
						%age	Amt	%age	Amt	
1	2	3	4	5	6	7A	7	8A	8	9
1	Sanitation Expert cum Team Leader	01			55000					
2	MIS Expert	01			50000					
3	IEC Expert	01			50000					
4	Capacity Building Expert	01			50000					
5	Procurement Specialist	01			50000					
6	City Level Team Leader (Project Engineering Specialist)	01			50000					
7	Supporting staff (Assistant)	01			20000					

Summary of financial bid

Sr. No.	Description	Amount (In Rs.)
1	Gross amount of monthly emoluments of above manpower:	
2	Service part (including service tax)	
	Total amount	

Amt in words:

(Rs. _____

 _____)

Date:

(Authorized Signatory)

Place:

Signature an

Notes for financial proposal:

1. The aforesaid Monthly Retainership Fee, payable to the PSP in accordance with the Financial Proposal, shall cover the costs of fixed remuneration, Provident Fund Contribution, ESI, Leave Salary, Gratuity, etc., including all taxes applicable from time to time. No additional charges in respect thereof shall be due or payable. The fees shall be limited to the amounts indicated above and no escalation on any account will be payable on the above amounts.
2. Outstation travel (for locations other than Chandigarh/Panchkula) shall be undertaken as per request of the HSCB. The Team Leader-cum-Sanitation Expert (PMU) shall be entitled for TA/DA/Boarding equivalent to Executive Engineer and other experts (MIS, IEC, Capacity Building and Finance Experts of PMU) will be entitled equivalent to Sub Divisional Engineer and Town level Sanitary Supervisor will be entitled for TA/DA/Boarding equivalent to Sanitary Inspector of ULB, and DEO/Support staff equivalent to Clerk. TA Bills shall be submitted as per prevailing practice in HSCB and ULBs.
3. All payments shall be made in Indian Rupees and shall be subject to applicable Indian withholding taxes if any.

Appendix-III
Form-1

PERFORMANCE BANK GUARANTEE FORMAT

CHIEF ADMINISTRATOR,
HARYANA SLUM CLEARANCE BOARD,
Bays No. 11-14, Sector-4, Panchkula
Tel- 0172-2570020, Fax- 0172-2570021
e-Mail : dulbhry@gmail.com
[http:// www.ulbharayana.gov.in](http://www.ulbharayana.gov.in)

1. This deed of Bank Guarantee made this <<day>> day of <<month>> <<year>> by <<Name of Bank>> having its office at <<office address of the Bank>>, hereinafter referred to as "The Bank" which expression shall include their successors, in favour of Haryana Slum Clearance Board (HSCB) situated at Bays No. 11-14, Sector-4, Panchkula
(hereinafter referred to as "The HSCB" which expression shall include their successors).
2. Whereas the HSCB has issued notification no. <<Notification no.>> dated <<date of notification>> to M/s <<Name of the Agency>> having its registered office at <<registered office address>> (India) and place of business at <<business address of Agency>> hereinafter referred to as "The Agency" (which term or expression unless excluded by or repugnant to the subject or context shall mean and include its successors in office and assigns) for selection as Agency to impart Skill training to urban poor.
3. In consideration the HSCB selecting the Agency as Agency for providing competent and qualified experts/ specialists of different categories on outsource basis at fixed monthly remuneration for serving the urban poverty management units at state and city level as per the terms and conditions of the Agreement entered into between the HSCB and the Agency, we the Bank, hereby irrevocably and unconditionally guarantee to pay the HSCB on first demand without demur any sum upto Rs. 50.00 lakh (Rupees fifty Lacs only) merely on claim or demand by telex and/ or writing by the HSCB by reason of breach by the Agency of any of the terms or conditions contained in the said Agreement or by reason of the Agency's failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee.
4. We, the Bank, undertake to pay to the HSCB any money so demanded notwithstanding any dispute(s) raised by the Agency in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this

present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Agency shall have no claim against us for making such payment.

5. The Bank's liability herein contained in this guarantee shall not be impaired or discharged by any extension of time or any forbearance of neglect on the part of the HSCB or any variations or alterations made, considered or agreed to with or without knowledge or consent of the Bank by or between the HSCB and the Agency.
6. The guarantee shall remain in all force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the HSCB under or by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or upto 24 (twenty four) months from the date of its execution i.e. upto <<day>> day of <<month>> <<year>>. or the HSCB certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the Agency and accordingly discharges this guarantee
7. We, the Bank, further agree with the HSCB that the HSCB shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Agency from time to time or to postpone for any time or from time to time any of the powers exercisable by the HSCB against the Agency and to forbear or enforce any terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the Agency or for any forbearance, act or omission on the part of the HSCB or any indulgence by HSCB to the said Agency or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
8. The Bank Guarantee shall not be discharged due to any change in the constitution of the Bank or the Agency.
9. NOTWITHSTANDING anything contained herein,
 - Our liability under this Bank Guarantee is restricted to Rs. _____lacs (Rupees_____ Only)
 - This Bank Guarantee shall be valid up to dd/mm/yyyy inclusive of the claim period, and
 - We are liable to pay the guaranteed amount or any part thereof under this Bank
 - Guarantee only and only if the HSCB serve upon us a written claim or demand on or before dd/mm/yyyy.

10. We, the Bank, undertake not to revoke this Bank Guarantee during its currency expect with the previous written consent of the HSCB in writing and the guarantee shall be continuous and irrevocable upto the sum stated hereinabove.

Place
Date

(Signature of Authorized signatory
& Stamp of Bank)

Appendix-IV
Form-1

SERVICE/CONTRACT AGREEMENT

THIS AGREEMENT is made on the <<day>> day of <<month>> 2016

BETWEEN:

Haryana Slum Clearance Board (HSCB) having its office at BAYS NO, 11-14, Sector-4, Panchkula, Haryana (India) hereinafter referred to as "The HSCB" (which term or expression unless excluded by or repugnant to the subject or context shall mean and include its successors-in-office and assigns) of the FIRST PART;

AND

M/s <<name of selected company>> having its registered office at <<registered office address>> (India) and place of business at <<business address of company>> hereinafter referred to as "The Professional Service Provider (PSP)" (which term or expression unless excluded by or repugnant to the subject or context shall mean and include its successors-in-office and assigns) of the SECOND PART;

WHEREAS the PSP is engaged in the business of providing _____ Services;
AND WHEREAS the PSP has expressed his keen desire to provide the said services to the HSCB under this agreement;

AND WHEREAS on the aforesaid representation made by the PSP to the HSCB, the parties hereby enter into this agreement on the terms and conditions appearing hereinafter.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES AS UNDER;

1. PROFESSIONAL SERVICE PROVIDER (PSP) REPRESENTATIONS AND WARRANTIES

The PSP hereby represents warrants and confirms that the PSP -

- (a) has full capacity, power and authority to enter into this agreement and during the continuance of this agreement, shall continue to have full capacity, power and authority to carry out and perform all its duties and obligations as contemplated herein and has already taken and shall and continue to take all necessary and further actions (including but without limiting to the obtaining of necessary approval/consents in all applicable jurisdictions) to authorize the execution, delivery and performance of this agreement;

- (b) has the necessary skills, knowledge, expertise, adequate capital and competent personnel, system and procedures, infrastructure and capability to perform its obligations in accordance with the terms of this agreement and to the satisfaction of the Government;
- (c) shall, on the execution of this agreement and providing services to the HSCB, not violate, breach and contravene any conditions of any agreement entered with any third party/ies;
- (d) has complied with and obtained necessary permissions/licenses/authorizations under the Central, State and local authorities and obtained all required permissions/licenses for carrying out its obligations under this agreement.

2. OBLIGATIONS OF THE PSP

- (a) The PSP shall operate and provide services to the HSCB at its various sites on six days a week from 9.00 AM to 5.00 PM or completion of assigned work. List of services and the material are as prescribed in TOR. The admissible leaves (as per applicable rules) with the approval of competent person/authority will be paid.
- (b) The regularity of the performance of the service will be the essence of this agreement and shall form a central factor of this agreement. The PSP shall take all possible steps to ensure to maintain its performance as determined by the HSCB from time to time.
- (c) The assessment made by the PSP in the tender including number of persons various descriptions as required to provide/give the required quality of services shall be final acceptable by and binding upon the PSP.
- (d) If the HSCB notices that the personnel of the PSP has have been negligent, careless in rendering the said services, the same shall be communicated immediately to the PSP who will take corrective steps immediately to avoid recurrence of such incidents and reports to the HSCB.
- (e) If any of the personnel of the PSP indulges in theft, negligence or any illegal/irregular activity, misconduct, the PSP shall take appropriate action against its erring personnel and intimate accordingly to the HSCB or itself can take action in accordance with law.
- (f) The PSP shall furnish a personal guarantee of its Managing Director/Partner, guaranteeing the due performance by the PSP of its obligations under this agreement.

3. TERMS OF PAYMENT

The payment (Appendix-V) shall be made in Indian Rupees either in form of Bank Cheque/Demand Draft or through online/RTGS system, at City level or at HSCB level as per decision of Chief Administrator by following the following schedule:

- I. The billing cycle will 26th of preceding month to 25th of every running month.
- II. The Bidder will work out monthly bill of all the experts /specialists/manpower placed in different towns and State level on the basis of certified attendance.
- III. The Bidder will submit its final bill(s) supported with certified attendance for processing/payment to designated officer (at town level or at State level) on or before last working day of the each month.
- IV. The processing of bill(s) will be completed by 5th of next month and payment will be released in Indian Rupees after deduction of due TDS or other applicable taxes, in shape of Cheque/DD/online transfer by 7th of next month. In case of any calculation or other type of error, the amount worked out of designated officer will be released by 7th of next month as above and balance, if any, shall be settled after discussion with Agency by 15th of next month.
- V. The Bidder will ensure the payment of monthly salary (including duly approved admissible leaves) through Cheque or online system to persons deployed through them by 7th of every month and deposit of their deductions and dues within time limit as prescribed under different Laws/Acts.
- VI. The Bidder will submit authenticated proof of payment of monthly salary of all the experts/specialists and deposit of entire amount of their deductions/dues by 20th of every month other-wise the payment of next bill will not be processed and released.
- VII. The Bidder will be liable to make up any kind theft/loss happened due to negligence or intention of expert/specialist/manpower provided on outsource basis by the Bidder. The Bidder may deduct/recover such amount of loss/damage from the guilty/responsible person/ employee/ expert as per agreement executed by the Bidder with that person/ employee/ expert will be deducted from their monthly bill(s).
- VIII. Other terms:
 - a. Fees and charges for the services to be rendered are defined in Letter of Allotment (LoA).

- b. All payments by the HSCB shall be made after deduction of due tax at source (TCS)/ Tax deducted at Source (TDS) wherever applicable as per the provisions of the Income Tax Act, 1961 or any kind of Tax liability under any other Act.
- c. The Bidder (being the employer in relation to persons engaged/employed/deployed by it to provide the services under this agreement) shall alone be responsible and liable to pay wages/salaries to such persons. In no case, the remuneration/amount shall not be less than the minimum wages as fixed or prescribed under the Minimum Wages Act, 1948 (Act XI of 1948) or by the State Government and/or any authority constituted by or under any law for the category of workers employed by it from time to time. He will also observe compliance of all the relevant labour laws.
- d. The Bidder will have to produce the register of wages or the register of wages-cum-muster roll of the preceding month along-with the bill to be submitted on the last working day of every calendar month for verification to the nominated official of HSCB. The Bidder shall ensure that payment to the employees deployed under this agreement in the presence of an authorized representative of the HSCB.

4. SUBMISSION AND VERIFICATION OF BILLS

The PSP shall submit on a monthly basis the bills as per payment Terms & Conditions for the services rendered to enable the HSCB to verify and process the same.

5. DISCIPLINE

- (a) The PSP shall issue identity cards, on its own name and trading style, to its personnel deputed for rendering the said Services, which at HSCB option, and would be subject to verification at any time. The HSCB may refuse the entry into its premises to any personnel of the PSP not bearing such identity card or not being perfectly dressed.
- (b) The HSCB shall always have the right and liberty to do surprise inspection at its sites.
- (c) The service rendered by the Service Provider/Agency under this agreement will be under close supervision, co-ordination and guidance of the HSCB. The PSP shall frame appropriate procedure for taking immediate action as may be advised by the HSCB from time to time.
- (d) It is understood between the parties hereto that the PSP alone shall have the right to take disciplinary action against any person(s) to raise any

dispute and/or claim whatsoever against the HSCB. HSCB shall under no circumstances be deemed or treated as the employer in respect of any person(s) engaged/employed by the Service Provider/Agency for any purpose, whatsoever nor would HSCB be liable for any claim(s) whatsoever, of any such person(s).

6. NATURE OF AGREEMENT

The parties hereto have considered agreed to and have a clear understanding on the following aspects:

- (a) This agreement is on the principal to principal basis and does not create and shall not deem to create any employer-employee relationship between the HSCB and the PSP. The PSP shall not by any acts, deeds or otherwise represent any person that the PSP is representing or acting as agent of HSCB, except to the extent and purpose permitted herein.
- (b) This agreement is for providing the aforementioned services and is not an agreement for supply of contract labour. It is clearly understood by the PSP that the persons employed by the PSP for providing services as mentioned herein, shall be the employees of the PSP only and not of the HSCB. The PSP shall be liable to make payment to its said employees towards their monthly wages/salaries and other statutory dues like Employees Provident Fund, employees State Insurance, minimum wages, bonus, gratuity etc.
- (c) HSCB shall not be liable for any obligations/responsibilities, contractual, legal or otherwise, towards the PSP employees/agents directly and/or indirectly, in any manner whatsoever.

7. STATUTORY COMPLIANCES

- (a) PSP shall obtain all registration(s)/permission(s)/license(s) etc. which are/may be required under any labour or other legislation(s) for providing the services under this agreement.
- (b) It shall PSP's responsibility to ensure compliance of all the Central and State Government Rules and Regulations with regard to the provisions of the service under this agreement. The PSP indemnifies and shall always keep HSCB indemnified against all losses, damages, claims actions taken against HSCB by any authority/office in this regard.
- (c) The PSP undertakes to comply with the applicable provisions of all welfare legislations and more particularly with the Contract Labour (Regulation and Abolition) Act, 1970, if applicable, for carrying out the purpose of this agreement. The PSP shall further observe and comply with all government

laws concerning employment of staff employed by the PSP and shall duly pay all sums of money to such staff as may be required to be paid under such laws. It is expressly understood that the PSP is fully responsible to ascertain and understand the applicability of various Acts, and take necessary action to comply with the requirements of law.

- (d) The PSP shall give an undertaking by the 22nd of each month in favour of the HSCB that he has complied with all his statutory obligations. A draft of the said undertaking is attached herewith as Annexure 'C' to this Agreement.

8. ACCOUNTS AND RECORDS

- (a) The PSP shall maintain accurate accounts (including record of admissible and availed leaves) and records, statements of all its operations and expenses in connection with its functions under this agreement in the manner specified by the HSCB.
- (b) The PSP shall forthwith upon being required by the HSCB, allow HSCB of any of its authorized representatives to inspect, audit or take copies of any records maintained where by the PSP. The PSP shall also cooperate in good faith with the required HSCB to correct any practices which are found to be deficient as a result of any such audit within a reasonable time after receipt of the report from the HSCB. However, upon discovery of any discrepancies or under payment the PSP shall immediately, reimburse the HSCB for such discrepancies or overcharge.

9. INDEMNIFICATION

- (a) The PSP shall at its own expenses make good any loss or damage suffered by the HSCB as a result of the acts of commission or omission, negligently or otherwise of its personnel while providing the said services at any time of the premises of the HSCB or otherwise.
- (b) The PSP shall at all times Indemnify and keep indemnified that HSCB against any claim on account of disability/death of any of its personnel caused while providing the services within/outside the site or other premises of the HSCB which may be made under the workmen's Compensation Act, 1923 or any other Acts or any other Statutory modifications hereof or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident or injury sustained by the working or their personnel of the PSP or in respect of any claim, damage or compensation under labour laws or other laws or rules made there under by any Person whether in the employment of the PSP or

not, who provided or provides the service at the site or any other premises of the HSCB shall be as provided hereinbefore.

- (c) The PSP shall at all times indemnify and keep indemnified the HSCB against any claim by any third party for any injury, damage to the property or person of the third party or for any other claims whatsoever for any acts of commission or omission of its employees or personnel during the hours of providing the services at the HSCB's premises or before and after that.
- (d) That, if at any time, during the operation of this agreement or thereafter the HSCB is made liable in any manner whatsoever by any order, direction or otherwise of any Court authority or tribunal, to pay any amounts whatsoever in respect of or to any of present or ex-personnel of the PSP or to any third party in any event not restricted but including as mentioned in sub-clauses No (a), (b) and (c) hereinabove, the PSP shall immediately pay to the HSCB all such amounts and costs also and in all such cases/events the decision of the HSCB shall be final and binding upon the PSP. The HSCB shall be entitled to deduct any such amounts as aforesaid, from the security deposit and/or from any pending bills of the PSP.

10. LIABILITIES AND REMEDIES

In the event of failure of the PSP to provide the services or part thereof as mentioned in this agreement for any reasons whatsoever, the HSCB shall be entitled to procure services from other sources and the PSP shall be liable to pay forthwith to the HSCB the difference of payments made to such other sources, besides damages at double the rate of payment.

11. LOSSES SUFFERED BY SERVICE PROVIDER/AGENCY

The PSP shall not claim any damages, costs, charges, expenses, liabilities arising out of performance/non-performance of services, which it may suffer or otherwise incur by reason of any act/omission, negligence, default or error in judgment on part of itself and/or its personnel in rendering or non-rendering the services under this agreement.

12. TERM

The agreement shall be effective for a period of _____ years with effect from _____ upto _____ and can be extended further for such period and on such terms and conditions as may be deemed fit and proper by the HSCB.

13. TERMINATION

- (a) Either party can terminate this agreement by giving one month's written notice to the other without assigning any reason and without payment of any compensation thereof. However, the HSCB shall give only a 24 hours

notice of this agreement to the PSP when there is a major default in compliance of the terms and conditions of this agreement or the PSP has failed to comply with its statutory obligations.

- (b) If PSP commits breach of any covenant or any clause of this agreement, HSCB may send a written notice to PSP to rectify such breach within the time limit specified in such notice. In the event PSP fails to rectify such breach within the stipulated time, the agreement shall forthwith stand terminated and PSP shall be liable to HSCB for losses or damages on account of such breach.
- (c) The HSCB shall have the right to immediately terminate this agreement if the PSP becomes insolvent, ceases its operations, dissolves, file for bankruptcy or bankruptcy protection, appoints receivers, or enters into an arrangement for the benefit of creditors.

14. ASSIGNMENT OF AGREEMENT

This Agreement is executed on the basis of the current management structure of the PSP. Henceforth, any assessment of this agreement in part or whole, to any third party without the prior written consent of the HSCB shall be a ground for termination of this agreement forthwith.

15. COMPOSITION AND ADDRESS OF SERVICE PROVIDER/AGENCY

- (a) The PSP shall furnish to the HSCB all the relevant papers regarding its constitution, names and addresses of the management and other key personnel of the PSP and proof of its registration with the concerned Government authorities required for running such a business of PSP.
- (b) The PSP shall always inform the HSCB in writing about any change in its address or the names and address of its key personnel. Further, the PSP shall not change its ownership without prior approval of the HSCB.

16. SERVICE OF NOTICES

Any notice or other communication required or permitted to be given between the parties under this agreement shall be given in writing at the following address or such other addresses may be intimated from time to time in writing.

HSCB	PSP

17. CONFIDENTIALITY

It is understood between the parties hereto that during the course of business relationship, the Service Provider may have access to confidential

information of HSCB and it undertakes that it shall not, without HSCB's prior written consent, disclose, provide or make available any confidential information in any form to any person or entity or make use of such information. This clause shall survive for a period of 5 years from the date of expiry of this agreement or earlier termination thereof.

18. ENTIRE AGREEMENT

This agreement represents the entire agreement, the parties and supersedes all previous or other writings and understandings, oral or written, and further any modifications to this agreement, if required shall only be made in writing.

19. AMENDMENT/MODIFICATION

The parties can amend this agreement at any time. However, such amendment shall be effective only when it is reduced in writing and signed by the authorized representatives of both parties hereto.

20. SEVERABILITY

If, for any reason, a court of competent jurisdiction finds any provision of this agreement, or portion thereof, to be unenforceable, that provision of the agreement will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this agreement shall continue in full force and effect.

21. CAPTIONS

The various captions used in this agreement are for the organizational purpose only and may not be used to interpret the provisions hereof. In case of any conflicts between the captions and the text, the text shall prevail.

22. WAIVER

At any time any indulgence or concession granted by the HSCB shall not alter or invalidate this agreement nor constitute the waiver of any of the provisions hereof after such time, indulgence or concession shall have been granted. Further, the failure of the HSCB to enforce at any time, any of the provisions of this agreement or to exercise any option which is herein provided for requiring at any time the performance by the PSP of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions of this agreement nor in any way affect the validity of this agreement or any part thereof or the right of the HSCB to enforce the same in part or in the entirety of it. Waiver, if any, has to be in writing.

23. FORCE MAJEURE

Neither party shall be in default if a failure to perform any obligation hereunder is caused solely by supervening conditions beyond that party's reasonable control, including acts of God, civil commotion, strikes, acts of terrorism, labour disputes and governmental or public authority's demands or requirements.

24. DISPUTE RESOLUTION

This agreement shall be deemed to have been made/executed at ____ for all purposes. In the event of any dispute related to the interpretation or rights or liabilities arising out of this agreement, the same shall, at first instance, be amicably settled between the parties. If any dispute is not settled amicably, the same shall be referred to the sole arbitrator to be appointed by the HSCB. The award given by the arbitrator shall be final and binding on the parties. The venue of arbitrator shall be ____

25. GOVERNING LAW/JURISDICTION

The applicable law governing this agreement shall be the laws of India and the courts of Chandigarh shall have the exclusive jurisdiction to try any dispute with respect to this agreement.

26. TWO COUNTERPARTS

This agreement is made in duplicate. The PSP shall return a copy of this agreement duly signed and stamped as a token of acceptance of all terms and conditions mentioned above. In the event of commencement of order acceptance, it will be taken that all terms are acceptable.

27. NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1) In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the RFP.
- 2) The following documents in relation with Request for Proposal (RFP) issued for selection of Agency shall be deemed to form and be read and construed as part of this Agreement viz:
 - a. Invitation for Proposals (IFP)
 - b. Instructions to Bidders (ITB)
 - c. General Contract Conditions (GCC)
 - d. Scope of Work (SOW)
 - e. Flow of Work (FOW)
 - f. Technical Bid

- g. Financial Bid
 - h. All the Forms and Annexure, amendments, supplements, corrigendum or clarifications thereto
 - i. Notification of Award.
- 3) The contract shall begin from the date of signing of the contract, as and when the work would be assigned to the Agency.
- 4) The mutual rights and obligations of the HSCB and the Agency shall be as set forth in the Contract, in particular:
- a. the Agency shall carry out the services in accordance with the provisions of the Contract;
 - b. the Agency shall provide professional, objective and impartial advice and at all times hold the HSCB's interest paramount, strictly avoid conflicts with other assignments/ jobs, downstream projects or their corporate interests and act without any consideration for future work; and
 - c. the HSCB shall make payments to the Agency in accordance with the provisions of the Contract.

In witness whereof the HSCB and the PSP above said have hereunto subscriber their hands on the day month and year first mentioned above in the presence of the following witnesses:

SIGNED, SEALED AND DELIVERED

WITNESSES

1. Signature:	Signature:
Name:	Name:
Date:	Date:
Designation:	Designation:
2. Signature:	
Name:	
Date:	For and on behalf
of the	
Designation:	HSCB

SIGNED, SEALED AND DELIVERED

WITNESSES

3. Signature:

Name:

Date:

Address:

4. Signature:

Name:

Date:

of the

Address:

Signature:

Name:

Date:

Address:

For and on behalf

PSP

Appendix-V
Form-1

APPLICABLE FEES AND CHARGES PAYABLE TO THE PSP

1. FEES

Haryana Slum Clearance Board (HSCB) shall pay the PSP a fee of INR -----
----/- (Indian Rupees ----- only), inclusive of management cost of
the agency and all applicable taxes, per month as per Clause 1.8 (Payment terms
& conditions) of Section-1 of RFP document for the deployed specialists/Experts,
for setting up of Project Management Unit (PMU) and Project Implementing Units
(PIUs) for Swachh Bharat Mission (Urban). Fee of the PSP will be based on the
number of Experts/Specialists/Employees mentioned in their invoice raised for
remuneration in every month. PSP shall be eligible to charge% of
management cost of the agency as agreed upon.

Name:

Date:

Address:

For and on behalf of the Professional
Service Provider

Municipal Corporation, Panchkula

Bays No. 15-16, Sector 6 14, Panchkula
e-mail:-mcpanchkula@gmail.com, Ph. 0172-2583695, 2583794

E-TENDER NOTICE

Memo no. SE/MCPKL/2016/

Dated:- 17/03/2016

On behalf of Haryana Slum Clearance Board, technical and financial proposals/bids through double envelope system are invited through E- tendering on portal <https://haryanaeprocurement.gov.in> from experienced agencies for the work mentioned below:-

Sr . No.	Name of Work	Bid Document Fee + E-service Fee (Rs.)	EMD (Rs.)	Tender Download Start Date	Pre-bid Meeting	Tender submission End Date	Tender Opening Date	Duration of PMU/ PIUs
1.	Providing Experts/ Specialist for setting up of 1 Project Management Unit (PMU) and 21 Project Implementing Units (PIUs) for Swachh Bharat Mission (Urban) in Urban Local Bodies Department, Haryana	5000/- + 1000/- (6000/-)	20,00,000/-	18.03.2016	22.03.2016 (02.30 PM)	29.03.2016 (04.00 PM)	01.04.2016 (03.00 PM)	Two years

The bidder must furnish details of the relevant past experience with certificates of authority, Agency profile, audited financial results as per the format prescribed in the Request for Proposal (RFP) document to be downloaded from <https://haryanaeprocurement.gov.in> and <http://ulbharyana.gov.in>. The Pre Bid meeting will be held in the O/o Haryana Slum Clearance Board, Bays No. 11-14, Sector-4, Panchkula.

Information regarding Online Payment of Tender Document, E-service & EMD Fee:- The agencies can download the tender document from the Portal: <https://haryanaeprocurement.gov.in>. The agencies shall have to pay for the Tender document/RFP document, EMD Fee & E-service Fee online by using the service of secured Electronic Payment Gateway. The secured Electronic Payment Gateway is an online interface between the agencies and online payment authorized networks. The payment for Tender Document Fee and E-service Fee can be made by eligible agencies/ agencies online directly through Debit Cards & Internet Banking Accounts whereas the payment for EMD can be made online directly through RTGS / NEFT.

Note:-If the tenders are cancelled or recalled on any ground(s), the tender document fee & E-service fee will not be refunded to the agencies/ agencies.

All the tenders will be received through e-tendering only. Tenders will be opened on the prescribed date as mentioned above in the presence of the agency or their representative, who like to be present in the office of Haryana Slum Clearance Board, Bays No. 11-14, Sector-4, Panchkula .

The other terms and conditions regarding above tender notice can be read/seen on website <https://haryanaeprocurement.gov.in>.

Sd/-
Superintending Engineer
For Commissioner ,
Municipal Corporation, Panchkula