**STATE URBAN DEVELOPMENT AUTHORITY, HARYANA**

(Department of Urban Local Bodies, Haryana)

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

**RFP No: SUDA/TPQMA/RFP/2018-19/01**

***REQUEST FOR PROPOSAL (RFP)***

***for***

**ENGAGING THIRD PARTY QUALITY MONITORING AGENCY (TPQMA)FOR ALL THE TOWNS OF HARYANA**

**under**

**PRADHAN MANTRI AWAS YOJANA-URBAN (PMAY-U),**

**STATE URBAN DEVELOPMENT AUTHORITY, HARYANA (SUDA,H)**

BAYS.No. 11-14, SECTOR-4, PANCHKULA.

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**STATE URBAN DEVELOPMENT AUTHORITY, HARYANA**

**(Department of Urban Local Bodies, Haryana)**

**BAYS.No. 11-14, SECTOR-4, PANCHKULA.**

# Notice InvitingTenders (NIT)

FileNo :SUDA/TPQMA/RFP/2018-19/01 Dated:15/10/2018

**Invitation for Consultancy Service**

State Urban Development Authority, Haryana invites online tender proposal: “For engaging Third Party Quality Monitoring Agency (TPQMA) for all the towns of Haryana under Pradhan Mantri Awas Yojana-Urban (PMAY-U),” through e-procurement on portal <https://www.ulb.haryanaeprocurement.gov.in>from reputed, qualified and eligible consultants as per RFP document. The RFP documents may also be downloaded from website ([www.ulbharyana.gov.in](http://www.ulbharyana.gov.in)) of Urban Local Bodies Department, Haryana for reference only. A minimum eligibility criterion has been given in RFP document.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Sr. No.** | **Name ofwork** | **Earnest Money** | **Cost of tender form + E-service fee** | **Period of completion** |
| 1 | “For engaging Third Party Quality Monitoring Agency (TPQMA) for all the towns of Haryana underPradhan MantriAwasYojana-Urban (PMAY-U)” | Rs. 3,00,000/- | Rs. 5,000/- +Rs. 1,000/-  = Rs. 6,000/- | Three years (Thirty Six Months) |

**KeyDates:-**

|  |  |  |
| --- | --- | --- |
| **Sr. No.** | **Description** | **Dates &Time** |
| 1. | Release ofNIT | **15.10.2018** |
| 2. | Online Tender Purchase Start Date | **15.10.2018** |
| 3. | Online Tender Purchase End Date | **27.10.2018 (4:00PM)** |
| 4. | Pre-Bid Meet | **Already held** |
| 5. | Online Tender Bid Submission End Date | **27.10.2018 (5:00PM)** |
| 6. | Last date /time for receipt of online proposals | **27.10.2018 (5:00PM)** |
| 7. | Hardcopy Submission Last Date | **29.10.2018 (4:00PM)** |
| 8. | Opening of Technical Proposal | **30.10.2018 (2:30PM)** |
| 9. | Financial Bid (Envelope C)Open Date (only of technically qualified bidders) | As Notified |

The complete proposals as per the RFP document shall be submitted at above mentioned schedule For any other information may contact Mr. Dinesh Sharma, Additional Mission Director, State Urban Development Authority, Haryana, Tel. No. 0172-2560316.

Amendments to NIT/RFP, if any, would be published on e-procurement website only, and not in newspaper. The Mission Director, State Urban Dev. Authority, Haryana reserves all the rights to accept or reject any or all tenders without assigning any reasons.

***Note: Consultant will be responsible for carrying out the entire exercise of Third Party Quality Monitoring Agency (TPQMA) in accordance with TPQMA (PMAY) guidelines and must also incorporate any/all the amendments in Guidelines as & when issued by GoI/State.***

**Mission Director**

State Urban Dev. Authority,

Haryana, Panchkula.

# Disclaimer

The information contained in this Request for Proposal (RFP) document or subsequently provided to the bidders, whether verbally or in documentary or any other form by or on behalf of State Urban Development Authority, Haryana is provided to bidder on the terms and conditions set out in this RfP and such other terms and conditions subject to which such information is provided.

This RfP is not an agreement and is neither an offer nor invitation by State Urban Development Authority, Haryana to the prospective bidders or any other person. The purpose of this RfP is to provide interested firms with information that may be useful to them in formulation of their Proposals pursuant to this RfP.

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

State Urban Development Authority, Haryana also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance or any bidder upon the statements contained in this RFP.

State Urban Development Authority, Haryana 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 State Urban Development Authority, Haryana is bound to select a bidder or to appoint the Selected Bidder, as the case may be, for the Consultancy and State Urban Development Authority, Haryana reserves the rights to reject all or any of the Proposals without assigning any reasons whatsoever.

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

1. **Checklist for Bidders**

Online three envelope system shall be followed, but bidders have to submit two envelopes in physical also i.e.

* **Envelop A:**
* EMD and Cost of RfP + E-service fee
* Affidavit (Authenticity and correctness of information/documents provided in Bid),
* Affidavit regarding delisting/blacklisting, demobilization etc. as required under eligibility criteria.
* Authority Letter to Sign on behalf of Consultant and
* Authority Letter for use of Digital Signature
* **Envelop B:** **Technical Bid (detailed in para 8.6-Instructions to Bidders)**

**Note:**

* Please note that in any case if price-bid/Financial Offer submitted manually then bid shall be rejected.
* Only those proposals will be considered for opening, who hve submitted their BID online as well as in physical form by due date/time (as specified in Bid Data Sheet).

The following checklist is for the convenience of the bidders. Kindly check the following points before submitting the bids.

|  |  |  |  |
| --- | --- | --- | --- |
| **Sr. No.** | **Checklist** | **Checkbox**  **(Please tick ‘√’)** | |
| 1 | Whether the proposals have been properly sealed, marked and labelled as required? | |  | | --- | |  | |
| 2 | Have you submitted envelop-A & Envelop-B (Physically as well as online) & Financial Proposal only online? | |  | | --- | |  | |
| 3 | Whether the proposal has been signed by bidder/authorized signatory | |  | | --- | |  | |
| 4 | Joint venture / Consortium proposal is not permitted | |  | | --- | |  | |
| 5 | Whether submitted number of copies as prescribed in the data sheet? | |  | | --- | |  | |
| 6 | Whether submitted the Scanned copy (PDF format) of the technical proposals on e-Procurement Portal? | |  | | --- | |  | |
| 7 | Whether Company Registration & associated Documents are enclosed (Envelop-B)? | |  | | --- | |  | |
| 8 | Whether copy of PAN, TAN, Service Tax Registration etc. is enclosed with Technical Proposal (Envelope-B). | |  | | --- | |  | |
| 9 | Have you online deposited EMD and RfP+ e-service charges? | |  | | --- | |  | |
| 10 | Whether the proof of online deposit of EMD and RfP+e-service charges submitted in Envelope-A? | |  | | --- | |  | |
| 11 | Have all the pages of proposal (Technical and financial bids) been properly numbered and signed by authority/ authorized person only? | |  | | --- | |  | |
| 12 | Have all the CV’s signed by authorized person of the Agency? | |  | | --- | |  | |
| 13 | Is the CV submitted according to the format given? | |  | | --- | |  | |
| 14 | Have you checked the eligibility Criteria and Enclosed the relevant documents as proof? | |  | | --- | |  | |
| 15 | Whether the number of pages of the proposal properly indexed? | |  | | --- | |  | |
| 16 | Whether undertaking as prescribed is enclosed with technical proposal? | |  | | --- | |  | |
| 17 | Whether authority letter for signing the proposal is enclosed with the technical proposal? | |  | | --- | |  | |
| 18 | Whether evidence of financial eligibility enclosed with Technical Proposal? | |  | | --- | |  | |
| 19 | Whether work Programme/ Personnel Schedule/ Team Structure are enclosed with Technical Proposal(Envelope-B)? | |  | | --- | |  | |
| 20 | Whether Methodology & Innovativeness are enclosed with Technical Proposal (Envelope-B)? | |  | | --- | |  | |
| 21 | Whether both the self-assessment (Eligibility and Tech. Evaluation) formats duly filled in and signed are attached/enclosed with Technical Proposal (Envelope-B) as required in Annexure-H and Annexure-I of RfP? | |  | | --- | |  | |

**4. DOCUMENT CONTROL SHEET**

**Competitive Request for Proposal (RFP) "For engaging Third Party Quality Monitoring Agency (TPQMA) for all the towns of Haryana under Pradhan MantriAwasYojana-Urban (PMAY-U).**

|  |  |  |
| --- | --- | --- |
| **Sr. no.** | **Particular** | **Details** |
| 1. | Release ofNIT | **15.10.2018** |
| 2. | Online Tender Purchase StartDate | **15.10.2018** |
| 3. | Online Tender Purchase EndDate | **27.10.2018 (4:00PM)** |
| 4. | Pre-Bid Meet | **Already held** |
| 5. | Online Tender Bid Submission End Date | **27.10.2018 (5:00PM)** |
| 6. | Last date /time for receipt of online proposals | **27.10.2018 (5:00PM)** |
| 7. | Hardcopy Submission Last Date | **29.10.2018 (4:00PM)** |
| 8. | Opening of Technical Proposal | **30.10.2018 (2:30PM)** |
| 9. | Financial Bid (Envelope C)Open Date (only of technically qualified bidders) | As Notified |
| 10. | Validity period of Proposal | 120 Days |
| 11. | Venue for opening of bids | State Urban Development Authority, Haryana  Bays No. 11-14, Sector-4, Panchkula (Haryana). |
| 12. | Cost of RFP document + E Service Fee | Rs.5,000/- + 1000/- = 6000/- (Online deposit and proof of deposit to be submitted in envelope-A) |
| 13. | Earnest Money Deposit (EMD) | Rs. 3,00,000/- (Online deposit and proof of deposit to be submitted in envelope-A). |
| 14. | Office and Correspondence Address | Mission Director,  State Urban Development Authority, Haryana, Bays No. 11-14, Sector-4, Panchkula (Haryana). |
| 15. | Phone/Fax | 0172-2570020, 2570021 |
| 16. | E-mail | [suda.haryana@yahoo.co.in](mailto:suda.haryana@yahoo.co.in) |
| 17 | Website | [www.ulbharyana.gov.in](http://www.ulbharyana.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.**

**5. Instruction to Bidder for e-Tendering**

*Note: Following conditions will over-rule the conditions stated in the tender documents, wherever relevant and applicable.*

**E-Tendering:**

1. For participation in e-tendering module of State Urban Development Authority, Haryana it is mandatory for prospective bidders to get registration on website[<https://www.ulb.haryanaeprocurement.gov.in>.](http://www.mpeproc.gov.in/) Therefore, it is advised to all prospective bidders to get registration by making on line registration fees payment at the earliest.
2. Tender documents can be downloaded from website www.ulbharyana.gov.in. However, the bidders have to upload complete tender document along-withonline deposit ofRfPdocument fee+E-service fee of **Rs.6,000/- (Rs. Six Thousand only)**and EMD, without which bids will not be accepted.
3. E-service/gateway charges shall be borne by the bidders.
4. As per the directions of the Controller of Certifying Authorities, Ministry of Communication and Information Technology, Government of India, a **Class II Digital Certificate** shall be required to bid for all tenders solicited electronically. If the bidder does not have such a certificate, it may be obtained from any of the registering authorities or certification authorities. Kindly note that it may take at least three-five business days for the issue of a digital certificate. Bidders are advised to plan their time accordingly. State Urban Development Authority, Haryanashall bear no responsibility for accepting bids which are delayed due to non-issuance or delay in issuance of such digital certificate.
5. If bidder is bidding first time for e-tendering, then it is obligatory on the part of bidder to fulfill all formalities such as registration, obtaining Digital Signature Certificate etc. well in advance.
6. Bidders are requested to visit our e-tendering website regularly for any clarifications and/or due date extension or corrigendum.
7. Bidder must positively complete online e-tendering procedure at <https://www.ulb.haryanaeprocurement.gov.in>
8. State Urban Development Authority, Haryana shall not be responsible in any way for delay / difficulties / inaccessibility of the downloading facility from the website for any reason whatsoever.
9. For any type of clarifications bidders/contractors can visit <https://www.ulb.haryanaeprocurement.gov.in> and https://[www.ulbharyana.gov.in](http://www.ulbharyana.gov.in).
10. The bidder whosoever is submitting the tender by his Digital Signature Certificate shall invariably upload the scanned copy of the authority letter as well as submit the copy of the same in physical form with the offer of this tender.

Apart from uploading e-tender on website, bidder has to deposit EMD and RFP & E-service fees online and submit its proof in separate envelopes along-with other documents as detailed below:

1. RFP cost + E-service Fee of**Rs. 6,000/- (Rs. Six thousand only)** and EMD **Rs3,00,000/-(Rs. Three lakh only)** in Envelop-A
2. Affidavit in Envelop-A,
3. Authority Letter to Sign on behalf of Consultant in Envelop-A,
4. Authority Letter for use of Digital Signature in Envelop-A and
5. Technical Bid in Envelop-B with all relevant enclosures (as detailed para 8.6-Instrcutions to bidders)

Envelop-A & Envelop-B are to be kept in one sealed envelope in physical form (as well as all the 3 Envelops must be submitted Online, the third envelope refers to financial proposal which has to be submitted online only). This envelope should be properly super scribed that this envelope contains 2 envelops of proof of online deposit of EMD and RfP+e-service charges and Technical bid against respective tender with due date & time of tender opening as per Bid-Data Sheet/Document Control Sheet. This envelope should be submitted physically on or before the date of submission (as per detailed Document Control Sheet Schedule). Tenders/Proposals received within specified time (e-tender as well as physical submission) shall only be opened on the date/time specified in presence of the bidders or their authorized representatives, whosoever may be present.

The prospective bidders will upload scanned self-certified copies of requisite documents as required in e-tendering process.

xi. The Bid in physical form shall be accepted up to 29-10-2018(upto 4.00 PM).**The same may be submitted in the office of the undersigned.**

a) Those physically submitted documents will be acceptable and considered, if, same are uploaded on the website along with tender offer. Cognizance of other physically submitted documents (if any) shall not be taken.

b) The physically submitted envelope of documents will be opened first. The tenders received without proof of deposit of pre-requisite EMD and RfP cost as well as e-service charges,shall be returned unopened to the respective bidder. The tender documents fees shall not be refunded.

**Earnest Money Deposit and the RfP+ e-service charges:-**

* The RFP document cost+ E-service Fee of**Rs. 6000/- (Rs. Six Thousand Only)** is to be deposited online by bidder against RfP No: SUDAH/ TPQM/ 2018-19/ 01. The proof of online deposit should be submitted in sealed Envelope-A.
* The EMD of Rs.**3,00,000/ (Rs. Three lakh Only)** is to be deposited online by bidder**.** The proof of depositof EMD shall be physically submitted in a sealed Envelope-A super scribing "**EMD &RfP cost + E-service fee of Rs. 3,00,000/- and Rs. 6000/- respectively**against RFP No: SUDAH/ TPQM/ 2018-19/ 01.
* No Proposal will be accepted without valid RfP cost and Earnest Money Deposit.
* **Any mismatch, if found in the documents submitted in physical form and that uploaded online, the documents submitted online shall be considered final and no justification regarding this shall be entertained by the Mission Director, State Urban Development Authority, Haryana.**

**Technical bid:-** Bidders must positively complete online e-tendering procedure at <https://www.ulb.haryanaeprocurement.gov.in>.They shall have to submit the documents as prescribed in the RfP online in the website. The website/e-portal may accept a file sizing upto 10 MB, however, the bidders may submit their complete bids (with all the requisite documents) in multiple files.

Hard copies of above technical bid/proposal must be submitted in a separate sealed envelope super-scribing "**Envelope-B”** technical bid for RfP No: SUDAH/ TPQM/ 2018-19/ 01 as prescribed in Bid-Data Sheet.

**Financial bid:-** Bidder must submit the Price/Financial bid document as per the format given in RfP/available online and uploaded as per instructions therein. **Physical submission of price bid will not be considered.** The financial bids of technically qualified bidders shall be opened online at the notified date. The bidder can view the financial bid opening date by logging into web-site.

* On the due date of e-tender opening, the technical bids of bidders will be opened online. **Mission Director, State Urban Development Authority, Haryana** reserves the right for extension of due date of opening of technical bid.
* **Mission Director, State Urban Development Authority, Haryana** reserves the right to accept or reject any or all tenders without assigning any reason what so ever.
* In case, due date for Physical submission & opening of tender happens to be a holiday, the due date shall be shifted to the next working day for which no prior intimation will be given.
* Any change/modifications/alteration in the RfP by the Bidder shall not be allowed and such tender shall be liable for rejection.

For amendment, if any, please visit www.ulbharyana.gov.in web site regularly. In case of any bid amendment and clarification, the responsibility lies with the bidders to note the same from web site. The **State Urban Development Authority, Haryana** shall have no responsibility for any delay/omission on part of the bidder.

1. **INVITATION FOR PROPOSALS (IFP)**

The State Urban Development Authority (SUDA), Haryana was constituted by Haryana Government in 1991 for the purpose of identification of urban poor families and implements various urban poverty eradication programmes launched by Govt. of India and Haryana Government from time to time. Presently, the SUDA, Haryana is State Level Nodal Agency (SLNA) for implementation/ monitoring the schemes of Integrated Housing & Slum Development Programme (IHSDP), Rajiv AwasYojana (RAY), Housing For All (HFA) Mission (Urban)-PardhanMantriAwasYojana (PMAY), National Urban Livelihood Mission (NULM) and identification of families living Below Poverty Line (BPL) in urban areas.

* 1. **Proposal Background**

The Ministry of Housing Urban Poverty Alleviation, Government of India has launched Housing For All Mission (Urban)/ Pradhan MantriAwasYojana (PMAY) - "Housing for All by 2022" a comprehensive urban housing scheme to achieve the objective that "By the time the Nation completes 75 years of its Independence, every family will have a pucca house with water connection, toilet facilities, 24x7 electricity supply and access". The scheme seeks to address the housing requirement of urban poor including slum dwellers and will be implemented through four major components/ verticals, giving option to beneficiaries & ULBs. The four components of the PMAY are:

* Slum rehabilitation of Slum Dwellers with participation of private developers using land as a resource
* Promotion of Affordable Housing for weaker section through credit linked subsidy
* Affordable Housing in Partnership with Public & Private sectors
* Subsidy for beneficiary-led individual house construction

The PMAY will be implemented as a Centrally Sponsored Scheme except the credit linked subsidy component, which will be implemented as a Central Sector Scheme. The scheme also prescribes certain mandatory reforms for easing up the urban land market for housing, to make adequate urban land available for affordable housing. Pradhan MantriAwasYojana (PMAY) envisages “Housing For All by 2022‟ by encouraging ULBs to tackle the problem of urban poor housing in a definitive manner. The Housing For All Plan of Action (HFAPoA) is an important instrument and the foundation for cities to attain the objective of PMAY. It is a citywide plan of action, which will provides the demand of housing by eligible beneficiaries in the ULB along with the interventions selected out of four verticals of the PMAY. For availing financial assistance under HFAM/PMAY from Central Govt. of India, the State/ULBs are required to prepare city-wise Housing For All Plan of Action (HFAPoA), Annual Implementation Plan (AIP) and Detailed Project Reports (DPRs) by carrying out certain preparatory exercise (i.e. door to door survey/collection of requisite data/information, data entry, assessment of urban poor status, devising development options for beneficiaries for verticals etc.).

For efficient execution of the approved projects under different verticals of PMAY-U, State Govt. intends to engage Third Party Quality Monitoring Agency (TPQMA) for quality monitoring of approved projects under PMAY of Haryana. The Mission Director, State Urban Development Authority, Haryana (SUDA,H) may increase or decrease the number of ULBs/Towns or projects as per its requirement at any time without assigning any reason(s).

* 1. **Letter of Invitation**

State Urban Development Authority, Haryana

Bays No. 11-14, Sector4, Panchkula

No. SUDA/TPQMA/RFP/2018-19/ Dated: 15-10-2018

1.

2.

3.

4.

5.

6.The State Urban Development Authority, Haryana (hereinafter “the Recipient‟) intends to receive grant from MoHUPA, GoI and State Government under Pradhan MantriAwasYojana (PMAY) - Housing For All 2022 (Urban) Mission to address the housing requirement of urban poor including slum dwellers residing in slums of different towns/ULBs (Municipal Corporations, Councils and Committees)

The State Urban Development Authority, Haryana (hereinafter the “Client”) now invites online **proposals** to provide the following:

***"*Engaging Third Party Quality Monitoring Agency (TPQMA) for all the towns of Haryana under Pradhan MantriAwasYojana-Urban (PMAY-U)*.***

Further details of the services requested are provided in the Terms of Reference (ToR) at Annexure D.

* 1. All information contained in this proposal should be treated as commercially confidential and you are required to limit dissemination on a need-to-know basis.
  2. A firm shall be selected under Quality and Cost Based Selection (QCBS 80:20) and procedures described in this RfP, in accordance with the procurement guidelines of the Govt. of Haryana.

The RfP includes the following documents:

1. Letter of Invitation
2. Annexure A :Bid Data Sheetand Instructions to Bidders.
3. Annexure B : Technical Proposal Submission Forms (Tech-1 to Tech-6).
4. Annexure C : Financial Proposal***(Only Online Submission).***
5. Annexure D :Terms of Reference.
6. Annexure E :Standard Contract Document.
7. Annexure F: Town-wise tentative details of approved projects.
8. Annexure G:Self-Assessment of Eligibility.
9. Annexure H:.Self-Assessment of Technical Evaluation.

Please note that while all the information and data regarding this RfP is, to the best of the Client’s knowledge, accurate within the considerations of scope of the proposed contract, the Client holds no responsibility for the accuracy of this information and it is the responsibility of the Consultant to check the validity of data included in this document. Firms intending to submit bids and seek any clarifications should inform the Client’s representative in writing or electronically not later than the date indicated for submission of clarifications in BDS.

Proposals will be evaluated technically and the financial bids of the qualifying firms will be opened following the QCBS procedure.

**The address for all correspondences with the Client is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Mission Director

State Urban Development Authority, Haryana, Panchkula

1. **Annexure-A: Bid Data Sheet/Data Sheet**

**7.1 : Bid Data Sheet**

|  |  |
| --- | --- |
| 1 | Name of the Client: Mission Director, State Urban Development Authority, Haryana |
| 2 | Method of selection: Quality and Cost Based Selection (QCBS) method. The selection process will be based on Quality and Cost based selection (QCBS) – (Lump sum) wherein 80% weightage will be given to the technical proposal and 20% to the financial proposal. |
| 3 | 1. Scanned copy Technical bid (each page including annexure, if any, properly numbered) has to be uploaded/ submitted online. One set (each page including annexure, if any, properly numbered) in hard have to be submitted in physical form: Yes 2. Only online separate Financial Proposal has to be submitted together with Technical Proposal: Yes 3. Separate envelope for **financial bid** (Clearly indicating **“Financial Bid of TPQMA”** : Yes   Title of Consulting Service is: Third Party Quality Monitoring Agency (TPQMA) for all the towns of Haryana under Pradhan MantriAwasYojana-Urban (PMAY-U). |
| 4 | **Bidders must submit the Technical Presentation with Technical Proposal.**  It shall include a brief of current assignment, its experience in similar assignments, approach and methodology, consultant’s work plan/details of key professionals, innovative ideas for undertaking the present assignment, etc.  Note: Only the Team Leader shall make the Technical presentation (Only on Client’s request). All the proposed key professional of the entire team of the Consultant must be presented to the Client before issue of Letter of Acceptance, work order, failing which the work order will not be issued. |
| 5. | * Apart from uploading e-tender on website, bidder has to deposit EMD and RFP & E-service fees online, the bidder is required to submit following documents in Envelope-A:  1. Proof of online deposit of RFP cost + E-service Fee of**Rs. 6,000/- (Rs. Six thousand only)** and EMD **Rs3,00,000/-(Rs. Three lakh only)** in Envelop-A 2. Affidavit (duly notarized) in Envelop-A, 3. Authority Letter to Sign on behalf of Consultant in Envelop-A, 4. Authority Letter for use of Digital Signature in Envelop-A and  * Technical Bid in Envelop-B with all relevant enclosures(As defined in clause 8.4 of Instructions to Bidders) |
| 6 | * The Consultant must submit the 01 printed set (in original and each page properly numbered) along-with duly filled in both the self-assessment formats (Eligibility and Technical Evaluation available at Annexure-H and I) of the Technical Proposal (**Envelop-B)** physically as well as submit same proposal in scanned copy (PDF) at <https://ulb.haryanaeprocurement.gov.in> in envelope-B. * Financial Proposal must be submitted online only (as per Annexure-C).   Note: **If financial bid submitted manually than bid may be rejected.** |
| 7 | The consultant must submit a scanned copy of the Technical Proposal online and online deposit EMD&RfP+e-service charges along-with other relevant document & Technical Proposal in their respective sealed envelopes (i.e. Envelope-A & Envelope-B).  The Financial Proposal to be submitted online only. |
| 8 | **Physical Submission:** For each Bid (refer letter of invitation) technical Proposals are to be submitted in sealed Envelope-B along-with proof of deposit of EMD &RfP+e-service charges. Thereafter, Envelope-A and Envelope-B should be put in a single wax-sealed envelope by clearly marking “Technical Bid for Third Party Quality Monitoring Agency (TPQMA) for all the towns of Haryana under Pradhan MantriAwasYojana-Urban (PMAY-U)) and **Do Not Open Except In The Presence Of The Evaluation Committee”.**  **Online Submission:** Scanned copy of Technical Proposal must be submitted Online in Envelope-B and along-with proof of online deposit of EMD and RfP+e-service charges |
| 9 | Both Envelop-A and Envelop-B (Technical Proposals) should be clearly marked, “**Envelop-A or “Envelop-B”** Proposal For [Title of consulting Service] – Do Not Open Except In The Presence Of The Evaluation Committee”. |
| 10 | A pre-bid meet/conference: Already held. |
| 11 | Client Representative:  Mr.Dinesh Sharma, Addl. Mission Director, State Urban Development Authority, Haryana. |
| 12 | Proposals must remain valid for 120 days after the submission date indicated in this Data Sheet. |
| 13 | The Consultant is required to include with its Proposal written confirmation of authorization to sign on behalf of the Consultant : Yes |
| 14 | Bidders Eligibility Criteria: Applicable.  Please refer 8.2 (eligibility criteria) |
| 15 | * Separate Financial Proposal(s) has to be submitted online only. * The Technical Proposalis to be submitted online along-with online deposit of EMD and RfP/E-service charges. * The Technical Proposals in original in hard along-with proof of online deposit of EMDand RfP/e-service charges has to be submitted by 29.10.2018 upto 4:00 PM. |
| 16 | Technical Proposals should be clearly marked ‘(TECHNICAL PROPOSAL) FOR [Title of Consulting Service: Third Party Quality Monitoring Agency (TPQMA) for all the towns of Haryana underPradhan MantriAwasYojana-Urban (PMAY-U)”].  DO NOT OPENEXCEPT IN THE PRESENCE OF THE EVALUATIONCOMMITTEE’. |
| 17 | A proof of online deposit of non-refundable RFP Cost+ e-service charges should be provided with Technical Proposal:Yes.  If Yes, the amount of the RFP Cost is Rs. 5000/ (Rs. Five thousand only) + E-service charges is Rs.1000/- (Rs. one thousand only), which have to be deposited online only. |
| 18 | A Bid Security/EMD must be submitted: Yes  An Earnest Money Deposit (EMD)/ Bid Security should be deposited online withTechnical Proposal: Yes  If Yes, the amount of the Ernest Money Deposit (EMD)/ Bid Security is Rs.3,00,000/- (Rupees Three lakh only), which has to be deposited online only. |
| 19 | The amount of the EMD/Bid Security is Rs. 3,00,000/- (Rupees Three lakhonly) for each Bid and the duration for validity of BidSecurity is 120 days. Bid security shall be refunded to the successful bidder upon signing of agreement with Mission Director, State Urban Development Authority, Haryana, Panchkula. Forunsuccessful bidders the bid security shall be refunded within 30 days aftersigning of agreement with the successful bidder. |
| 20 | A Performance Bond in the form of Bank Guarantee is to be submitted bythe successful Bidder before signing of Contract. Amount will be 5% of thecontract value; this may be provided as 100% Bank Guarantee. BankGuarantee will be made in the name of: Mission Director, State Urban Development Authority, Haryana, Panchkulaand drawn on a Nationalized or Scheduled Commercial Bank. |
| 21 | Currency for Proposals is: Indian Rupee |
| 22 | Address for communication/ submission of Proposals:  Mission Director,  State Urban Development Authority, Haryana,  Bays No. 11-14, Sector-4, Panchkula..  Ph: 0172-2570020, FAX: 0172-2570021, Email: [suda.haryana@yahoo.co.in](mailto:suda.haryana@yahoo.co.in) |
| 23 | Expected date for public opening of Financial Proposals: [Will be intimated to the qualified bidders separately] |
| 24 | Expected date for commencement of consulting services: (Within 7 days ofsigning the agreement with Mission Director, State Urban Development Authority, Haryana) |
| 25 | The proposals will be evaluated based on the information provided by the applicants and the evaluation will be done as per detailed criteria mentioned in RFP Document |
| 26 | The Time line to complete the assignment: 3 years. |
| 27 | The tentative details of approved projects (AHP+BLC) APPROVED BY GOI as under in Annexure-F. However, the number project/site visits may be decided by the Mission Director keeping in view the DUs number in a project. |

**8. Instructions to Bidders (ITB)**

**8.1. Introduction**

8.1.1 The Consultants are invited to submit a Technical Proposal as specified in theData Sheet. The Proposal shall be the basis for a signed Contract with the selectedConsultant.

8.1.2 The Consultant shall bear all costs associated with the preparation and submissionof its Proposal and contract negotiation.

8.1.3 The Client is not bound to accept any Proposal, and reserves the right to annul theselection process at any time prior to award of Contract without thereby incurring anyliability to the Consultant.

**8.2 Eligibility Criteria:** The bidders should satisfy the following minimum eligibility and those as specified inthe Data Sheet. Only those who satisfy these criteria should submit the proposal withnecessary supporting documents:

1. A Consultant may be a Private/ Govt. Entity as Partnership firm, Proprietary, or a Company incorporated under Indian Companies Act 1956, which is eligible as per the eligibility criteria specified in the Bid Data Sheet. The consultancy firm should be in operation in India at-least for last five years as on 31.03.2018 and should also satisfy the following:
   * + - 1. Government-owned enterprises in India may participate as a bidder only if they can establish that they: a) are legally and financially autonomous, b) operate under commercial law, c) they are eligible as per minimum criteria and d), are not dependent agencies of MoHUPA, MoUD, GoI ULB Department, Haryana, Haryana Government.
         2. Proposal(s) in consortium or Joint Venture shall not be allowed/ accepted.
         3. Consultant shall provide such evidence of their continued eligibility satisfactory to the Client, as the Client shall reasonably request.
         4. The Agency should have proper Firm/Company/Institution Regn. No., PAN, TAN, GST No. etc. under appropriate Act/Law.
2. The Agency should have experience of Third Party Quality Monitoring in civil works during the last 3 years.
3. The TPQMA should not have incurred any loss for the last 3 financial years which is mandatory clause as per reference guide of TPQM 2017 issued by MoHUA, Govt. of India. Bidders should submit audited statement showing their net balance / Profit for last three financial years.
4. The TPQMA deploys optimum number of experts as per the need of the projects.
5. The Agency should deploy a team of experts i.e. Senior Engineer, Civil as Team Lead and Engineer Electrical/Mechanical having experience of similar kind of projects and expertise in the concerned sectors as given in Clause 16.9Annexure-D of this document.
6. No conflict of interest prevails in the engagement.
7. Average annual turnover for the last three financial years (2014-15, 2015-16&2016-17) should be equal to or greater than Rs. 50.00 Lakhs.
8. The firm/agencyshould not be black-listed/de-listed/debarred by Govt. of India/Any other State Govt./Haryana Govt. or its Departments/agency(ies). The Prospective bidders are required to submit a separate notarized affidavit in this regard.

**Note:** Proposals without these documents will be treated as ineligible

**8.3 Clarifications of RFP Documents**

8.3.1 Consultants may request clarification on any of the RFP document up to specified number of days before the submission date as indicated in the Data Sheet.Any request for clarificationmust be sent in writing on company/agency’s letterhead under proper signature of authorized person, to the Client’s Representative whose address is provided in the Data Sheet. The Client will respond in form of pre-bid meet proceedings. Should the Clientdeem it necessary to amend the RFP as a result of a clarification, it shall do sofollowingthe procedure set out under Clause.

8.3.2 At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing and shall upload the same by standard electronic means. Accordingly, the Client may, at its discretion, extend the deadline for the submission of Technical Proposal. It is the responsibility of prospective bidder(s) to regularly view/login the relevant website(s).

**8.4Preparations of Proposals**

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

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

**8.5 Instructions for Submission of Proposal**

8.5.1 These instructions should be read in conjunction with information specific to the consulting services contained in the Covering Letter, Data Sheet and accompanying documents.

8.5.2 Proposals must be received before the deadline specified in the Data Sheet to tender. Proposals must be submitted to the address specified on the Data Sheet and delivered on or before the time specified in the Data Sheet.

8.5.3 Consultants shall submit one sealed envelope, containing the Technical Proposal along with the proof of online deposit of EMD and RfP cost + e-service charges.

**8.6 Technical Proposal (Online and also Physical) (see Annexure B)**

The Technical Proposal shall contain the following:

1. Covering Letter (Tech 1);
2. Affidavit (Tech 1.1.);
3. Legal Constitution & Number of Years of Existence; (Tech1.2);
4. Project detail sheets(in prescribed format) outlining previous experience of the firm in similar types of assignments completed during the past years (Tech. 2, 2.1 & 2.2.);
5. CVs of personnel to work on this project (in the CV please include name of staff, nationality of staff, profession/designation of staff, proposed position in the team, whether employee of the firm, number of years with the firm, key qualifications, education, experience and languages known), restricted to maximum of two (2) pages per CV (Tech 3);
6. List of proposed expert team and summary of CV particulars relevant to the project subject to maximum of two (2) pages (Tech 4);
7. Financial Standing (Annual Turnover) of agency; (Tech 5);
8. Description of Approach and Methodology; (Tech 6);
9. Three printed sets (original and its two copies) along-with duly filled in both the self-assessment formats (Eligibility and Technical Evaluation available at Annexure-G and H) of the Technical Proposal (**Envelope-B)** physically as well as submit same proposal in scanned copy (PDF format) at <https://ulb.haryanaeprocurement.gov.in>in envelope-B.
10. Matters not appropriate in any other section. This includes: written confirmation authorizing the signatory of the Proposal to commit the Consultant;

8.7 No mention of your commercial response should be made anywhere in the Technical Proposal, unless specified in the Data Sheet; non-confirmation will result in automatic disqualification of the Consultant’s Proposal.

**8.8 Financial Proposal (to be submitted online only) (See Annexure C)**

The Financial Proposal shall be submitted strictly as per Format given in Annexure-C.

**8.9 Submission Instructions**

8.9.1 Consultants are expected to carefully review the contract provisions attached in the RFP for preparation of their Proposals.

8.9.2 The Consultant shall submit Proposals using the appropriate submission sheets provided in Annexure B & C. These forms must be completed without any alteration to their format, and no substitutes will be accepted. All fields shall be completed with the information requested.

**8.10 Proposal Validity**

8.10.1 Proposals shall remain valid for the period specified in the Data Sheet commencing with the deadline for submission of Proposal as prescribed by the Client.

8.10.2 A Proposal valid for a shorter period shall be considered non-responsive and will be rejected by the Client.

8.10.3 In exceptional circumstances, prior to the expiration of the proposal validity period, the Client may request Consultants to extend the period of validity of their Proposals. The request and the responses shall be made in writing. A Consultant may refuse the request. A Consultant granting the request shall not be required or permitted to modify its Proposal.

8.10.4 During the Proposal validity period, Consultants shall maintain the availability of experts nominated in the Proposal. The Client will make its best effort to complete negotiations within this period.

**8.11 Format and signing of Proposals**

Scanned copies of following may be uploaded on the portal.

8.11.1 Technical Proposal (One Original only) shall be placed in an envelope clearly marked “TECHNICAL PROPOSAL - ORIGINAL’’.

8.11.2 Financial Proposal should be submitted online only.

8.11.3 The Proposal shall be typed or written in indelible ink and shall be signed by aperson duly authorized to sign on behalf of the Consultant. This authorization shall consist of a written confirmation and shall be attached to the Technical Proposal. The name and position of each person signing the authorization must be typed or printed below the signature. Any interlineations, erasures, or overwriting shall be valid only if signed or initialed by the person signing the Proposal.

8.11.4 The Client may, at its discretion, extend the deadline for the submission of Technical Proposal by amending the RFP in accordance with Clause 8.3.2, in which case all rights and obligations of the Client and Consultants subject to the previous deadline shall thereafter be subject to the deadline as extended.

**8.12 Evaluation of Technical Proposals**

8.12.1 Criteria for Evaluation of Technical Proposals

8.12.2 Technical proposal of all the Applicants will be evaluated based on the following Evaluation Criteria.

8.12.3 Technical proposals of all the Applicants will be evaluated based on QCBSsystem. Evaluation of the proposals will be done by the evaluation committee as perthe parameters mentioned below:

| **Sr.**  **No.** | **Criteria** | **Score** | **Evaluation Criteria** |
| --- | --- | --- | --- |
| **I. Past Experience of Agency-35 Marks** | | | |
| **1.** | **Specific Experience** of consultant related to the present assignment in last 5 (five ) financial years i.e. 2013-2014 to 2017-2018***,***  ***(for completed projects, completion certificate from client to be attached and for on-going projects, work orders issued by the client to be attached)*** | **20** | *Max. 10 marks for 1 completed project each + 5 marks for other on-going project.* |
| **2.** | Past Experience of agency handling works of Government of India / State Governments in the past ***(for completed projects, completion certificate from client to be attached and for on-going projects, work orders issued by the client to be attached)*** | **15** | >*3 &<=5 Years=10 marks >5&<=10 Years=12 marks >10 Years =15 marks* |
| **II. Average Annual Turnover in last three financial years-15 Marks** | | | |
|  | Average Annual Turnover in last 3 financial years (2013-14, 2014-15 and 2016-17) | **15** | >*50 lakh &<=75 lakhs =05 marks*  *>75 lakh &<=100 lakhs=10 marks*  *>100 lakhs =15 marks* |
| **III. Approach, Methodology for the proposed Assignment/Job-20 Marks** | | | |
| **A** | **Understanding of Objectives** |  |  |
|  | General Understanding. | **5** | General understanding of the project requirements; |
|  | |  | | --- | | Components coverage-proposed approach covers all requirements of ToR | | **5** | Coverage of principal components as requested in TOR; and site visit assessment |
| **B** | Quality of Methodology/Approach | **3** | The degree to which the presented written methodology /approach addresses the requirements of the TOR. |
| **C** | Innovativeness/Comments on Terms of Reference | **2** | Relevance and innovativeness of comments w.r.t project. |
| **D** | Team Composition | **5** | Relationship between required person-months and proposed work program. |
| **III. Team structure (Personnel (CVs)-30 Marks** | | | |
| **a.** | Team leader (Senior Engineer, Civil) Relevant experience of Senior engineer(s) as given in Clause 16.9 under Annexure D of the proposal (detail documents of qualification and experience along with the thorough knowledge of the subjects is to be enclosed categorically) | **18** | 03 marks of each Senior Engineer will be obtained on submission of all required documents for qualification and experience as per reference guide for TPQM 2017 by MoHUA, GoIas given in clause 16.9 under Annexure D of the this document. |
| **b.** | Engineer (Mechanical /Electrical) Relevant experience of Engineer engineer(s) as given in Clause 16.9 under Annexure D of the proposal (detail documents of qualification and experience along with the thorough knowledge of the subjects is to be enclosed categorically) | **12** | 02 marks of each Engineer will be obtained on submission of all required documents for qualification and experience as per reference guide for TPQM 2017 by MoHUA, GoIas given in clause 16.9 under Annexure D of the this document. |
|  | **TOTAL** | **100** |  |

|  |
| --- |
| **Note:**  **Nil Marks shall be awarded for below the prescribed qualification and experience**  **The Bidder has to submit the CVs.**  **The persons, whose CVs are proposed in the bid, shall not be allowed to change. In case of any urgency, Mission Director, State Urban Development Authority, Haryana may consider request of the bidder.** |

The Technical Proposal must include an undertaking by the bidder (consortium/Joint Venture is not allowed for this project) stating that the Consultant/bidder proposed in the present proposal has not been demobilized for poor/unsatisfactory performance from any project during the last five years. The undertaking must be a separate document and forms an indispensable part of the Technical Proposal.

Any bidder which proposes to use a consultant who is already committed on any other project/contract and whose deployment on the new contract would be in conflict with the working of any existing contract shall be scored zero against that position.

The Consultant shall submit the details of full team while submitting the bids and no changes in key professionals during implementation of the assignment is allowed. However, in case of exigencies like health reasons, the changes in key professionals will be admissible provided they are equivalent or better than the original CVs, in which case, the penalty as defined in clause 17.2.4.3 of General Conditions of Contract shall be levied.

**8.13 Evaluation of Technical Proposals**

8.13.1 The eligibility criteria will be first evaluated as defined in Notice Inviting Request for Proposals for each bidder. Detailed technical evaluation will be taken upin respect of only those bidders, who meet with the prescribed minimum qualifying eligibility criteria. The bidders securing minimum 70% marks in technical evaluation shall be considered for opening of financial proposals. The selection process will be based on Quality and Cost based selection (QCBS) – wherein 80% weight-age will be given to the technical proposal and 20% to the financial proposal.

8.13.2 The State Urban Development Authority, Haryana will constitute an Evaluation Committee for evaluation of Proposals received.

8.13.3 The evaluation committee evaluates the Technical Proposals on the basis of Proposal’s responsiveness to the TOR using the evaluation criteria system specified in the RFP. A Proposal shall be rejected if it does not achieve the minimum qualifying eligibility criteria.

8.13.4 A Technical Proposal may not be considered for evaluation in any of the following cases:

1. the Consultant that submitted the Proposal failed to make a proper statement effect in the cover letter ; or
2. the Consultant that submitted the Proposal was found not to be legally incorporated or established in India; or
3. the Technical Proposal was submitted in the wrong format
4. The Technical Proposal reached the State Urban Development Authority, Haryana after the submission closing time and date specified in the Data Sheet.

8.13.5 After the technical evaluation is completed, the State Urban Development Authority, Haryana shall notify Consultants whose Proposals did not meet the minimum qualifying technical eligibility criteria/score or Consultants who’s Technical Proposals were considered non-responsive to the RFP requirements, indicating that their Financial Proposals will not be opened/ downloaded. The State Urban Development Authority, Haryana shall simultaneously notify, in writing to the consultants who's Technical Proposals qualified minimum qualifying technical eligibility criteria/score, indicating the date,time, and location for opening of Financial Proposals. (Consultants’ attendance at the opening of Financial Proposals is optional).

8.14 **Public Opening and Evaluation of Financial Proposals**

8.14.1 Public Opening of Financial Proposals –

8.14.1.1 At the public opening of Financial Proposals, Consultant representatives who choose to attend will sign an Attendance Sheet.

8.14.1.2 The client’s representative will download the financial proposal of each of only qualified technical Proposal. Such representative will read out aloud the name of the Consultant and the total price shown in the Consultant’s Financial Proposal. This information will be recorded in writing by the Client’s representative.

**8.14.2Evaluation of Financial Proposals**

8.14.2.1 Financial proposals shall be downloaded publicly and read;

8.14.2.2 Consultants’ attendance at the opening of Financial Proposals is optional.

8.14.2.3 The evaluation committee will review the detailed contents of eachFinancial Proposal. During the review of Financial Proposals, the Committee and representatives of State Urban Development Authority, Haryana designated by the Mission Director, State Urban Development Authority, Haryana involved in the evaluation process, will not be permitted to seekclarification(s) or additional information(s) from any Consultant, who has submitted aFinancial Proposal. Financial Proposals will be reviewed to ensure these are:

1. complete, to see if all items of the corresponding Financial Proposal are priced,
2. Computational errors if there are will be corrected;

**8.15.Method of selection Agency/Firm:**

**The technical quality of the proposal will be given weight of 80%,** the method of evaluation of technical qualification will follow the procedure given in Para 8.13 above.

The price bids of only those consultants who qualify technically **(Minimum Qualifying Marks: 70%)** will be opened. The proposal with the lowest cost may begiven a financial score of 100 and the other proposal given financial score that areinversely proportionate to their prices. **The financial proposal shall be allocated weight of 20%.** For working out the combined score, the employer will use thefollowing formula:

Total points = T (w) x T (s) + F (w) x LEC / EC, where

T (w) stands for weight of the technical score.

T (s) stands for technical score

F (w) stands for weight of the financial proposal

EC stands for Evaluated Cost of the financial proposal

LEC stands for Lowest Evaluated Cost of the financial proposal.

The proposals will be ranked in terms of total points scored. The proposal withthe Highest Total Points (H-1) will be considered for award of contract and will becalled for negotiations, if required.

**8.16. Award of Procurement Services/ Letter of Award (LOA)**

State Urban Development Authority, Haryana will issue Letter of Intent (LoI) in favour ofbidder who will come first by QCBS method. A Letter of Award (the “LOA”) shall beissued, in duplicate, by State Urban Development Authority, Haryana to the Selected Agency and the SelectedAgency shall, within 7 (seven) working days of the receipt of the LOA, sign and return theduplicate copy of the LOA in acknowledgement thereof.

**8.17. Execution of Agreement**

After acknowledgement of the LOA as aforesaid by the Selected Applicant, itshall execute the Contract Agreement within the period of 7 working days from the date ofissuance of LOA.

**Annexure B: Technical Proposal Submission Forms**

**(To be submitted online as well as physically)**

**9. Tech 1: Covering Letter**

(On Agency’s Letter-Head)

Location, Date]

To

The Mission Director,

State Urban Development Authority, Haryana,

Bays No. 11-14, Sector-4, Panchkula (Haryana).

Dear Sir,

We, the undersigned, offer to provide the Consulting Services for [Insert title ofassignment]in accordance with your Request for Proposal dated [Insert Date] and ourProposal.

We are hereby submitting our Proposal, which includes the Technical Proposal insealed envelope.

We hereby declare that we have read the Instructions to Bidders included in theRFP, and abide by the same.We hereby declare that all the information and statements made in this Proposal aretrueand accept that any misleading information contained in it may lead to ourdisqualification.We confirm that all personnel named in the tender will be available toundertaketheservices.

We undertake, if our Proposal is accepted, to initiate the Consulting Services relatedtotheassignment not later than the date indicated in the Data Sheet.

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

Yours faithfully,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

**Attachments:**

* + - 1. Power of Attorney in the name of authorized representative to be enclosed.
      2. Undertaking(s).
      3. Affidavit(s).

**9.1 Tech 1.1: Affidavit**

**||SPECIMEN AFFIDAVIT||**

(To be contained in Envelope- A)

(On Non Judicial Stamp of Rs. 100/-)

I/we \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ who is/are\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(status in the firm/company) and competent for submissions of the affidavit On behalf of M/S\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Consultant/Contractor) do solemnly affirman oath and state that:

I/we am/are fully satisfied for the correctness of the certificates/records submitted in support of the following information in bid documents which are being submitted in response tonotice inviting e-tender No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Name of Work) dated \_\_\_\_\_\_\_ issued by the \_\_\_\_\_\_\_\_\_ (Name of the department/ULB).

I/we am/are fully responsible for the correctness of following self-certified Information/ documents and certificates:

* + - 1. That the self-certified information given in the bid document is fully true and authentic.
      2. That:

1. The proof of online deposit of Earnest Money Deposits andcost of RFP/bid document +E-service charges and other relevant documents provided are authentic;
2. Information regarding financial qualification and annual turnover is correct; and
3. Information regarding various technical qualifications is correct.
4. Submitted separate notarized Affidavit about eligibility clause 8.2 viii.
   * + 1. No close relative of the undersigned and our firm/ company is working in the SUDA,H, Urban Local Bodies Department/ ULBs of Haryana.

Or

Following close relatives are working in the SUDA,H, Urban Local Bodies Department/ ULBs of Haryana:

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Post \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Present Posting \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**Signature with Seal of the Deponent (Bidder)**

I/we, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ above deponent do hereby certify that the facts mentioned in above are correct to the best of my knowledge and belief. Verified today\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (dated) at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (place).

**Signature with Seal of the Deponent (Bidder)**

***Note: Affidavit duly notarized in original shall reach the Office of State Urban Development Authority, Haryana, Bays No.11-14, Sector-4 Panchkula (Haryana) as per Physical Submission Date mentioned in the Key-Dates.***

On Agency’s Letter-Head)

**9.2 Tech 1.2: Legal Constitution & Number of Years of Existence**

|  |  |
| --- | --- |
| **Organization Name:** | |
| 1. Status / Constitution of theOrganization : |  |
| 1. Name of Registering Authority : |  |
| 1. Registration No.: |  |
| 1. Date of Registration: |  |
| 1. Place of Registration: |  |
| 1. Complete Address (Permanent and Correspondence along-with contact person and telephone, fax numbers and email address): |  |
| 1. P.A.N. |  |
| 1. T.A.N. |  |
| 1. G.S.T. No. |  |
| 1. Any other important information: |  |

For and on behalf of: (Company Seal)

Signature:

Name :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Designation :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

LL No.:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

FAX No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mb No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Authorized Representative and Signatory)

Note: Please provide copy of the registration certificate from the appropriateRegistering Authority.

On Agency’s Letter-Head)

**10. Tech 2:**

1. **Project Detail Sheet:**

(Supporting the**Specific Experience** of consultant related to the present assignmentin last 5 (five) financial years)

**(Please use separate sheet for each assignment)**

|  |  |
| --- | --- |
| Assignment name: |  |
| Approx. value of the contract (in Rs): |  |
| State |  |
| City name: |  |
| Name of Client: |  |
| Address of Client: |  |
| Start date (month/year): |  |
| Completion date (month/year): |  |
| Narrative description of Project in brief: | |
| Description of actual services provided by your firm in the assignment: | |
| Name of Senior Staff (Project Director/Coordinator, Team Leader) involved from your firm and functions performed indicated whether regular full-time employees of your firm or part-time/independent | |
| Documents attached to support the claim as desired: | |

**Note: The bidder(s) are required to submit proper proof (duly attested/ signed document by the client) to support/ proving the claim.**

Authorized Signatory [In full initials and Seal]:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of the Organization: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

On Agency’s Letter-Head)

**10.1 Tech 2.1:**

1. **Project Detail Sheet**

(Supporting the past experience of agency handling works of Government of India / State Governments)

**(Please use separate sheet for each assignment)**

|  |  |
| --- | --- |
| Assignment name: |  |
| Approx. value of the contract (in Rs): |  |
| State |  |
| City name: |  |
| Name of Client: |  |
| Address of Client: |  |
| Start date (month/year): |  |
| Completion date (month/year): |  |
| Narrative description of Project in brief: | |
| Description of actual services provided by your firm in the assignment: | |
| Name of Senior Staff (Project Director/Coordinator, Team Leader) involved from your firm and functions performed indicated whether regular full-time employees of your firm or part-time/independent | |
| Documents attached to support the claim as desired: | |

**Note: The bidder(s) are required to submit proper proof (duly attested/ signed document by the client) to support/ proving the claim.**

Authorized Signatory [In full initials and Seal]:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of the Organization: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

On Plain paper

**11. Tech 3:Curriculum Vitae (CV) for Proposed Experts**

Proposed Position ………………………………………………………

(Please fill separate format for proposed all proposed experts)

1. **Name Of Staff:**

[Insert full name]:

1. **Mobile No & Email Id:**
2. **Date of Birth:**
3. **Nationality:**
4. **PAN Card**
5. **Aadhar No.**
6. **Education**: [year] [name of institution and degree]
7. **Membership of Professional Associations:**
8. **Other Training:**
9. **Countries of Work:**

[List countries where staff has worked in the last ten years]

1. **Languages:**

[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:

1. **Professional Background** [Description]
2. **Employment Record**

[starting with present position, list in reverse order every employment held member by staff since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions here.]:

From [Year]: To [Year]:

Employer:

Positions held:

1. **Professional Experience**

[Month and year start to finish]

[Name of project and client]

[Descriptive paragraph of 4-5 sentences on each assignment, position held, responsibilities undertaken and achievements attained.]

1. **Detailed Tasks Assigned**

[List all tasks to be performed under this Assignment/job.

1. **Work Undertaken that Best Illustrates capability to Handle the Tasks Assigned**

[Among the Assignment/jobs in which the staff has information been involved, indicate the following for those Assignment/jobs that best illustrate staff capability to handle the tasks listed under point 14.]

Name of Assignment/job or project: Year:

Location:

Employer:

Main project features:

Positions held:

Activities performed:

Certification:

I, the undersigned, certify to the best of my knowledge and belief that:

1. This CV correctly describes my qualifications and experience;
2. In the absence of medical incapacity I will undertake this assignment for the duration and in terms of the inputs specified for me in the Technical Bid provided team mobilization takes place within the validity of this Bid or any agreed extension thereof. I understand that any willful misstatement herein may lead to my disqualification or dismissal, if engaged.

[Signature of expert or authorized representative]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Name of Expert/Authorized signatory].

On Agency’s Letter-Head)

**12. Tech 4: Expert Team and Summary of CV Information**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Family**  **Name,**  **First Name** | **Position**  **Assigned** | **Task**  **Assigned** | **Employment**  **Status with**  **Firm**  **(full-time, or**  **other)** | **Education/**  **Degree**  **(Year /**  **Institution)** | **No. of years**  **of**  **relevant**  **project**  **experience** |
|  |  |  |  |  |  |
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Authorized Signatory [In full initials and Seal]: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of the Organization: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

On Agency’s Letter-Head)

**13. Tech 5: Financial Standing (Annual Turnover)**

**Certificate from the Statutory Auditor regarding the Average Annual Turnover of the organization**

It is to certify that the average annual turnover of M/s \_\_\_\_\_\_\_\_\_\_\_\_ (Name of Agency/Firm/bidder),\_\_\_\_\_\_\_\_\_\_\_\_\_(with complete address) is equal or above Rs. 200.00 lakh (Rs. Two hundred lakh) for the last 3 financial year ending of month 31st March, 2016.

Based on its books of accounts and other published information authenticated by it (Agency/Firm/bidder), this is to certify that…………………………………………..… (Name of the Bidder) had, a Total turnover of Rs. ………Lakhs for the last three Financial Years, and the year-wise details of turnover arenoted below:

|  |  |  |
| --- | --- | --- |
| **Financial Year ending**  **31st March** | **Total Turnover**  **(Rs. in Lakhs)** | **Profit or loss** |
| 2014-15: |  |  |
| 2015-16: |  |  |
| 2016-17: |  |  |
| **Total Turnover for last 3 financial years:** |  |  |
| **Average Annual Turnover for last 3 financial years:** |  |  |

Name of the audit firm/ Chartered Accountant:

Seal of the Statutory Auditors (CA Firm):

(Signature, name and designation and registration Number of the Chartered Accountant)

Date:

Note: **Please provide certified copies of Audited Financial Statements (Balance Sheets and Profit &Loss account) an of theorganization/agency for overthe last three Financial Years.**

On Agency’s Letter-Head)

**14. Tech 6: Description of Approach, Methodology and Work Plan**

**(Not more than 1000 words)**

A description of the General Understanding, Components coverage-proposed approach covers allrequirements of ToR, Innovativeness/Comments on Terms of Referenceand Team Composition.

|  |  |  |
| --- | --- | --- |
| General Understanding. | **5** | General understanding of the project requirements; |
| |  | | --- | | Components coverage-proposed approach covers all requirements of ToR | | **5** | Coverage of principal components as requested in TOR; and site visit assessment |
| Quality of Methodology/ Approach. | **3** | The degree to which the presented written methodology /approach addresses the requirements of the TOR. |
| Innovativeness/Comments on Terms of Reference | **2** | Relevance and innovativeness of comments w.r.t project. |
| Team Composition | **5** | Relationship between required person-months and proposed work program. |

Please explain your understanding of the Objectives of the assignment as outlined in theTerms of Reference (TORs), the team structure, and the Proposal Presentation you wouldadopt for implementing the tasks to deliver the expected output(s), and the degree of detail ofsuch output. Please do not repeat/copy the TORs in here.

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

**Annexure C: Financial Proposal (to be submitted online only)**

**15. Financial Proposal**

To

The Mission Director,

State Urban Development Authority, Haryana,

Bays No. 11-14, Sector-4, Panchkula (Haryana).

**Sub: Financial Bid /proposal for Third Party Quality Monitoring Agency (TPQMA) for all the towns of Haryana under Pradhan MantriAwasYojana-Urban (PMAY-U).**

Dear Sir,

We are pleased to quote/submit our financial proposal for the Third Party Quality Monitoring Agency (TPQMA) for all the towns of Haryana under Pradhan MantriAwasYojana-Urban (PMAY-U). I/We \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Consultantherewith enclose the Financial Proposal for selection of my/our firm as Consultant forSubject assignment.

For Consultancy Services, our fee per visit to project/cluster of PMAY-Uis Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_\_(in figures) (Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in words). The quoted rates are inclusive of all kind of out of pocket expenses, Travelling expenses etc. and no further amount shall be claimed over and above rate quoted above.

The fee mentioned above is inclusive of all kind of taxes.

Our financial proposal shall be binding upon us subject to the modifications resulting fromcontractnegotiations, up to expiration of the validity period of the Proposal, i.e. 120 daysfrom the last date notified for submission of the proposal.

|  |  |  |
| --- | --- | --- |
| **Sr.**  **No.** | **Item** | **Amount per visit**  **(INR, includingof all kind of taxes)** |
| 1. | Consultancy Services for Third Party Quality Monitoring Agency (TPQMA) for all the towns of Haryana under Pradhan MantriAwasYojana-Urban (PMAY-U). |  |

Yours faithfully,

Signature:

Full Name:

Designation:

Address:

Tel.: Nos. (O)

(R)

(M)

E-mail: Fax No:

**16. Annexure D:Terms of Reference (ToR)**

* 1. **Project Background**

Government of India has launched Pradhan MantriAwasYojana (PMAY) - “Housing for All. The mission seeks to address the housing requirement of urban poor including slum dwellers through following programme verticals:

* Slum rehabilitation of Slum Dwellers using land as a resource
* Promotion of Affordable Housing for weaker section through credit linked subsidy
* Affordable Housing in Partnership with Public & Private sectors.
* Subsidy for beneficiary-led individual house construction (BLC) (New + Enhancement)
  1. **Objectives:**

Effective monitoring of ongoing project(s) is a key to successful completion of any project with monitoring of quality being most significant aspect. A State level mechanism for **Third Party Quality Monitoring** of projects sanctioned under PMAY has been evolved with the following objective:

1. Review and monitoring of quality of all PMAY projects implemented by ULBs/ Implementing Agencies.
2. Provide a structured report on the quality of projects under PMAY.

States should draw up their quality monitoring and assurance plans involving third party agencies. Such visits should include the visits by third party agencies to the project site and to advise State and Urban Local Bodies/ Implementing Agencies on quality related issues.

On the basis of quality assurance report by such agencies, States and ULBs/IAs should take both preventive and curative measures to ensure that standard quality houses and infrastructure are constructed under the mission.

The independent reports from TPQMA will help to identify the constraints and issues in the project implementation and enable a corrective action if necessary.

* 1. **Scope of Work**

This Terms of Reference is to support State Urban Development Authority, Haryana, Bays 11-14, Sector 4, Panchkula in the implementation of Pradhan MantriAwasYojana (PMAY) as per the TPQMA guidelines issued by Ministry of Housing Urban Poverty Alleviation, Government of India and to achieve the ultimate objective of providing **Housing For All by2022**. The terms of reference shall be liable to adapt to subsequent amendments in theguidelines by MoHUA. For Mission Strategy, Mission Components, TPQMA guidelines and further details available at [TPQMA Guidelines 2017.](http://moud.gov.in/upload/uploadfiles/files/2TPQMA_Guidelines_for_Print%242017Jun28155048.pdf)The overall scope of work of the Consultant shall cover the following**:**

At present there are approved 308 (Three hundred) BLC projects under PMAY (U) in 80 (Eighty) Urban Local Bodies of Haryana. These BLC projects may be clubbed as cluster to make a single unit as per instructions/guidelines of Ministry of HUA. The State is in process of inviting proposals for constructions houses under AHP and ISSR policies and such projects shall also be approved in due course of time. The number of such approved projects under AHP and ISSR shall also be part of this project/work. The Third Party quality Monitoring agencies (TPQMA) will be responsible for monitoring the all ongoing projects as well as future projects which may be approved under PMAY (U) from time to time. The total number of projects under BLC, AHP & ISSR may be increased or decreased as per instructions/approval of State govt.and GoI. TPQM will be done for all projects which are being constructed under BLC, ISSR and AHP verticals of PMAY (U). However, the cluster approach shall be adopted for BLC projects as defined in TPQM guidelines issued by GoI.

In case of BLC projects, a systematically selected sample of houses may be monitored. The sampling should be done through a transparent and well-defined process to cover all the BLC Projects in the city in a holistic way, leading to selection of a representative sample. The recommended sample size for monitoring BLC houses is 10% of DUs or 50 DUs, whichever is more. In cities where there are multiple ‘BLC projects’ with less than or equal to 500 DUs, the SLNA/TPQMA may consider forming of clusters of around 500 or more DUs which could then be considered as a single unit/project to draw bigger samples of more than 50 DUs which can be covered under one TPQM. In towns where there are less than 50 DUs, all shall be covered in TPQM.

The TPQMA will undertake field visit for ascertaining quality of construction at various stages of construction. Site visits will be organized at different stages as indicated by the implementing agencies as 'milestones' in their work plan, which may consist of intermediate stages of development of work or contracting packages. These visits shall be preferably at the beginning i.e. 10-15 % of progress, mid of construction i.e. 50-60 % of progress and completion i.e. 85-100 % of progress with the objectives as under:

1. Schedule the field visits in the cities across the State/UT after proper coordination at State/ ULB level.
2. Examine project documentation with respect to sanctioned covenants.
3. Review of land requirement/ availability, Site preparation & other statutory clearances.
4. Review of project implementation plan and procurement process.
5. Review of approved quality monitoring plan.
6. Review of Safety and Health aspects.
7. Examine Convergence with the Central/ State scheme.
8. Beneficiary participation/ satisfaction in the project.
9. Annual Quality Monitoring Plan for the every year (Format is at Annexure-1)
10. Report on Quality Assurance. (Formats are at Annexure-2,2A&3)
11. Remedial measures to improve quality of the project.
12. File report in a timely manner.
13. Follow-up action of the report, which would be ascertained in the next report.

The TPQM agencies will undertake field visit for ascertaining quality of construction at various stages of construction at various stages of construction as per PMAY (U) TPQM Reference Guide for Third Party Quality Monitoring – 2017 issued by MoHUA, Government of India.

The TPQMA will conduct 3(three) field visits for each construction per ULB depending on the progress of the project and as per the guidelines of Government of India.

* 1. **Time Frame:**

The services of the TPQMA are required to be rendered for **3 years**. The contract may be extended as per requirement of the project depending upon work performance of the consultant and timely submission of deliverables. The number of visits will be restricted to 3 (three) Nos. The TPQMA will undertake field visit for ascertaining quality of construction at various stages as mentioned in the TPQMA guideline 2017 issued by MoHUA, GOI. The report is to be submitted within a fortnight after the visit to project site as per annexure 2,2A and 3 given in this document. The TPQMA will submit its report to the State level Nodal Officer of State Level Nodal Agency of PMAY (U), the State Urban Development Authority, Haryana.

**Timeline**

|  |  |  |
| --- | --- | --- |
| **Milestone** | **Submission by selected Agency** | **Approval by SUDA,H** |
| Submission of Inception report | 30 days from signing of contract Agreement | 30 days from submission |
| Submission Annual Quality Monitoring Plan for the every year | One month before commencement work/project and each financial year | 15 days from submission |
| Site visit report | 15 days after visit | 15 days from submission |
| Quarterly report (financial year) | Quarterly | 30 days from submission |

Note:

1. Inception report consists of the detailed study of the existing projects (physical and financial status) and upcoming projects, plan of action for the work.
2. Annual Quality Monitoring Plan for the every year will be as prescribed in the Annexure-1
3. Site visit report will be as prescribed in the annexure (2, 2A&3)
4. Quarterly report consists of the summary of the sanctioned submitted.
   1. **Outcome and Deliverables:**

TPQM agencies will undertake desk review of documents and make field visits for to each project as mentioned above and according to TPQM Reference Guide of MoHUA, GoI. ‘Visits’ include examining/reviewing project documents and implementation and conducting any required tests/assessments and report writing. After every visit TPQMA will submit its detailed report indicating the sample selection procedure and their detailed findings. The report should also include the information in the prescribed format of The Reference Guide For Third Party Quality Monitoring -2017 issued by MoHUA, GoI. For each project for every field visit the TPQMA will submit three hard copies of their report to the State level Nodal Officer (SLNO), PMAY (U) in the State Urban Development Authority, Haryana, Panchkula.

TPQMA shall provide reasonable advance notice of the planned visit to site, schedule of meeting for review and documents required for review etc. to the implementing agency/ULBs with intimation to State Level Nodal Agency (SLNA). SLNA shall communicate clear directions and guidance to ULBs and Implementing Agencies for extension of cooperation, sharing of information and all necessary assistance to TPQM Agencies.

* 1. **Support and Inputs to the TPQMA:**

The State Level Nodal Officer of State Level Nodal Agency, Haryana all related information required for the field visit to the TPQMA subject to availability. The respective ULBs will assist the TPQMA team for conducting necessary site visits and will extend all necessary help to the team.

* 1. **Bid- Submission and Evaluation:**

Separate Technical and Financial bids should be submitted to SLNA in two separate sealed envelopes super scribed in the envelope as "Envelope No.1 (Technical bid for Third Party Inspection & Monitoring Agency for PMAY Projects" and "Envelope No.2 (Financial bid for Third Party Inspection & Monitoring Agency for PMAY Projects)". A Pre-bid conference would be held by SLNA to provide clarifications as may be necessary. SLNA reserves the right to accept or reject any bid. Only valid technical and financial bids are eligible. The technical bids are to be evaluated as per criteria stipulated in **Para6.3.3 of Evaluation of technical proposals** and financial bids will be opened only forthose Agencies which qualify the benchmark set for technical bids.

* 1. **Proposals - Content and Evaluation:**

The technical proposal will comprise profile, credentials and experience of the firm, the proposed team and their detailed CVs, methodology and tasks assigned. **Financialproposal should mention fees lump sum fee for each project site/cluster visit in the prescribed Financial Bid format**. All applicable taxes should be indicated separately.Evaluation of proposals shall be carried in two stages. Technical bid will be evaluated first and financial bid will be opened only for Agencies qualifying the technical TPQMA benchmark. The **maximum charges** as stipulated in ‘**Reference Guide for Third PartyQuality Monitoring 2017’** will be applicable. In case lower rates are obtained throughRFPs, the same will apply as terms of payment.

* 1. **Personnel Requirements:**

It is envisaged that for quality monitoring of approved projects, there will be a team of one senior manager and one junior engineer for site visits of projects in different cities.The senior manager will act as a team leader. For more site visits in a month (depending upon number of projects), the agency is expected to provide additional teams if required from time to time during the term of the contract.

Experts from TPQMA are expected to be optimally deployed as per the need of individual projects. The team members of the TPQMA are expected to be highly qualified in their respective areas of expertise. They are expected to have adequate experience in similar projects. The job description for each position including qualification and experience according to Reference Guide for Third Party Quality Monitoring-2017 issued by MoHUA, GoI is given below:

| **Sr. No.** | **Position** | **Job Description** | **Qualification & Experience** |
| --- | --- | --- | --- |
| **1.** | **Team Leader**  **(Senior Engineer, Civil)** | To lead the team of professionals engaged to carry out the job of monitoring of housing and infrastructure projects.  Responsible for ensuring the overall outcome and activity based support envisaged for the TPQMA.  Co-ordinate with team member and report to the SLNA on progress of outcomes.  Be responsible for the overall management of the Agency and budget, and for the timely and efficient delivery of outputs.  Closely monitor the performance in collaboration with the SLNA to ensure that requirements related to PMAY are fully addressed.  Liaise with external stakeholders as per the requirements of the scheme | * Graduate in Civil Engineering **with** at least 15 years of experience. * Experience in the urban sector, of which at-least 3 years should have been on leading monitoring agencies. * Shall have a thorough knowledge of : * Latest specifications pertaining to Building & infrastructure works * Related publications according to which the works are required to be carried out and the tests to be conducted to ensure a good quality work. |
| **2.** | **Engineer (E/M)** | Shall be required at site as directed by the SLNA and shall inspect and monitor implementation of the project, find deficiencies and suggest suitable remedial measures.  Support Team Leader / Senior Engineer to document and communicate reports to States and Cities and necessary follow-up actions | * Graduate in Electrical / Mechanical Engineering with at least 7 years of experience or Diploma in Electrical / Mechanical Engineering with at least 10 years of experience. * At least 3 years of experience in the urban housing and infrastructure sector. * Shall have exposure to quality assurance in new construction and subsequent Maintenance aspects. * Must be familiar with: * Modern methods of construction of building. * Design standards and technical specification of Electrical and Mechanical works in the building and infrastructure. |

Note: The Bidder has to submit the CVs of Serial No. **1 to 2 of Para 9 only.** The persons whose CVs are proposed in the bid shall not be allowed to change ordinarily. In case of **any urgency, State Urban Development Authority, Haryana, Panchkula**may consider request of the bidder. The **decision of Mission Director shall be final.**

**Annexure-1**

**Format for Annual Quality Monitoring Plan for the year 20…**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **A.PARTICULARS:** | | | | | | |
| Name of State/UT |  | | | | | |
| No. of towns under PMAY |  | | | | | |
| No. of projects proposed under PMAY\* | **ISSR** | **AHP** | **BLC (N)** | | **BLC (E)** | **Total** |
| (\* As per HFAPoA/AIP) |  |  |  | |  |  |
| No. of projects approved under PMAY |  |  |  | |  |  |
| **B. DESK REVIEW/ FIELD VISITS PROPOSED** | | | | | | |
| **Category of project** | **No. of visits for each** | | | **No. of visits proposed** | | |
| “In situ” Slum Redevelopment(ISSR) |  | | |  | | |
| Affordable Housing in Partnership(AHP) |  | | |  | | |
| Beneficiary Led Construction (BLC)(New) |  | | |  | | |
| **C. OTHERS** | | | | | | |
| Fees proposed/ approved for each visit of TPQMA under each category of projects. (Rs. Lakhs) |  | | | | | |
| Total Fees proposed/ approved in the year……………. (Rs. Lakhs) |  | | | | | |
| Whether same or different agencies have been proposed/selected for TPQM |  | | | | | |
| Whether transparent competitive bidding process has been adopted/ envisaged for the selection of TPQM Agency |  | | | | | |

**Signature Signature**

**(State Level Nodal Officer) (Secretary/Principal Secretary, Concerned Department)**

**Annexure-2: Third Party Quality Monitoring Report of ISSR/AHP projects under PMAY**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 1 | **Name of TPQM Agency/consulting firm** |  | | | | | | |
| 2 | **Date of Visit** |  | | | | | | |
| 3 | **Current Visit No.** |  | | | | | | |
| 4 | **Previous visit with date** |  | | | | | | |
|  |  |  | | | | | | |
| **A. PARTICULARS OF PROJECT** | | | | | | | | |
| 1 | Name of the State/UT: |  | | | | | | |
| 2 | Name of the City: |  | | | | | | |
| 3 | Name of Project: |  | | | | | | |
| 4 | Project Code: |  | | | | | | |
| 5 | Implementing Agency (ULB/ DA/ HB/ UIT/Slum Rehabilitation Agency) |  | | | | | | |
| 6 | Location of the Project (Slum name, Ward etc. As applicable) | (Annex details in case of multiple sites) | | | | | | |
| 7 | Type of Project :(i) In-situ Slum redevelopment (ISSR) (ii) Affordable Housing in Partnership (AHP) |  | | | | | | |
| 8 | Total Houses (EWS/LIG/MIG/HIG) in the project. |  | | | | | | |
| 9 | No. of EWS Houses in the project |  | | | | | | |
| 10 | Description of Work.   1. Carpet/ Built up area of EWS house 2. No. of EWS houses in one block 3. No. of blocks 4. Total no. of houses 5. Type of Structure (G, G+1, G+2etc.) 6. No. of storeys /floor. |  | | | | | | |
| 11 | Date of Approval of project by SLSMC |  | | | | | | |
| 12 | Approved Project cost (Rs. in lakh) | Centre share | State share | ULB/  share | | | Ben’s  share | Total |
|  |  |  | | |  |  |
| 13 | Date of sanction of 1stinstalment of central assistance by CSMC |  | | | | | | |
| 14 | Duration of Project |  | | | | | | |
| 15 | Date of Award of work | (Annex details in case of multiple contracts) | | | | | | |
| 16 | Date of commencement | Scheduled | | | | Actual | | |
|  | | | |  | | |
| 17 | Date of completion | Scheduled | | | | Actual | | |
|  | | | |  | | |
| 18 | Inspection undertaken by (Name) (with contact detail): | 1 | | | | | | |
| 2 | | | | | | |
| 19 | Name of State representative present during visit |  | | | | | | |
| 20 | Name of ULB representative present during visit |  | | | | | | |
| 21 | Name of Contractor’s representative present during visit |  | | | | | | |
| 22 | Name of Community representative present during visit |  | | | | | | |
| 23 | Whether list of Beneficiaries finalized/partially finalized/ not finalized |  | | | | | | |
| 24 | If finalized, whether uploaded in **PMAY MIS** |  | | | | | | |
| 25 | State any deviation from sanctioned DPR in terms of number of houses or size or location or Layout |  | | | | | | |
| 26 | Compliance of Tender conditions matching to statutory requirements of DPR w.r.t.   * + - * 1. Compliance to time limit.         2. Compliance to price escalation.         3. Compliance to legal clauses.         4. Compliance to liquidated damages.         5. Compliance to penalties. |  | | | | | | |
| 27 | Any other comment |  | | | | | | |
| **B. HEALTH & SAFETY ASPECTS (ONSITE)** | | | | | | | | |
| 1 | Whether the drinking water facility is provided onsite? |  | | | | | | |
| 2 | Whether there are adequate no. of toilets provided & maintained for site staff/Workers? |  | | | | | | |
| 3 | Whether there is a board indicating the safety norms to be observed? |  | | | | | | |
| 4 | Whether the use of following is being done by site staff   1. Safety Helmets 2. Safety Shoes 3. Safety Goggles 4. Safety Jackets |  | | | | | | |
| 5 | Whether safety railings & safety tape shave been provided around excavation trenches/ upper floors/ducts/lift well? |  | | | | | | |
| 6 | Whether approved quality & type shoring- strutting-scaffolding are provided for excavation trenches/Pits/Building work? |  | | | | | | |
| 7 | Whether ‘FIRST AID’ kit is available at site? |  | | | | | | |
| 8 | Whether Fire Extinguishers are available at site? |  | | | | | | |
| 9 | Whether **‘Blasting’** is being done on site? If yes, whether necessary permissions have been obtained and required precautions have been taken for control blasting? |  | | | | | | |
| 10 | Whether any Safety-Officer is employed? |  | | | | | | |
| 11 | Any other comment |  | | | | | | |
| **C. QUALITY ASSURANCE IN THEPROJECT** | | | | | | | | |
| 1 | Whether authenticated copy of DPR, contract document, structural drawings and copies of specifications are available at site? |  | | | | | | |
| 2 | Whether the Inspection Registers, Site order book and Quality control Test registers are maintained at the site properly and endorsed by the Engineer–in-charge? |  | | | | | | |
| 3 | Whether list of ISI marked/approved materials to be used is available at site? |  | | | | | | |
| 4 | Is there a provision in Contract/Tender to provide ‘Test facilities onsite”? |  | | | | | | |
| 5 | Whether testing facilities to check quality of material is available at site? if yes attach list ofEquipment’s |  | | | | | | |
| 6 | 1. Whether the structural Designs are approved/ Proof checked by competent Authority? 2. Name of the approving authority for structural design. 3. Whether the statuary certificate for disaster resistance design and compliance of codal provision is endorsed by the structural designer on the structural drawings fit for execution, especially in case of multi-storied construction. 4. The work is being executed as per the approved drawings fit for execution. |  | | | | | | |
| 7 | Whether manufacturer test certificate for cement, steel, pipes etc. have been obtained with supply and records are being maintained? |  | | | | | | |
| 8 | Whether all mandatory tests of construction material, road work, sanitary work, plumbing work, electrical work and concrete in foundations, beams, columns and slabs etc. are carried out at stipulated frequency? |  | | | | | | |
| 9 | Whether regular tests of materials and construction products are being got done from accredited labs also? If yes, details of such labs |  | | | | | | |
| 10 | Whether soil investigations of the site proper have been done before the structural design and soil parameters have been accounted for in the structural design/ drawings? If yes, attach copy of soil investigation report. |  | | | | | | |
| 11 | Whether centring /shuttering is checked for staging & propping, line & level, dimensions, cleaning etc. and its quality approved before each stage and record maintained. |  | | | | | | |
| 12 | Specific control on RCC work like: mixing by full bag capacity hopper fed mixer, control of slump, placing/ compaction with vibrator.(proportioning with boxes not permitted) |  | | | | | | |
| 13 | Whether cement register is maintained and checked at site. Comment on method of stacking. |  | | | | | | |
| 14 | Whether concrete mix is nominal or design mix? (Nominal mix not permitted for quality concrete). |  | | | | | | |
| 15 | What is the Mode of Concrete mixing (batch mix/ manual)? In case of manual mixing, whether mixing is by weight or by volume of ingredients? (Volumetric mixing not permitted). |  | | | | | | |
| 16 | Whether Mixer/Vibrator as specified is available at site with adequate means to run them during concreting? |  | | | | | | |
| 17 | Whether RMC is being used in work? If yes, detail of control and checks done at plant site. Comment on Quality of aggregates, Slump test, Cube test etc. |  | | | | | | |
| 18 | Suitability of water for construction   1. What is the source of water? 2. Has water been tested and approved by Engineer-in-charge before construction? 3. Has water been tested subsequently as per requirement? |  | | | | | | |
| 19 | Quality of work and workmanship, Comments on |  | | | | | | |
|  | 1. RCC work (concrete, Reinforcement detailing, cover to reinforcement). Whether Columns are in plumb (check for verticality). |  | | | | | | |
|  | 1. Masonry (Joint details, verticality).Check adequate RCC bands are provided. |  | | | | | | |
|  | 1. iii. Shuttering (Type of material-pucca/ katcha, support spacing ) |  | | | | | | |
|  | 1. Bar bending and stirrups bending, placement and cover to reinforcement bars. |  | | | | | | |
|  | 1. Plastering |  | | | | | | |
|  | 1. Doors and windows |  | | | | | | |
|  | 1. Seepage, if any |  | | | | | | |
|  | 1. Cracks, if any |  | | | | | | |
|  | 1. Honey combing, if any |  | | | | | | |
|  | 1. Any other |  | | | | | | |
| 20 | Whether floor slope (especially) in bath, WC, kitchen, terrace and balcony etc. are proper? |  | | | | | | |
| 21 | Whether dampness/leakages noticed? If yes, state location and probable reasons. |  | | | | | | |
| 22 | Whether remedial measures are undertaken by IA/ ULB to stop Dampness & Leakages? If any. |  | | | | | | |
| 23 | Whether Service lines (Electrical, Plumbing, Others) if any, provided before commencement of concrete? |  | | | | | | |
| 24 | Whether disaster resistant features have been incorporated? |  | | | | | | |
| 25 | Whether precautions taken for de watering and protecting site from flooding as applicable? |  | | | | | | |
| 26 | Whether sample units/items are completed and approved by competent ULB official /CLTC member before start of mass finishing work? |  | | | | | | |
| 27 | Whether Adequate plinth height (above the general ground level) is provided to the ground floor of the building to avoid possibility of rainwater and reptiles in the building. |  | | | | | | |
| 28 | Comments on tests already done but not found satisfactory (specify action to be taken) |  | | | | | | |
| 29 | Frequency of visit by SLNA/ULB officials and SLTC/CLTC member |  | | | | | | |
| 30 | Any other comments |  | | | | | | |
| 31 | Overall assessment of quality (in view of structural stability, non-structural work and workmanship)  \* *Video/photographs of the ongoing works maintained by ULB/Implementation Agency may be referred as the case maybe.* |  | | | | | | |
| **D. BENEFICIARY PARTICIPATION IN THE PROJECT** | | | | | | | | |
| 1 | Whether list of Beneficiaries is prepared |  | | | | | | |
| 2 | Whether houses are identified and allotted |  | | | | | | |
| 3 | Whether the Beneficiaries are involved in the project preparation and construction work. |  | | | | | | |
| 4 | Whether the Beneficiaries are visiting the site or not |  | | | | | | |
| 5 | Any suggestion of the beneficiaries in the construction |  | | | | | | |
| **E. PROGRESS – HOUSING COMPONENTS** | | | | | | | | |
| 1 | Numbers of houses sanctioned in the project |  | | | | | | |
| 2 | Numbers of houses Completed |  | | | | | | |
| 3 | Numbers of houses in progress |  | | | | | | |
| 4 | Stages of Progress (Multi storied buildings):   1. Foundation/ Plinth level (Nos.) 2. Superstructure (Frame work) Level (Nos.) 3. Brickwork completed(Nos.) 4. Finishing level(Nos.) 5. Total units completed(Nos.)   ***\*(Provide detailed report in Annexure-2A)*** |  | | | | | | |
| 5 | Numbers of houses not started |  | | | | | | |
| 6 | Reason for non-starter of houses, if any |  | | | | | | |
| 7 | Numbers of houses occupied by the Beneficiaries |  | | | | | | |
| 8 | Reasons for Non-occupation of houses (If any)- specific reasons to be given |  | | | | | | |
| 9 | Size of Unit (Carpet Area) | Sanctioned | | | As per implementation | | | |
|  | | |  | | | |
| 10 | Overall physical progress of Housing (in %) |  | | | | | | |
| 11 | Whether the building plan(s) conform to NBC norms? |  | | | | | | |
| 12 | Whether authenticated building plans and revisions if any, are available? |  | | | | | | |
| 13 | Deviation, if any |  | | | | | | |
| 14 | Any innovative/ cost effective/ green technology has been used? |  | | | | | | |
| 15 | Any other comment |  | | | | | | |
| **F. PROGRESS- CIVIC INFRASTRUCTURECOMPONENTS** | | | | | | | | |
| 1 | Whether Contract for infrastructure components (i.e. water supply, Sewerage, Drainage, Roads, SWM etc.) have been awarded? |  | | | | | | |
|  | 1. If no, Time line for award of contract for infrastructure works. |  | | | | | | |
|  | 1. If Yes, State the progress of work in% 2. Water Supply 3. Sewerage 4. Drainage 5. Roads 6. Solid Waste Management 7. Electrification 8. Any other component (as per sanction) |  | | | | | | |
|  | iii) Deviation if any as per sanctioned DPR |  | | | | | | |
| 2 | Comments on quality of construction of Infrastructure works |  | | | | | | |
| 3 | Whether the proposed infrastructure components are independent and/or integrated with city level infrastructure? |  | | | | | | |
| 4 | Whether Transit Accommodation has been provided. If not what measures have been taken for the displaced families? |  | | | | | | |
| 5 | Overall physical progress of civic infrastructure (in %) |  | | | | | | |
| 6 | Cost reduction in infrastructure components (To be reported in case of deviation from sanctioned quantity) |  | | | | | | |
| **G. SOCIAL INFRASTRUCTURE COMPONENTS** | | | | | | | | |
|  | Whether Contract for Social Amenities (i.e. Community centre, Livelihood centre etc.) have been awarded? |  | | | | | | |
|  | i) If no, Time line for award of contract for Social Amenities. |  | | | | | | |
|  | ii) If Yes, State the progress of work in%  a. Community centre  b. Livelihood centre  c. Informal Sector Market  d. Any other component (as per sanctioned components)  ***\*(Provide detailed report inAnnexure-2A)*** |  | | | | | | |
|  | iii) Deviation if any as per sanctioned DPR |  | | | | | | |
| 2 | Comments on quality of construction of Social Amenities |  | | | | | | |
| 3 | Whether livelihood linkages have been ensured? |  | | | | | | |
| 4 | Overall physical progress of Social Infrastructure (in %) |  | | | | | | |
| 5 | Overall physical progress of the project (in %) |  | | | | | | |
| **H. PHYSICAL PROGRESS OF THE PROJECT/PACKAGES** | | | | | | | | |
| 1 | Is there an approved program / schedule of work & whether the same is available at site office |  | | | | | | |
| 2 | Overall Percentage progress at the time of inspection vis-à-vis expected as per contract. |  | | | | | | |
| 3 | Package wise % of progress | (Attach package-wise Annexure) | | | | | | |
| 4 | Details of milestones as per contract vis-à-vis their achievement |  | | | | | | |
| 5 | Reasons for delay |  | | | | | | |
| **I. FINANCIAL PROGRESS & FUND UTILIZATION (Rs. in Lakhs)** | | | | | | | | |
| 1 | Sanctioned fund for entire project. |  | | | | | | |
| 2 | Amount of funds received up to date |  | | | | | | |
| 3 | Up-to date Expenditure |  | | | | | | |
| 4 | Amount of funds Utilized (out of received) |  | | | | | | |
| 5 | Amount of Expenditure by ULB (ULB Contribution+ Beneficiaries contribution) |  | | | | | | |
| 6 | Balance funds Expected/due from various stakeholders |  | | | | | | |
| 7 | Package wise Expenditure |  | | | | | | |
| 8 | Over All Financial Progress %= Total Expenditure  / Total of Tendered Amount x 100 |  | | | | | | |
| 9 | Whether the work is delayed for nonpayment of any pending bills after construction (to be specified)? |  | | | | | | |
| **J. VARIATIONS w.r.t. SANCTIONED COVENNANTS** | | | | | | | | |
| 1 | Are there any major variation because of:  i. Specifications  ii. Quality  iii. Quantity  iv. Designs (Architectural /Structural)  Period of Construction(Increase/Decrease) |  | | | | | | |
| **K. COST VARIATION and TIME-OVERRUNS** | | | | | | | | |
| **Cost variation:** | | | | | | | | |
| 1 | Whether there is cost variation? |  | | | | | | |
| 2 | If yes what are the reasons:  i. Change in Quantities  ii. New/Additional Items of work  iii. Price Escalation  Any other ( to be specified) |  | | | | | | |
| **Time Overruns:** | | | | | | | | |
| 1 | Whether there is time overrun? |  | | | | | | |
| 2 | If yes what are the reasons:  i. Delay in issue of work order  ii. Delay in signing agreement  iii. Delay in Handing Over site of work to the Contractor  iv. Delay in actual start of work by the Contractor  v. Delay in procurement of material ( give reasons)  Delay due to lack of inter departmental coordination Any other ( to be specified) |  | | | | | | |
| **L. REMEDIAL MEASURES TO IMPROVE PROGRESS AND QUALITY** | | | | | | | | |
| **Undertaken by Implementation agency to improve the:** | | | | | | | | |
| 1 | Physical Progress |  | | | | | | |
| 2 | Financial Progress |  | | | | | | |
| 3 | Quality management |  | | | | | | |
| 4 | Comments and suggestions of TPQMA on above |  | | | | | | |
| **M. COURT CASES AND LITIGATIONS** | | | | | | | | |
| 1 | ( To be specified) |  | | | | | | |
| 2 |  |  | | | | | | |
| **N.OTHERS** | | | | | | | | |
| 1 | Feedback of beneficiaries regarding provision of Physical & Social infrastructure. |  | | | | | | |
| 2 | Any specific observation by the beneficiary |  | | | | | | |
| 3 | Overall observation on the project (with adequate photographs covering project to a large extent including quality issues as applicable)  1. Critical observations  Action suggested by TPQMA to SLNA and IA |  | | | | | | |
| 4 | Action taken report on previous report:  i. Observations of TPQMA  ii Action suggested by TPQMA  iii Action taken by IA (Implementation Agency)  Whether TPQMA is satisfied with the action taken by IA |  | | | | | | |
| 5 | TPQMA’s Overview of the Project (in 400-500 words) in a separate sheet |  | | | | | | |

**(Signature) : (Signature) :**

**Name &Designation : Name & Designation :**

**Date : Date :**

**Annexure-2A**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **DETAILED REPORT ONPROPOSED WORKS** | | | | |
| **Sr.No.** | **Component** | **Whether in progress (Yes / No)** | **Whether Inspected (Yes / No)** | **Comments** |
| 1. **BUILDING WORK:** | | | | |
| 1 | Earthwork |  |  |  |
| 2 | Concrete work (Sub-structure /up to plinth) |  |  |  |
| 3 | RCC work (Above plinth / Super Structure) |  |  |  |
| 4 | Brick / Block work |  |  |  |
| 5 | Stone-work |  |  |  |
| 6 | Marble work |  |  |  |
| 7 | Wood work |  |  |  |
| 8 | Steel work |  |  |  |
| 9 | Flooring |  |  |  |
| 10 | Roofing |  |  |  |
| 11 | Finishing |  |  |  |
| 12 | Internal services |  |  |  |
| 13 | External Services |  |  |  |
| 1. **CIVIC INFRASRUCTURE WORKS:** | | | | |
| 1. **WATER SUPPLY:** | | | | |
| 1 | GSR/UGSR |  |  |  |
| 2 | ELSR/OHT |  |  |  |
| 3 | Intake-Jack-well |  |  |  |
| 4 | WTP |  |  |  |
| 5 | Pipelines |  |  |  |
| 6 | Pump sets |  |  |  |
| 7 | Rain Water Harvesting pits |  |  |  |
| 8 | Sump |  |  |  |
| 9 | Tube wells |  |  |  |
| 1. **SEWERAGE:** | | | | |
| 1 | Sewer Trap Connect. Chamber |  |  |  |
| 2 | Collection network pipes |  |  |  |
| 3 | Inspection chambers |  |  |  |
| 4 | Sewerage pump Station (SPS) |  |  |  |
| 5 | SPS to STP Pipeline |  |  |  |
| 6 | STP |  |  |  |
| 7 | Septic tank |  |  |  |
| 8 | Soak-pit |  |  |  |
| 1. **STORM WATER DRAINS:** | | | | |
| 1 | Drains |  |  |  |
| 2 | Open channel |  |  |  |
| 3 | Closed RCC Pipes |  |  |  |
| 4 | In-Situ RCC Box-pipes |  |  |  |
| 5 | Type of Grating/Jali |  |  |  |
| 6 | Inspection Chambers |  |  |  |
| 7 | Point of disposal (Nallah, Canal, River, Creek) |  |  |  |
| 1. **ROADS & CULVERTS:** | | | | |
| 1 | Roads |  |  |  |
| 2 | Pavements |  |  |  |
| 3 | Jogging Track |  |  |  |
| 4 | Plantation |  |  |  |
| 5 | Restoration |  |  |  |
| 6 | Culverts ( Masonry /RCC) |  |  |  |
| 1. **ELECRIFICATION**: | | | | |
| 1 | H.T. Supply lines |  |  |  |
| 2 | L.T. Supply lines |  |  |  |
| 3 | Transformer |  |  |  |
| 4 | Street Lighting |  |  |  |
| 1. **SOLID WASTE MANAGEMENT:** | | | | |
| 1 | S. W. Collection System |  |  |  |
| 2 | Dust Bins/Containers |  |  |  |
| 3 | S. W. Transport System |  |  |  |
| 4 | Temp. store yards |  |  |  |
| 5 | S.W. Disposal area |  |  |  |
| 1. **COMPOUND WALL:** | | | | |
| 1 | Compound/Boundary wall |  |  |  |
| 2 | Entrance Gate |  |  |  |
| 1. **MISCELLANEOUS:** | | | | |
| 1 | Retaining wall |  |  |  |
| 2 | Any other (to be specified) |  |  |  |
| 1. **REPORT ON SOCIAL INFRASRUCTURE WORKS:** | | | | |
| 1. **COMMUNITY FACILITIES:** | | | | |
| 1 | Community Centre |  |  |  |
| 2 | Livelihood Centre |  |  |  |
| 3 | Any Other |  |  |  |
| 1. **HEALTH /EDUCATION FACILITIES:** | | | | |
| 1 | Public Health Centre |  |  |  |
| 2 | Anganwadi |  |  |  |
| 3 | Primary School |  |  |  |
| 4 | Secondary School |  |  |  |
| 5 | Higher Secondary School |  |  |  |
| 1. **INFORMAL SECTOR MARKET:** | | | | |
| 1 | Vegetable Market |  |  |  |
| 2 | Meat-Fish Market |  |  |  |
| 3 | Medical Store |  |  |  |
| 4 | Any Other |  |  |  |
| 1. **ANY OTHER ( To be specified)** | | | | |
| 1 |  |  |  |  |
| 2 |  |  |  |  |
| 3 |  |  |  |  |

**ANNEXURE 3**

**Third Party Quality Monitoring Report of ISSR/AHP projects under PMAY**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Name of TPQM Agency/consulting firm | |  | | | | | | |
| Date of Visit | |  | | | | | | |
| Current Visit No. | |  | | | | | | |
| Previous visit with date | |  | | | | | | |
| 1. **PARTICULARS OF PROJECT** | |  | | | | | | |
| 1 | Name of the State/UT: |  | | | | | | |
| 2 | Name of the City: |  | | | | | | |
| 3 | Name of Project: |  | | | | | | |
| 4 | Project Code: |  | | | | | | |
| 5 | Implementing Agency (ULB/ DA/ HB) |  | | | | | | |
| 6 | Location of the Project (Slum name, Ward etc. As applicable) |  | | | | | | |
| 7 | Type of Project :(i) BLC-New Constructions (ii) BLC-Enhancement (iii) ISSR, (iv) AHP |  | | | | | | |
| 8 | No. of EWS Houses in the project |  | | | | | | |
| 9 | Date of Approval of project by SLSMC |  | | | | | | |
| 10 | Approved Project Cost (Rs. In Lakhs): | Centre Share | State Share | | ULB Share | | Ben. Share | Total |
|  |  | |  | |  |  |
| 11 | Date of sanction of 1st instalment of central assistance by CSMC |  | | | | | | |
| 12 | Duration of Project |  | | | | | | |
| 13 | Date of commencement | Scheduled | | | | Actual | | |
|  | | | |  | | |
| 14 | Date of completion | Scheduled | | | | Expected | | |
|  | | | |  | | |
| 15 | Inspection undertaken by (Name)  (with contact detail): | 1. | | | | | | |
| 2. | | | | | | |
| 16 | Name of State representative present during visit |  | | | | | | |
| 17 | Name of ULB representative present during visit |  | | | | | | |
| 18 | Name of Community representative present during visit |  | | | | | | |
| 19 | Whether list of Beneficiaries finalized |  | | | | | | |
| 20 | If finalized, whether uploaded in PMAY MIS |  | | | | | | |
| 21 | State any deviation from sanctioned DPR in terms of number of houses or size or location or Layout |  | | | | | | |
| 22 | Any other comment |  | | | | | | |
| 1. **QUALITY ASSURANCE IN THE PROJECT** | | | | | | | | |
| 1. | Whether ULB/state have organised workshop/training programmes to educate the beneficiaries about quality, construction methods, adherence to disaster resistant technologies etc. |  | | | | | | |
| 2 | Whether testing facilities to check quality of material is available? |  | | | | | | |
| 3 | Whether regular tests of materials and construction products tests of materials are being done from accredited labs also? |  | | | | | | |
| 4 | (i) Whether the structural Designs are approved / Proof checked by competent Authority  (ii) Name of the approving authority for structural design.  (iii) Whether the statuary certificate for disaster resistance design and compliance of codal provision is endorsed by the structural designer on the structural drawings fit for execution, Specially in case of multi-storeyed construction.  (iv) The work is being executed as per the approved drawings fit for execution. |  | | | | | | |
| 5 | Whether the Inspection Registers, Site order book and Quality control Test registers are maintained and endorsed by the Engineer-in-charge? |  | | | | | | |
| 6 | Whether cement, steel aggregates etc. being used in the work, got tested before use? |  | | | | | | |
| 7 | Whether manufacturer test certificate for cement, steel, pipes etc. have been obtained with supply and records are being maintained ? |  | | | | | | |
| 8 | Whether Cement is free from lumps and is stacked properly toprevent contact with moisture? |  | | | | | | |
| 9 | Whether soil investigations of the site proper have been done before the structural design and soil parameters have been accounted for in the structural design/drawings? If yes, attach copy of soil investigation report. |  | | | | | | |
| 10 | Whether centring/shuttering is checked for staging & propping, line & level, dimensions, cleaning etc. and its quality approved before each stage and record maintained. |  | | | | | | |
| 11 | Specific control on RCC work like: mixing by full bag capacity hopper fed mixer, control of slump, placing/compaction with vibrator. (proportioning with boxes not permitted) |  | | | | | | |
| 12 | Whether cement register is maintained and checked at site. Comment on method of stacking. |  | | | | | | |
| 13 | Whether concrete mix is nominal or design mix?  (Nominal mix not permitted for quality concrete). |  | | | | | | |
| 14 | What is the Mode of Concrete mixing (batch mix/manual)? In case of manual mixing, whether mixing is by weight or by volume of ingredients?  (Volumetric mixing not permitted). |  | | | | | | |
| 15 | Whether Mixer/Vibrator as specified is available at site with adequate means to run them during concreting? |  | | | | | | |
| 16 | Whether Surface of reinforcement is clean and free from rust? |  | | | | | | |
| 17 | Whether potable water is used for construction? |  | | | | | | |
| 18 | Whether proper water/cement ratio has been ensured? |  | | | | | | |
| 19 | Whether the concrete being cured adequately as per requirements? |  | | | | | | |
| 20 | Whether bricks are well burnt, of rectangular shape, with sharp edges, free from cracks and of correct size? |  | | | | | | |
| 21 | Whether  i) Execution of Depth & width of Foundation is as per drawing/adequate & bottom levelled  ii) Plinth height is as per drawing/adequate  iii) Horizontal bands (as applicable) have been provided |  | | | | | | |
| 22 | Whether quality has been checked by TPQMA/State agency? If yes, details thereof? |  | | | | | | |
| 23 | Quality of work and workmanship, Comments on |  | | | | | | |
|  | i. RCC work (concrete, Reinforcement detailing, cover to reinforcement). Whether Columns are in plumb(Check for verticality). |  | | | | | | |
|  | ii. Masonry (Joint details, verticality). Check adequate RCC bands are provided). |  | | | | | | |
|  | iii. Shuttering (Type of material-pucca/katcha, support spacing) |  | | | | | | |
|  | iv. Bar bending and stirrups bending, placement and cover to reinforcement bars. |  | | | | | | |
|  | v. Plastering |  | | | | | | |
|  | vi. Doors and windows |  | | | | | | |
|  | vii. Seepage, if any |  | | | | | | |
|  | vii. Cracks, if any |  | | | | | | |
|  | ix. Honey combing, if any |  | | | | | | |
|  | x. Any other |  | | | | | | |
| 24 | Whether provision has been made for Service lines (Electrical, Water Supply, Sanitation etc.) |  | | | | | | |
| 25 | Whether floor slope (especially) in bath, WC, kitchen, terrace and balcony etc. are proper? |  | | | | | | |
| 26 | Whether adequate plinth height (above the general ground level) is provided to the ground floor of the building to avoid possibility of rainwater and reptiles in the building. |  | | | | | | |
| 27 | Whether dampness/leakages noticed? If yes, state location and probable reasons. |  | | | | | | |
| 28 | Whether remedial measures are undertaken by LA/ULB to stop Dampness & Leakages if any? |  | | | | | | |
| 29 | Whether disaster resistant features have been incorporated? |  | | | | | | |
| 30 | Any other comments |  | | | | | | |
| 31 | Report on Overall assessment of quality. | Minimum 500 words  (To be enclosed separately) | | | | | | |
| **C. PROGRESS – HOUSING COMPONENTS** | | | | | | | | |
| 1 | Numbers of houses sanctioned in the project. |  | | | | | | |
| 2 | Numbers of houses Completed |  | | | | | | |
| 3 | Number of houses in progress |  | | | | | | |
| 4 | Stages of Progress:  i) Foundation / Plinth level (Nos.)  ii) Lintel level (Nos.)  iii) Roof level (Nos.)  iv) Finishing level (Nos.)  V) Total units completed (Nos.) | (Specify no. of Units) | | | | | | |
| 5 | Numbers of houses not started |  | | | | | | |
| 6 | Reason for non-starter of houses, if any |  | | | | | | |
| 7 | Numbers of houses occupied by the Beneficiaries |  | | | | | | |
| 8 | Reasons for Non-occupation of houses (If any)- specific reasons to be given |  | | | | | | |
| 9 | Size of Unit (Carpet Area) | Sanctioned | | As per Implementation | | | | |
|  | |  | | | | |
| 10 | Overall physical progress of Housing (in %) |  | | | | | | |
| 11 | Whether the progress of houses has been ensured through Geo-tagged photographs at various construction level? |  | | | | | | |
| 12 | Whether DBT of funds to individual beneficiary is ensured in the project? |  | | | | | | |
| 13 | Whether the building plan(s) conform to NBC norms? |  | | | | | | |
| 14 | Whether authenticated building plans and revisions if any, are available? |  | | | | | | |
| 15 | Deviation, if any |  | | | | | | |
| 16 | Any other comment |  | | | | | | |
| **D. CIVIC INFRASTRUCTURE** | | | | | | | | |
| 1 | Whether provision of Civic infrastructure components (i.e. water supply, Sewerage, Drainage, Roads, SWM etc.) has been ensured? |  | | | | | | |
| 2 | Whether the Existing / proposed infrastructure components are independent and / or integrated with city level infrastructure? |  | | | | | | |
| 3 | Any other comments |  | | | | | | |
| **E. SOCIAL INFRASTRUCTURE** | | | | | | | | |
| 1 | Whether provision of Social Amenities (i.e. School, Anganwadi, Health centre, Community centre, Livelihood centre etc.) has been ensured? |  | | | | | | |
| 2 | Any other comment |  | | | | | | |
| **F. FINANCIAL PROGRESS & FUND UTILIZATION (Rs. in Lakhs)** | | | | | | | | |
| 1 | Sanctioned fund for entire project. |  | | | | | | |
| 2 | Amount of funds received up to date |  | | | | | | |
| 3 | Up-to date Expenditure |  | | | | | | |
| 4 | Amount of funds Utilized (out of received) |  | | | | | | |
| 5 | Amount of Expenditure by ULB |  | | | | | | |
| 6 | Amount of Expenditure by Beneficiaries |  | | | | | | |
| 7 | Balance funds Expected/due from stakeholders |  | | | | | | |
| **G. COST VARIATION and TIME – OVERRUNS** | | | | | | | | |
| **Cost variation:** | | | | | | | | |
| 1 | Whether there is cost variation? If yes, what are the reasons? |  | | | | | | |
| **Time Overruns:** | | | | | | | | |
| 1 | Whether there is time overrun? If yes, what are the reasons? |  | | | | | | |
| **H. REMEDIAL MEASURES TO IMPROVE PROGRESS AND QUALITY** | | | | | | | | |
| **Undertaken by Implementation agency to improve the:** | | | | | | | | |
| 1 | Physical Progress |  | | | | | | |
| 2 | Financial Progress |  | | | | | | |
| 3 | Quality management |  | | | | | | |
| 4 | Comments and suggestions of TPQMA on above |  | | | | | | |
| **I. COURT CASES AND LITIGATIONS** | | | | | | | | |
| 1 | ( To be specified) |  | | | | | | |
| **J. OTHERS** | | | | | | | | |
| 1 | Any innovative /Cost effective /green technology has been used |  | | | | | | |
| 2 | Feedback of beneficiaries regarding provision of Physical & Social infrastructure: |  | | | | | | |
| 3 | Reasons for delay in completion of housing and Infrastructure, if any: |  | | | | | | |
| 4 | Any specific observation by the beneficiary |  | | | | | | |
| 5 | Overall observation on the project (with adequate photographs covering project to a large extent including quality issues as applicable)  3. Critical observations  4. Action suggested by TPQMA to SLNA and IA |  | | | | | | |
| 6 | Action taken report on previous report:  i. Observations of TPQMA  ii Action suggested by TPQMA  iii Action taken by Beneficiaries / IA (Implementation agency)  iv. Whether TPQMA is satisfied with the action taken by IA |  | | | | | | |
| 7 | TPQMA’s Overview of the Project (in 400-500 words) in a separate sheet |  | | | | | | |

(Signature) : (Signature) :

Name & Designation : Name & Designation :

Date : Date :

**Annexure 4**

**Suggested structure and positions**

It is envisaged that for quality monitoring of approved projects, there will be a team of one Senior Engineer (Civil) and one Junior Engineer (E/M) for site visits of minimum 6 projects of different cities in a month. The Senior Engineer will act as Team Leader.

For more site visits in a month (depending upon number of approved projects), the Agency is expected to provide additional teamsas envisaged above from time to time during the term of the contract.

The job description for each position including qualification & experience is given below. The job description provided is indicative in nature and may undergo changes.

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Position** | **Job Description** | **Qualification & Experience** |
| **1** | **Team Leader (Senior Engineer, Civil)** | * To lead the team of professionals engaged to carry out the job of monitoring of housing and infrastructure projects. * Responsible for ensuring the overall outcome and activity based support envisaged for the TPQMA. * Co-ordinate with team member and report to the SLNA on progress of outcomes. * Be responsible for the overall management of the Agency and budget, and for the timely and efficient delivery of outputs. * Closely monitor the performance in collaboration with the SLNA to ensure that requirements related to PMAY are fully addressed. * Liaise with external stakeholders as per the requirements of the scheme. | * Post Graduate in Civil Engineering with at least 15 years of experience. * Experience in the urban sector, of which at-least 3-4 years should have been on leading monitoring agencies. * Shall have a thorough knowledge of : * Latest Specifications pertaining Building & infrastructure works * Related publication according to which the works are required to be carried out and the tests to be conducted to ensure a good quality work. |
| **2** | **Engineer (E/M)** | * Shall be required at site as directed by the SLNA and shall inspect and monitor implementation of the project, find deficiencies and suggest suitable remedial measures. * Support Team Leader/ Senior Engineer to documents and communicate report to States and Cities and necessary follow-up actions. | * Graduate in Electrical / Mechanical Engineering with at least 7 years of experience or Diploma in Electrical / Mechanical Engineering with at least 10 years of experience. * At least 2-3 years of experience in the urban housing and infrastructure sector. * Shall have exposure to quality assurance in new construction and subsequent Maintenance aspects. * Must be familiar with: * Modern methods of construction of building. * Design standards and technical specification of Electrical and Mechanical work sin the building and infrastructure. |

**Annexure-5**

**Undertaking**

It is hereby certified that the following parameters have been followed in respect of the reimbursement of TPQMA charges:-

1. The service of the agency have been procured through transparent competitive bidding processes, as per procurement norms of the state.

2. The works have been awarded the launch of PMAY i.e. 25th June, 2015.

3. The work was advertised through EoI publication /Tender Advertisement on \_\_\_\_\_\_\_\_\_\_ (date).

4. The bids received through transparent competitive bidding process were evaluated and work was awarded to M/s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, which was the lowest bidder. Details of bid evaluation / comparative statement are available with the ULB/ Implementing agency.

5. TPQMA has followed a systematic sampling process to select BLC houses as per the TPQMA Reference Guide.

6. The work has been completed by the appointed agency to the satisfaction of the ULB/Implementing agency.

7. Out of the total requested reimbursement amount towards TPQMA charges, Rs.\_\_\_\_\_ Lakhs have been paid to the agency on receipt of payment from the Ministry. Copy of payment invoice, proof of payment made to the agency and copy of cash vouchers are available with the ULB/Implementing agency.

8. The quality monitoring of the project(s) is going on as per the sanctioned plan and no revision has been / is being proposed.

9. ULBs have considered and compiled with all recommendations of the TPQM agency.

**Signature Signature**

**(State Level Nodal Officer) (Secretary/Principal Secretary,**

**Concerned Department)**

**Annexure-6**

**Action Taken Report based on Third Party Quality Monitoring (TPQM)**

The following actions have been taken based on the TPQM Report

|  |  |  |
| --- | --- | --- |
| **Sr. No.** | **Recommendations by TPQM Agency** | **Action Taken/Reasons for not acting on TPQM Report** |
| **1** |  |  |
| **2** |  |  |
| **3** |  |  |
| **4** |  |  |
| **5** |  |  |
| **6** |  |  |

*(Add additional rows, as required)*

1.It is hereby certified that a detailed report of TPQM in respect of the PMAY (U) Project(s) has been received by the SLNA from the TPQMA

2.The TPQMA report has been scrutinized /examined by SLNA and preventive and curative actions have been taken based on the TPQM.

3. An Action Taken Report (ATR) in this regard has been placed before SLSMC in its --- meeting held on ---.

4. The overall quality of houses constructed under PMAY (U) has been found satisfactory as per latest NBC norms.

5. The TPQM report has already been placed in the SLNA website.

**Signature Signature**

**(State Level Nodal Officer) (Secretary/Principal Secretary,**

**Concerned Department)**

**17.Annexure-E: Standard Contract Document**

**17.1. Section 1: Form of Contract**

**CONTRACT FOR:**  [*Insert Title of Consulting Services*]

**CONTRACT NUMBER:**  [*Please insert project number*]

**THIS CONTRACT is made**

**BETWEEN:** [*insert Client*] (hereinafter referred to as “the Client‟)

**AND:** [*name of Consultant - this should be the lead firm in case of association. In case of JV, all partners should be mentioned]* (hereinafter referred to as „the Consultant‟)

[*Please insert the name of the Consultant's representative and communication address of the Consultant*]

**WHEREAS:**

1. **the Client requires the Consultant to provide the services as defined in Section 4 (”the Services‟) to the <Mission Director>, State Urban Development Authority, Haryana (“the Client‟); and**
2. **the Consultant has agreed to provide the Services on the terms and conditions set out in this Contract.**

**IT IS HEREBY AGREED** as follows:

**17.1.1.**  **Documents**

This Contract comprises the following documents:

Section 1: Form of Contract

Section 2: General Conditions

Section 3: Special Conditions

Section 4: Terms of Reference

Section 5: Schedule of Prices

Section 6: Format for invoice

Section 7: Performance Guarantee

Section 8: Format for Undertaking form Firm.

Annexes: Detailed at Special Conditions of Contract, Clause 17.3.2.

This Contract constitutes the entire agreement between the Parties in respect of the Consultant’s obligations and supersedes all previous communications between the Parties, other than as expressly provided for in Section 3 and/or Section 4.

**17.1.2. Contract Signature**

If the Original Form of Contract is not returned to the Contract Officer (as identified in Section 3) duly completed, signed and dated on behalf of the Consultant within 30 days of the date of signature on behalf of the Client, Client, or participating ULBs will be entitled, at its (their) sole discretion, to declare this Contract void.

No payment will be made to the Consultant under this Contract until a copy of the Form of Contract, signed on behalf of the Consultant, is returned to the Contract Officer.

**17.1.3. Commencement and Duration of the Services**

The Consultant shall start the Services on [*insert start date*] („the Start Date‟) and shall complete them by [*insert end date*] („the End Date‟) unless this Contract is terminated earlier in accordance with its terms and conditions.

**17.1.4. Financial Limit**

Payments under this Contract shall not, in any circumstances, exceed [*insert total amount in numbers and words*] inclusive of service tax and all other applicable government taxes - national and state, as applicable („the Financial Limit‟).

**17.1.5. Time of the Essence**

Time shall be of the essence as regards the fulfillment by the Consultant of its obligations under this Contract.

**17.1.6. Penalty**

1% penalty of the contract value of the concerned ULB may be imposed for every month of delay or part thereof after the end date of the tenure of the contract Implementation period. Maximum penalty will be 6% of the contract value of the concerned ULB.

For and on behalf of Client

Name: Date:

For and on behalf of Consultant

Name: Date:

Witness 1

Name:

Date:

Address:

Witness 2

Name:

Date:

Address

**17.2.**  **Section 2: General Conditions of Contract**

**DEFINITIONS AND INTERPRETATION**

**17.2.1. Definitions**

* A Consultant means a natural person, private entity, government-owned entity or any combination of these, with a formal intent to enter into an agreement or an existing agreement in the form of a Joint Venture.
* “the Consultant’s Representative‟ means the person named in Section 3 who is responsible for all contractual aspects of the Contract on behalf of the Consultant.
* “the Consultant’s Personnel‟ means any person instructed pursuant to this Contract to undertake any of the Consultant’s obligations under this Contract, including the Consultant’s employees, agents and sub-consultants.
* “Joint Venture” means a Consultant which comprises of not more than three Partners each of whom will be jointly and severally liable to the Client for all the Consultant’s obligations under the Contract.
* “the Client’s Representative‟ means any entity appointed by the Client to act on the Client’s behalf with regard to procurement and/or management of this Contract.
* the “Equipment” is defined as a tangible, non-expendable property having an anticipated life of two years or more with a unit acquisition cost of Rs.10,000 or greater. Equipment includes, but is not limited to, computers, other electronic items, furniture, scientific apparatus, machinery, reference material, vehicles, as may be required for the implementation of the Services, which the Consultant cannot reasonably be expected to provide, and which are financed or provided by the Client for use, by the Consultant.
* “The Financial Limit” refers to the amount specified in Section 1 and is the maximum amount payable by the Client under this Contract. Including Govt. Taxes as applicable from time to time.
* “the Services” means the services set out in the Terms of Reference(Section 4).
* “the Software” means the software designed and developed by the Consultant or the Consultant’s Personnel, and includes the source code and object code along with associated documentation, which is the work product of the development efforts envisaged in the Terms of Reference. It does not include commercial off-the-shelf licensed software (except for the customization components of such products).
* “the Project Officer‟ means the person named in Section 3 who is responsible for issuing instructions and dealing with all correspondence in connection with the technical aspects of the Contract.
* “the Contract Officer” means the person named in Section 3 who is responsible for all contractual aspects of the Contract, and to whom invoices should be sent.
* “the Officer in Charge for ULB means the person named in Section 3 who is responsible for ensuring coordination between the city, the Consultant, and GoI/State for the execution of the Services.
* “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
* “Contract Fees” means the Fees payable to the Consultant as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
* “Contract” means the Contract Agreement entered between the Client and the Consultant, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
* “GCC”means General Conditions of the Contract. „SCC‟ means the Special Conditions of Contract.
* “Change in Control” means that the person(s) (including corporate bodies) directly or indirectly in control of the Consultant at the time this Contract is entered into cease to be in control.
* “Control” means the power of a person to ensure that the affairs of the Consultant are conducted in accordance with the wishes of that person.

**17.2.2. Interpretation**

17.2.2.1. In the event of any inconsistency between the Form of Contract (Section 1), these General Conditions (Section 2) and the Special Conditions (Section 3), the Special Conditions shall prevail.

17.2.2.2. Except as expressly provided in Clause 17.2.3 the Consultant is not the agent of the Client and has no authority to represent and shall not purport to represent or enter into any commitments on behalf of the Client in any respect.

17.2.2.3. Nothing in this Contract is intended to make nor shall it make the Client the employer of the Consultant or any of the Consultant’s Personnel.

17.2.2.4. All communications by the Consultant relating to notifications or applications for consents or instructions must be addressed to the Client Contract Officer whose name and address are given in Section 3.

**OBLIGATIONS OF THE CONSULTANT**

**17.2.3. Obligations**

17.2.3.1. The Consultant shall perform all its obligations under this Contract (including the provision of the Services) with all necessary skill, diligence, efficiency and economy to satisfy generally accepted professional standards expected from experts.

17.2.3.2. If the Consultant is a joint venture then each of the joint venture parties shall have joint and several liabilities in respect of the Consultant's obligations under this Contract.

**17.2.4. Personnel**

17.2.4.1. All members of the Consultant's Personnel shall be appropriately qualified, experienced and in a suitable physical condition so as to ensure that the Consultant complies with all the Consultant's obligations under this Contract.

17.2.4.2. No changes or substitutions may be made to members of the Consultant's Personnel identified as key personnel in Section 4 of this Contract without prior written consent of the Client.

17.2.4.3. Replacement of personnel will only be considered under exceptional circumstances (e.g.: Death, Prolonged illness and on leaving the company) and will be subject to prior approval by Client. In case the firm makes replacements in any position, the following penalties apply unless otherwise specified in the Special Conditions of the contract:

* On 1st replacement –0.5% deduction of total contract value.
* On 2nd replacement –1.0% deduction of total contract value.
* On subsequent replacements – 1.0% deduction of total contract value, but limited to maximum 2.5% of the total contract value.

17.2.4.4. If the Client considers any member of the Consultant's Personnel unsuitable, the Consultant shall substitute such member as quickly as reasonably possible without direct or indirect charge to the Client with a replacement acceptable to the Client.

17.2.4.5. The Consultant is responsible for all acts and omissions of the Consultant’sPersonnel and for the health, safety and security of such persons and their property.

17.2.4.6. Whenever required any of the designated Consultant's Personnel may be required to attend meetings with State Urban Development Authority, Haryana

17.2.4.7. Consultant to submit an undertaking (in the prescribed format - section 8) stating that the full time consultants engaged on this contract will not be deployed on any other State Urban Development Authority, Haryana assignments.

17.2.4.8. Penalty will be imposed only if delay is on part of the Consultant. Penalty clause will not be applicable if the conditions of delay are beyond the control of the consultant i.e. natural calamities / riots, etc.

**17.2.5. Sub-Consultants**

17.2.5.1. The Consultant shall not sub-contract any of its obligations under this Contract.

**17.2.6.**  **Disclosure of Information**

17.2.6.1. The Consultant and the Consultant's Personnel shall not, without the prior written consent of the Client, disclose to any third party any confidential information obtained during or arising from this Contract (other than in the proper performance of this Contract or as may be required by authority of competent jurisdiction). In addition, no publicity is to be given to this Contract without the prior written consent of the Client.

**17.2.7. Intellectual Property Rights**

17.2.7.1. Subject to Clause 17.2.7.2, all intellectual property rights in material (including but not limited to reports, data, designs whether or not electronically stored, but not including the Software) specially developed by the Consultant or the Consultant's Personnel for the Client or pursuant to the performance of the Services commissioned by the Client, shall be the jointly-owned property of ULB and the Government of Madhya Pradesh, and are hereby assigned by the Consultant to ULB and the Government of Madhya Pradesh.

17.2.7.2. The Consultant hereby grants to the Client a world-wide, non-exclusive, irrevocable license to use all Software, including source and object code format.

17.2.7.3. The Consultant undertakes that commercial off-the-shelf licensed software that is not covered by Clause 17.2.7.2 will be procured in the name of the Client or in such a manner that it does not interfere with the enjoyment of rights under Clauses 17.2.7.1 and 17.2.7.2.

17.2.7.4. To the extent that it does not interfere with rights granted under Clause 17.2.7.2, ownership of intellectual property in Software created by the Consultant or the Consultant’s Personnel pursuant to the performance of Services commissioned by the Client shall remain with the Consultant.

17.2.7.5. For the purpose of Clause 17.2.7.2, “use‟ shall mean and include reproduction, making of derivatives, adaptations, publications and sub-licensing of all the Software and the intellectual property rights therein, but excludes commercial sub-licensing of the Software or its derivatives and adaptations.

**17.2.8. Confidentiality**

17.2.8.1. Neither of the Parties shall, without the consent of the other, divulge or suffer or permit its officers, employees, or agents to divulge to any person (other than to any of its or their respective officers or employees who require the same to enable them to properly carry out their duties) any information concerning the operations, contracts, commercial or financial arrangements or affairs of the other Party. Both

Parties agree that confidentiality obligations do not apply to:

* 1. Information that is already known to third parties without breach of this Contract;

and

b) or an appropriately empowered public authority, or as a result of an obligation arising under the Right to Information Act or other public disclosure law.

**17.2.9. Access and Audit**

17.2.9.1. The Consultant shall keep accurate and systematic accounts, files and records (“the Records”). The Records shall clearly identify, among other things, the basis upon which invoices have been calculated and the Consultant shall keep the Records throughout the duration of this Contract and for seven years following its termination.

17.2.9.2. The Consultant shall upon request provide the Client or its representatives or audit officials unrestricted access to the Records in order that the Records may be inspected and copied. The Consultant shall co-operate fully in providing to the Client or its representative's answers to such enquiries as may be made about the Records.

17.2.9.3. Where it is found by the Client that any over payment has been made to the Consultant, the Consultant shall reimburse the Client such amount within 28 days of the date of the Client’s written demand.

**17.2.10. Corruption, Commission and Discounts**

17.2.10.1. The Consultant warrants and represents to the Client that neither theConsultant nor any of the Consultant's Personnel:

a) has given, offered or agreed to give or accepted, any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of any contract or for showing or forbearing to show favour or disfavour to any person or entity in relation to any contract;

or

has entered into any contract in connection with which commission has been paid or agreed to be paid by or to the Consultant or Consultant's Personnel or on their behalf or to their knowledge unless, before such contract was made, Particulars of any such commission and of the terms of any agreement for the payment of such commission were disclosed in writing to the Client, whose written consent was subsequently given to such payment.

17.2.10.2. Neither the Consultant nor any of the Consultant's Personnel shall accept for or on their own benefit any trade commission, discount or similar payment or benefit in connection with this Contract.

**17.2.11. Conflict of Interest**

17.2.11.1. Neither the Consultant nor any of the Consultant's Personnel shall engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to this Contract.

17.2.11.2. The Consultant and the Consultant's Personnel shall notify the Client immediately of any actual or potential conflict together with recommendations as to how the conflict can be avoided.

**17.2.12. Insurances**

17.2.12.1. The Consultant shall maintain professional indemnity insurance cover of an amount not less than the Financial Limit.

17.2.12.2. At the request of the Client, or its representatives, the Consultant shall provide evidence showing that such insurance has been taken out and maintained and that current premiums have been paid.

**17.2.13. Indemnity**

17.2.13.1. Except where arising from the negligence of the Client or Client’s employees, the Consultant shall indemnify the Client in respect of any costs or damages howsoever arising out of or related to breach of warranty or representation, contract or statutory duty, or tortuous acts or omissions by the Consultant or the Consultant's Personnel or any claims made against the Client by third parties in respect thereof.

**FEES AND PAYMENT**

**17.2.14. Applicable Provisions and Financial Limit**

17.2.14.1. Unless different provisions are substituted in Section 3, Clauses 1 to 6 inclusive shall apply in relation to fees and payment.

17.2.14.2. The components which comprise the Financial Limit are set out in the Schedule of Fees, Section 5. No expenditure may be incurred in excess of the Financial Limit and no virements between components shown in the schedule of Fees in Section 5 are permitted without the prior written authority of the Client Contract Officer.

**17.2.16. Fees**

17.2.15.1. Any fees payable are deemed to cover the cost of salary, overseas inducements, leave allowances, bonuses, profit, taxes, insurances, superannuation, non-working days and all other costs including, but not limited to, clothing, passports, visas and vaccinations, overheads and expenses of whatsoever nature that may be incurred except those otherwise specifically provided for in this Contract.

**17.2.16. Invoicing Instructions**

17.2.16.1. Invoices should be submitted against agreed milestones or as specified at Section 5, Schedule of Payments in duplicate and in accordance with the remainder of Clause 17.2.16.

17.2.16.2. The Client shall unless otherwise expressly provided in Section 3 make payments due by direct credit through the prevailing Clearing Systems. All invoices must contain details of the bank account to which payments are to be made.

17.2.16.3. Invoices should include a form of letterhead, the Contract reference number and bear an original signature. They should be numbered sequentially and dated, and marked “For the attention of the Contract Officer” named in Section 3. The final invoice presented in connection with this Contract should be endorsed “Final Invoice”.

**16.2.17. Payments**

17.2.17.1. Subject to the Client being satisfied that the Consultant is or has been carrying out their duties, obligations and responsibilities under this Contract, sums duly approved shall be paid within 30 days of receipt of a valid invoice.

17.2.17.2. If for any reason the Client is dissatisfied with performance of this Contract or there has been a unreasonable delay without clients approval an appropriate sum may be withheld from any payment otherwise due. In such event the Client shall identify the particular Services with which it is dissatisfied together with the reasons for such dissatisfaction, and payment of the amount outstanding will be made upon remedy of any unsatisfactory work or resolution of outstanding queries.

17.2.17.3. Should the Client determine after paying for a particular Service that the Service has not been completed satisfactorily, the Client may recover, or withhold from further payments, an amount not exceeding that previously charged for that Service until the unsatisfactory Service is remedied to its satisfaction.

**17.2.18. Taxes and Duties**

17.2.18.1. The Consultant shall be entirely responsible for service tax and all other taxes, stamp duties, license fees, and other such levies imposed within/outside India.

17.2.18.2. If any tax exemptions, reductions, allowances or privileges are available to the Consultant in India, the Client shall use its best efforts to enable the Consultant to benefit from any such tax savings to the maximum allowable extent.

**FORCE MAJEURE AND TERMINATION**

**17.2.19. Force Majeure**

17.2.19.1. Where the performance by the Consultant of its obligations under this Contract is delayed, hindered or prevented by an event or events beyond the reasonable control of the Consultant and against which an experienced consultant could not reasonably have been expected to take precautions, the Consultant shall promptly notify the Client in writing, specifying the nature of the force majeure event and stating the anticipated delay in the performance of this Contract.

17.2.19.2. From the date of receipt of notice given in accordance with Clause 17.2.19.1, the Client may, at its sole discretion, either suspend this Contract for up to a period of 6 months („the Suspension Period‟) or terminate this Contract forthwith.

17.2.19.3. If by the end of the Suspension Period the Parties have not agreed to a further period of suspension or re-instatement of the Contract, this Contract shall terminate automatically.

**17.2.20. Suspension or Termination without Default of the Consultant**

17.2.20.1. The Client may, at its sole discretion, suspend or terminate this Contract at any time by so notifying the Consultant and giving the reason(s) for such suspension or termination.

17.2.20.2. Where this Contract has been suspended or terminated pursuant to Clause 17.2. 20.1, the

Consultant shall:

* 1. take such steps as are necessary to terminate the provision of the Services, in a cost-effective, timely and orderly manner; and
  2. provide to the Client, not more than 60 days after the Client notifies the Consultant of the suspension or termination of this Contract an account in writing, stating:

1. any costs due before the date of suspension or termination;
2. any costs incurred by the Consultant after the date of suspension or termination, which the Consultant necessarily incurred in the proper performance of this Contract and which it cannot reasonably be expected to avoid or recover.

17.2.20.3. Subject to the Client’s approval, the Client shall pay such amount to the Consultant within 30 days of receipt from the Consultant of an Invoice in respect of the amount due.

**17.2.21. Suspension or Termination with Default of the Consultant**

17.2.21.1. The Client may notify the Consultant of the suspension or termination of this Contract where the Services or any part of them are not provided to the satisfaction of the Client, giving the reasons for such dissatisfaction and, in the case of suspension, the action required by the Consultant to remedy that dissatisfaction and the time within which it must be completed.

17.2.21.2. Where this Contract is suspended under Clause 17.2.21.1 and the Consultant subsequently fails to remedy the dissatisfaction, the Client may terminate this Contract forthwith.

17.2.21.3. The Client may, without prejudice to its other rights, including but not limited to the right to claim for costs and losses incurred terminate this Contract forthwith where:

1. the Consultant or any member of the Consultant's Personnel, either directly or

through their servants or agents, breaches any of their obligations under this Contract, or

1. the Consultant or any member of the Consultant's Personnel has committed an offence under the Prevention of Corruption Acts 1988 or the National Security Act 1980 or in breach of Clause 10 of this Contract; or
2. the Consultant is an individual or a partnership or a joint venture and at any time:
   1. become bankrupt; or
   2. is the subject of a receiving order or administration orders; o
   3. makes any composition or arrangement with or for the benefit of the Consultant’s creditors; or
   4. makes any conveyance or assignment for the benefit of the Consultant's creditors; or

d) the Consultant is a company and:

1. an order is made or a resolution is passed for the winding up of the Consultant; or
2. a receiver or administrator is appointed in respect of the whole or any part of the undertaking of the Consultant.

e) the Consultant is a partnership or joint venture or a company and there is a Changein Control. However, the Contract will continue if the Client states that it has “no objection" to the continuation of the Contract after the Change in Control.

17.2.21.4. Where this Contract is terminated in accordance with this Clause, or because of change in CV without prior approval from the Client, the Consultant shall without prejudice to the Client’s other remedies, take any steps necessary to terminate the provision of the Services in a timely and orderly manner but shall not be entitled to any further payment in relation to this Contract.

17.2.21.5. In case of termination of contact the client will be forfeited the Bank Guarantee.

**GENERAL PROVISIONS**

**17.2.22. Variations**

17.2.22.1 No variation/amendment in the terms or scope of this Contract shall be effective without the prior written consent of both Parties and recorded in writing in the form of a letter entitled “Contract Amendment No.". Without such consent either Party shall have any liability in respect of work performed outside the Services set out in Section 4.

**17.2.23. Assignment**

17.2.23.1 The Consultant shall not, without the prior written consent of the Client, assign or transfer or cause to be assigned or transferred, whether actually or as the result of takeover, merger or other change of identity or character of the Consultant, any of its rights or obligations under this Contract or any part, share or interest therein.

**17.2.24. Limit of Liability**

17.2.24.1 Except where there has been misconduct, gross negligence, dishonesty or fraud on behalf of the Consultant or the Consultant's Personnel the Consultant's liability under this Contract shall be subject to the amount of the Financial Limit.

**17.2.25. Retention of Rights**

17.2.25.1. Clauses 17.2.6, 7, 8, 9, 13, 26 and 27 of this Section 2 and any relevant clauses listed under Section 3 shall continue in force following the termination of this Contract.

**17.2.26. Law and Jurisdiction**

17.2.26.1. This Contract shall be governed by the laws of Republic of India.

17.2.27**Resolution of Disputes**

If any dispute arises between parties, then these would be resolved in following ways:

17.2.27.1. **Amicable Settlement**

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this contract or its interpretation. Performance of the Contract is governed by the terms and conditions of the Contract, however at times dispute may arise about any interpretation of any term or condition of Contract including the scope of work, the clauses of payments etc. In such a situation either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, then the second Sub-clause of resolution of disputes shall become applicable.

17.2.27.2. **Resolution of Disputes**

In case dispute arising between the SUDA,H and the Agency, which has not been settled amicably, the Agency can request the SUDA,H to refer the dispute for Arbitration under Arbitration and Conciliation Act, 1996. Such disputes shall be referred to the Secretary, Urban Local Bodies Department, Haryana. The Indian Arbitration and Conciliation Act, 1996 and any statutory modification or reenactment thereof, shall apply to these arbitration proceedings. Arbitration proceedings will be held at Chandigarh, Haryana. The decision of the arbitrator shall be final and binding upon both the parties. All arbitration awards shall be in writing and shall state the reasons for the award. The expenses of the arbitration as determined by the arbitrator shall be borne by the Agency. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.

17.2.27.3. **Legal Jurisdiction**

All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in Chandigarh.

**17.3 Section 3: Special Conditions**

[Select the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]

**17.3.1.**  **Officials**

**17.3.1.1.**  **The Contract Officer is: [please insert details as below]**

Name:

Designation: Mission Director

State Urban Development Authority, Haryana,

Bays No.11-14, Sector-4, Panchkula (Haryana).

Telephone: 0172-2570020

Email: suda.haryana @yahoo.co.in

**17.3.1.2.**  **The Project/Nodal Officer/Officer In-Charge is: [please insert details as below]**

Name:

Commissioner, Municipal Corporation of HQ town/ULB of concerned Cluster/ Revenue Division or other officer nominated by him.

Telephone:

Email: suda.haryana@yahoo.co.in

**17.3.1.3.**  **The Consultants Representative is: [please insert details as below]**

Name:

Designation: Communication Address: Phone:

Fax:

Email:

**17.3.2.**  **Additional Documents To Be Included In This Contract**

The following documents are included in and form part of the Contract:

Annex X. Minutes of the meeting between the Client and the Consultant dated xxxx 2016

*[If there are any modifications to the General Conditions of Contract, the clauses that replace GCC clauses should be inserted here. Additional clauses can also be inserted here,*

*but care should be taken to ensure that this does not cause interpretation difficulties.]*

**17.3.3.**  **Payment Schedule**

The payment schedule is contained at Section 5 on Schedule of Payments [*Any changes should be advised to the Consultant during negotiations.*]

**17.3.4.**  **Marking AndDocumentation**

The marking and documentation within and outside the Lots shall be: [insert in detail the

markings on the packing and all documentation required; sample below]

SSK

Details of Project Officer as in 1.2 of SCC

Standard International Norms for Marking

**17.3.5. Resolution of Disputes**

If any dispute arises between parties, then these would be resolved in following ways:

**17.3.5.1. Amicable Settlement**

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this contract or its interpretation. Performance of the Contract is governed by the terms and conditions of the Contract, however at times dispute may arise about any interpretation of any term or condition of Contract including the scope of work, the clauses of payments etc. In such a situation either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, then the second Sub-clause of resolution of disputes shall become applicable.

**17.3.5. 2. Resolution of Disputes**

In case dispute arising between the SUDA,H and the Agency, which has not been settled amicably, the Agency can request the SUDA,H to refer the dispute for Arbitration under Arbitration and Conciliation Act, 1996. Such disputes shall be referred to the Secretary, Urban Local Bodies Department, Haryana. The Indian Arbitration and Conciliation Act, 1996 and any statutory modification or reenactment thereof, shall apply to these arbitration proceedings. Arbitration proceedings will be held at Chandigarh, Haryana. The decision of the arbitrator shall be final and binding upon both the parties. All arbitration awards shall be in writing and shall state the reasons for the award. The expenses of the arbitration as determined by the arbitrator shall be borne by the Agency. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.

**17.3.6. Legal Jurisdiction**

All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in Chandigarh.

**17.4.**  **Section 4: Terms of Reference and Consultants PersonnelSchedule**

[Insert from Annexure D in RfP, without payment schedule] Insert Manning Schedule at the end of the TOR]

**17.5 Section 5: Schedule of Payment**

**17.5.1. Third Party Quality Monitoring Agency (TPQMA) for all the towns of Haryana under Pradhan MantriAwasYojana-Urban (At State Level or at concerned ULB level as decided by the Mission Director, SUDA, Haryana)**

**Payment Schedule**

The first payment will be made after performing at least 10-12 visits along with DPR / Report submission in prescribed formats/Annexure and the subsequent payments will be made on monthly basis after producing the record of visits made at site. The invoice will be cleared by the SLNA, Haryana on acceptance of their report by the appropriate authority.

**Note:**

* **The consultant will submit the invoice on the basis of inspections made in each town, duly approved by the Commissioners/Executive Officers/Secretaries of ULBs. Contract Value is inclusive of GST. The invoice should be prepared on the basis of number of visits conducted and derived cost per visit of the quoted/negotiated amount.**
* **If any excess payment is made, the consulting firm will refund the same within seven days to the State Urban Development Authority, Haryana, Panchkula or the excess amount shall be recovered from the performance guarantee given by the Consulting firm.**

The payment shall be released within 2 weeks from receipt of invoice from the consultant subject to terms and conditions mentioned earlier in this contract.

**17.6. Section 6: Invoice Format**

**INVOICE**

***[To be given on letter head of the firm]***

|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Mission Director,  State Urban Development Authority, Haryana,  Bays No. 11-14, Sector-4,Panchkula | | | | | Invoice NO: | | | |  | | |
| Invoice Date: | | | |  | | |
| For Attention of | |  | | | Service: | | | |  | | |
| Contract For | |  | | | Registration No. | | | |  | | |
| Contract No. | |  | | | PAN Number: | | | |  | | |
| Period of Consultancy | |  | | | Start Date | | | | End Date | | |
|  | | | |  | | |
| Milestone achieved for this claim | | | | |  | | | | | | |
| Contract Value payable at this Claim stage | | | | | Amount | | | Tax, if any | | Total Amount | |
|  | | |  | |  | |
| %are of Contract value as per section 5 of Consultancy Contract | | | | |  | | | | | | |
| Maximum Contract Value (Amount in Rupees) | | | | | Total Amount received(Amount in Rupees) | | | | | | |
|  | | | | |  | | | | | | |
| Previous Claims Made and Payments | | | | | | | | | | | |
| Invoice No. | | | | Invoice & Date | | | Amount | | | Date of Receipt | |
| 1 |  | | |  | | |  | | |  | |
| 2 |  | | |  | | |  | | |  | |
| 3 |  | | |  | | |  | | |  | |
| 4 |  | | |  | | |  | | |  | |
|  | Total | | |  | | |  | | |  | |
| Contract Value (Gross Amount) due at this Claim Stage less payments made earlier (Amount in Rs.) | | | | | | | | | |  | |
| Less: TDS/TCS (as applicable) | | | | | | | | | |  | |
| Net Amount payable at this Claim Stage (In Rs.) | | | | | | | | | |  | |
| Name of the Bank | | |  | | | Bank Swift ID | | | | |  |
| Address of the Bank | | |  | | | Bank Account No. | | | | |  |
| Bank RTGS Code | | |  | | | Account Name | | | | |  |

This invoice is in respect of a supply of services to the Client, and is addressed to the Client, Purely for payment purposes. I certify that the amounts claimed in this invoice have been wholly and necessarily incurred for the purpose of the engagement and have not been claimed before.

**(Signature of Consultant)**

The claim is correct and Services have been received. Please arrange payment:

(Project In-charge)

**17.7.**  **Section 7: Performance Guarantee**

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the

Instructions indicated]

Date: [insert date (as day, month, and year) of Bid Submission]

Contract No. and title: [insert no. and title of bidding process]

Bank’s Branch or Office: [insert complete name of Guarantor]

Beneficiary: [insert complete name of Purchaser]

**Performance Guarantee No.:**  [insert Performance Guarantee number]

We have been informed that [insert complete name of Contractor] (hereinafter called “the Contractor”) has entered into Contract No. [Insert number] dated [insert day and month], [insert year] with you, for the supply of [description of Equipment and Related Services] (hereinafter called “the Contract”).

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Contractor, we hereby irrevocably undertake to pay you any sum(s) not exceeding [insert amount (in Rs.) in figures and words] upon receipt by us of your first demand in writing declaring the Contractor to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the [insert number] day of [insert month] [insert year]8, and any demand for payment under it must be received by us at this office on or before that date.

[In preparing this Guarantee, the Purchaser might consider adding the following text to the

Form]

We agree to time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the Purchaser’s written request for such extension, such request to be

presented to us before the expiry of the Guarantee.”

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded. [signatures of authorized representatives of the bank and the Contractor]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**7 The Bank shall insert the amount(s) specified in the SCC and denominated in Indian Rupees.**

**8 Dates established in accordance with the General Conditions of Contract (“GCC”).**

**17.8 Section 8: Undertaking from the firm/Agency/Bidder**

(on a company/firm letter head)

To,

The Mission Director,

State Urban Dev. Authority, Haryana

Sector-4, Panchkula

This is to declare that Experts proposed by our firm **[Name of Firm)** in the present proposal **[Insert Contract Number]** bearing the title **[Insert Contract Name],** has never been demobilized for poor/unsatisfactory performance from any project during the last three years.

Authorized Signatory

(Name and Full details of the company)

On Agency’s Letter-Head)

**17.9 Section 9: Undertaking from the firm/Agency/Bidder**

(on a company/firm letter head)

To,

The Mission Director,

State Urban Dev. Authority, Haryana

Sector-4, Panchkula

This is to declare that Experts proposed by our firm **[Name of Firm)** in the present proposal **[Insert Contract Number]** bearing the title **[Insert Contract Name],** will not be part of any other assignment of State Urban Dev. Authority, Haryana or Urban Local Bodies Department, Haryana or any Urban Local Body of Haryana.

Authorized Signatory

(Name and Full details of the company)

**TOWN-WISE TENTATIVE DETAILS OF DUs APPROVED PROJECTS (AHP+BLC) Annexure-F**

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **District** | **Town** | **Affordable Housing (AHP)** | **Beneficiary Led Construction (BLC)** | | | **District** | **Town** | **Affordable Housing (AHP)** | **Beneficiary Led Construction (BLC** | | | |
| **New** | | **Enh.** | **Total** |
| **New** | **Enh.** | **Total** |
| Ambala | Naraingarh | 623 | 64 | 15 | 79 | K. kshetra | Shahbad | 1137 | 418 | 54 | | 472 |
| Ambala | BARARA | 279 | 280 | 4 | 284 | K. kshetra | Pehowa | 1511 | 488 | 98 | | 586 |
| Ambala | Ambala | 6812 | 314 | 28 | 342 | K. kshetra | Thanesar | 2986 | 495 | 118 | | 613 |
| **Total** |  | **7714** | **658** | **47** | **705** | K. kshetra | Ladwa | 836 | 794 | 104 | | 898 |
| Bhiwani | Loharu | 103 | 195 | 78 | 273 | **Total** |  | **6470** | **2195** | **374** | | **2569** |
| Bhiwani | Bawanikhera | 103 | 538 | 214 | 752 | M. garh | Ateli | 96 | 10 | 5 | | 15 |
| Bhiwani | Siwani | 208 | 532 | 418 | 950 | M. garh | M. garh | 249 | 224 | 197 | | 421 |
| Bhiwani | Bhiwani | 1724 | 3115 | 685 | 3800 | M. garh | Kanina | 101 | 269 | 214 | | 483 |
| **Total** |  | **2138** | **4380** | **1395** | **5775** | M. garh | N.Chodhary | 156 | 379 | 225 | | 604 |
| Ch. Dadri | CharkhiDadri | 485 | 623 | 154 | 777 | M. garh | Narunaul | 656 | 766 | 478 | | 1244 |
| **Total** |  | **485** | **623** | **154** | **777** | **Total** |  | **1258** | **1648** | **1119** | | **2767** |
| Faridabad | Faridabad | 30013 | 780 | 81 | 861 | Mewat | Taoru | 563 | 219 | 16 | | 235 |
| **Total** |  | **30013** | **780** | **81** | **861** | Mewat | Nuh | 112 | 214 | 48 | | 262 |
| Fatehabad | Fatehabad | 1461 | 182 | 152 | 334 | Mewat | F.Jhirkha | 252 | 249 | 170 | | 419 |
| Fatehabad | RATIA | 556 | 319 | 165 | 484 | Mewat | Punhana | 148 | 596 | 141 | | 737 |
| Fatehabad | TOHANA | 613 | 673 | 174 | 847 | **Total** |  | **1075** | **1278** | **375** | | **1653** |
| Fatehabad | BHUNA | 296 | 646 | 421 | 1067 | Palwal | Hodal | 169 | 329 | 181 | | 510 |
| **Total** |  | **2926** | **1820** | **912** | **2732** | Palwal | Hathin | 50 | 345 | 273 | | 618 |
| Gurugram | Farukhnagar | 525 | 92 | 31 | 123 | Palwal | Palwal | 442 | 1096 | 290 | | 1386 |
| Gurugram | Pataudi | 857 | 106 | 90 | 196 | **Total** |  | **661** | **1770** | **744** | | **2514** |
| Gurugram | Gurgaon | 22824 | 171 | 172 | 343 | Panchkula | Panchkula | 4894 | 19 | 8 | | 27 |
| Gurugram | Hailey Mandi | 535 | 234 | 117 | 351 | **Total** |  | **4894** | **19** | **8** | | **27** |
| Gurugram | Sohana | 3653 | 294 | 254 | 548 | Panipat | Samalkha | 1428 | 382 | 67 | | 449 |
| **Total** |  | **28394** | **897** | **664** | **1561** | Panipat | Panipat | 10433 | 671 | 101 | | 772 |
| Hisar | Barwala | 417 | 254 | 217 | 471 | **Total** |  | **10433** | **671** | **101** | | **772** |
| Hisar | NARNAUND | 106 | 570 | 46 | 616 | Rewari | Rewari | 3908 | 82 | 58 | | 140 |
| Hisar | UKLANA | 355 | 735 | 300 | 1035 | Rewari | Dharuhera | 467 | 103 | 54 | | 157 |
| Hisar | Hisar | 7526 | 1204 | 898 | 2102 | Rewari | Bawal | 148 | 117 | 56 | | 173 |
| Hisar | Hansi | 1208 | 1792 | 420 | 2212 | **Total** |  | **4523** | **302** | **168** | | **470** |
| **Total** |  | **9612** | **4555** | **1881** | **6436** | Rohtak | Sampla | 416 | 396 | 265 | | 661 |
| Jhajjar | BERI | 332 | 266 | 191 | 457 | Rohtak | Meham | 654 | 589 | 135 | | 724 |
| Jhajjar | Jhajjar | 1177 | 366 | 228 | 594 | Rohtak | Kalanaur | 488 | 689 | 195 | | 884 |
| Jhajjar | Bahadurgarh | 5520 | 518 | 177 | 695 | Rohtak | Rohtak | 3246 | 798 | 378 | | 1176 |
| **Total** |  | **7029** | **1150** | **596** | **1746** | **Total** |  | **4804** | **2472** | **973** | | **3445** |
| Jind | Safidon | 383 | 522 | 38 | 560 | Sirsa | Sirsa | 3053 | 116 | 117 | | 233 |
| Jind | JULANA | 198 | 547 | 16 | 563 | Sirsa | Rania | 447 | 165 | 92 | | 257 |
| Jind | UCHANA | 208 | 613 | 70 | 683 | Sirsa | M.idabwali | 1621 | 178 | 96 | | 274 |
| Jind | NARWANA | 623 | 724 | 29 | 753 | Sirsa | Kalanwali | 522 | 190 | 193 | | 383 |
| Jind | Jind | 2106 | 1433 | 99 | 1532 | Sirsa | Ellanabad | 786 | 270 | 186 | | 456 |
| **Total** |  | **3518** | **3839** | **252** | **4091** | **Total** |  | **6429** | **919** | **684** | | **1603** |
| Kaithal | PUNDRI | 301 | 581 | 20 | 601 | Sonepat | kharkhoda | 296 | 174 | 87 | | 261 |
| Kaithal | KALAYAT | 128 | 630 | 32 | 662 | Sonepat | gannaur | 1045 | 503 | 132 | | 635 |
| Kaithal | RAJOUND | 53 | 853 | 31 | 884 | Sonepat | Sonipat | 6868 | 713 | 73 | | 786 |
| Kaithal | Cheeka | 1129 | 851 | 115 | 966 | Sonepat | Gohana | 1361 | 734 | 167 | | 901 |
| Kaithal | Kaithal | 3728 | 1508 | 219 | 1727 | **Total** |  | **9570** | **2124** | **459** | | **2583** |
| **Total** |  | **5339** | **4423** | **417** | **4840** | Y.nagar | Radaur | 77 | 127 | 17 | | 144 |
| Karnal | Nilokheri | 823 | 85 | 15 | 100 | Y.nagar | Y. Nagar | 8993 | 2254 | 210 | | 2464 |
| Karnal | Nissing | 270 | 230 | 6 | 236 | **Total** |  | **9070** | **2381** | **227** | | **2608** |
| Karnal | Assand | 501 | 283 | 26 | 309 | **Grand Total** | | **166655** | **41799** | **12111** | | **53910** |
| Karnal | Indri | 262 | 304 | 34 | 338 | **Note:**  **(1) More DUs/projects under ISSR, AHP or BLC are likely to be approved in next phases.**  **(2) The number of site visits shall be decided by the Mission Director keeping in view the DU’s number of a project/cluster(s).** | | | | | | |
| Karnal | Taraori | 746 | 489 | 15 | 504 |
| Karnal | Gharaunda | 1306 | 573 | 51 | 624 |
| Karnal | Karnal | 4964 | 549 | 266 | 815 |
| **Total** |  | **8872** | **2513** | **413** | **2926** |

**Annexure-G**

***[To be given on letter head of the firm]***

**SELF ASSESSMENT SHEET- ELIGIBILITY CRITERIA:**

|  |  |  |  |
| --- | --- | --- | --- |
| **Cl.**  **No.** | **Description** | **Fulfilled**  **(Yes=Y, No =N)** | **Supporting Document available at Technical BID page no(s).** |
|  | A Consultant may be a Private/ Govt. Entity as Partnership firm, Proprietary, or a Company incorporated under Indian Companies Act 1956, which is eligible as per the eligibility criteria specified in the Bid Data Sheet. The consultancy firm should also satisfy the following: |  | PAGE No. ---- to ------- |
|  | * + - * 1. Government-owned enterprises in India may participate as a bidder only if they can establish that they: a) are legally and financially autonomous, b) operate under commercial law, c) they are eligible as per minimum criteria and d), are not dependent agencies of MoHUPA, MoUD, GoI ULB Department, Haryana, Haryana Government. |  | PAGE No. ---- to ------- |
|  | * + - * 1. Proposal(s) in consortium or Joint Venture shall not be allowed/ accepted. |  | PAGE No. ---- to ------- |
|  | * + - * 1. Consultant shall provide such evidence of their continued eligibility satisfactory to the Client, as the Client shall reasonably request. |  | PAGE No. ---- to ------- |
|  | * + - * 1. The Agency should have proper Firm/Company/Institution Regn. No., PAN, TAN, Service Tax No. etc. under appropriate Act/Law |  | PAGE No. ---- to ------- |
|  | The Agency should have experience of Third Party Quality Monitoring in civil works during the last 3 years. |  | PAGE No. ---- to ------- |
|  | The TPQMA should not have incurred any loss for the last 3 financial years which is mandatory clause as per reference guide of TPQM 2017 issued by MoHUA, Govt. of India. Bidders should submit audited statement showing their net balance / Profit for last three financial years. |  | PAGE No. ---- to ------- |
|  | The TPQMA deploys optimum number of experts as per the need of the projects |  |  |
|  | The Agency should deploy a team of experts i.e. Senior Engineer, Civil as Team Lead and Engineer Electrical/Mechanical having experience of similar kind of projects and expertise in the concerned sectors as given in Clause 16.9  Annexure-D of this document |  | PAGE No. ---- to ------- |
|  | No conflict of interest prevails in the engagement. |  | PAGE No. ---- to ------- |
|  | Average annual turnover for the last three financial years (2013-14, 2014-15 & 2016-17) should be equal to or greater than Rs. 50.00 Lakhs. |  | PAGE No. ---- to ------- |
|  | The firm/agency should not be black-listed/ de-listed/ debarred by Govt. of India/Any other State Govt./Haryana Govt. or its Departments/agency(ies). The Prospective bidders are required to submit a **separate notarized affidavit** in this regard |  | PAGE No. ---- to ------- |

1. The TPQMA deploys optimum number of experts as per the need of the projects.
2. The Agency should deploy a team of experts i.e. Senior Engineer, Civil as Team Lead and Engineer Electrical/Mechanical having experience of similar kind of projects and expertise in the concerned sectors as given in Clause 16.9Annexure-D of this document.
3. No conflict of interest prevails in the engagement.
4. Average annual turnover for the last three financial years (2013-14, 2014-15 & 2016-17) should be equal to or greater than Rs. 50.00 Lakhs.
5. The firm/agency should not be black-listed/ de-listed/ debarred by Govt. of India/Any other State Govt./Haryana Govt. or its Departments/agency(ies). The Prospective bidders are required to submit a separate notarized affidavit in this regard.

Signature

(Authorized Signatory)

**Annexure-H**

***[To be given on letter head of the firm]***

**SELF ASSESSMENT SHEET-TECHNICAL EVALUATION CRITERIA**

| **Sr.**  **No.** | **Criteria** | **Score** | **Self-assessed**  **score/ Marks** | **Supporting Document at BID page No.** |
| --- | --- | --- | --- | --- |
| **I. Past Experience of Agency-35 Marks** | | | |  |
| **1.** | **Specific Experience** of consultant related to the present assignment in last 5 (five ) financial years i.e. 2013-2014 to 2017-2018***,***  ***(for completed projects, completion certificate from client to be attached and for on-going projects, work orders issued by the client to be attached)*** | **20** |  | PAGE No. -- to -- |
| **2.** | Past Experience of agency handling works of Government of India / State Governments in the past ***(for completed projects, completion certificate from client to be attached and for on-going projects, work orders issued by the client to be attached)*** | **15** |  | PAGE No. -- to -- |
| **II. Average Annual Turnover in last three financial years-15 Marks** | | | |  |
|  | Average Annual Turnover in last 3 financial years (2013-14, 2014-15 and 2016-17) | **15** |  | PAGE No. -- to -- |
| **III. Approach, Methodology for the proposed Assignment/Job-20 Marks** | | | |  |
| **A** | **Understanding of Objectives** |  |  |  |
|  | General Understanding. | **5** |  | PAGE No. -- to -- |
|  | |  | | --- | | Components coverage-proposed approach covers all requirements of ToR | | **5** |  | PAGE No. -- to -- |
| **B** | Quality of Methodology/Approach | **3** |  | PAGE No. -- to -- |
| **C** | Innovativeness/Comments on Terms of Reference | **2** |  | PAGE No. -- to -- |
| **D** | Team Composition | **5** |  | PAGE No. -- to -- |
| **III. Team structure (Personnel (CVs)-30 Marks** | | | |  |
| **a.** | Team leader (Senior Engineer, Civil) Relevant experience of Senior engineer(s) as given in Clause 16.9 under Annexure D of the proposal (detail documents of qualification and experience along with the thorough knowledge of the subjects is to be enclosed categorically) | **18** |  | PAGE No. -- to -- |
| **b.** | Engineer (Mechanical /Electrical) Relevant experience of Engineer engineer(s) as given in Clause 16.9 under Annexure D of the proposal (detail documents of qualification and experience along with the thorough knowledge of the subjects is to be enclosed categorically) | **12** |  | PAGE No. -- to -- |
|  | **TOTAL** | **100** |  |  |

Signature

(Authorized Signatory)