

Request for Proposal (RFP) for Selection of Third Party Quality Monitoring Agency (TPQMA) for projects of ULB's of Bihar State under Pradhan Mantri Awas Yojana – Housing for All

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Bihar Urban Development Agency
Urban Development and Housing Department (UD&HD), Govt. of Bihar
Address-Vikas Bhawan, Bailey Road, Patna - 800 015

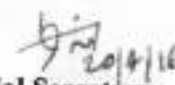
NIT No.:- 04/HFA-16/17/1026

Date:- 20/04/2018

Bihar Urban Development Agency (BUDA) invites application from experienced and reputed technical firms/agency for "Selection of Third Party Quality Monitoring Agency (TPQMA) for projects of State under Pradhan Mantri Awas Yojana – Housing for All" as given Below

- The agency should be legal entity, reputed central/state government owned institutes or private institutes/ organizations/ companies/consortiums/limited liability firms/ partnership firms/ joint ventures, registered (copy of incorporation/registration certificates needs to be submitted) under applicable law.
- The Consultant (in case of single business entity) should have a minimum average annual turnover of Rs. 3 (Three) crores during last five (5) financial years;
- Third Party Quality Monitoring of Projects of the valued of 75 crores approved by GoI/state government/Quasi in Infrastructure Projects in urban areas.
- In case of Joint Venture / Consortium, the Lead Partner should meet minimum 60% of the financial criteria and JV partner should meet 40% of financial criteria.
- In case of Joint Venture / Consortium, the lead partners should not have less than 51% share in the JV.s
- Bidder (in case of single business entity) and all partners (in case of JV/ Consortium) any of the partner should have Experience of at least 2 (Two) similar assignments of Third Party Quality Monitoring of Infrastructure Projects in urban areas.
- Evaluations will be done as per the Terms of Reference (ToR) mentioned in the RFP
- Should have registered PAN and GST.
- Interested Firms / Agency may download the complete Request for Proposal (RFP) Document, from tender section on the website: urban.bih.nic.in from 20/04/2018 onwards.
- Interested Firms / Agency may submit their proposals along with a Non-refundable Demand Draft of Rs. 5,000/- (Rupees Five thousand only) drawn in favour of Director, BUDA, payable at Patna, towards the cost of RFP Document. No liability will be accepted for downloading the incomplete document.
- The RFP can be postponed or cancelled at any time due to administrative reasons and no claim shall be entertained on this account.
- Modifications/Amendments/Corrigendum, if any shall not be advertised in the newspaper but shall be published on the departmental website.
- The undersigned reserve the right to change the terms and conditions, select/reject any application without assigning any reason thereof.
- The eligible bidder may submit their bid with the RFP document along with EMD as detailed in RFP document. The Bid must be delivered through Registered post/Speed post or by hand on address below to reach by 15/05/2018 by 3:00 PM.

Director, Bihar Urban Development Agency (BUDA)
Vikas Bhawan, Bailey Road,
Patna - 800 015
Tel: 0612 – 2210000, Website: urban.bih.nic.in


Special Secretary
Urban Development and Housing Department,
Govt. of Bihar

244

RFP No.....

**Selection of Third Party Quality Monitoring Agency (TPQMA) for
projects of ULB's of Bihar State under Pradhan Mantri Awas
Yojana – Housing for All**

Principal Secretary
Urban Development & Housing Department, Govt. of Bihar
Vikas Bhawan, New Secretariat, Patna – 800 015
Tel.: 0612-2215385, 221550, Fax: 0612-2231566, 2215580
Email: asurbanbihar@gmail.com
Website: www.urban.bih.nic.in

248

Urban Development & Housing Department
(Govt. of Bihar)

Request for Proposal (RFP)

for

Selection of Third Party Quality Monitoring Agency (TPQMA) for projects of Bihar state under Pradhan Mantri Awas Yojana – Housing for All

April – 2018

asurbanbihar@gmail.com
www.urban.bih.nic.in

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Notice Inviting Tender

NO.....

DATED

Bihar Urban Development Agency (BUDA) invites application from experienced and reputed technical firms/agency for "Selection of Third Party Quality Monitoring Agency (TPQMA) for projects of State under Pradhan Mantri Awas Yojana – Housing for All" as given below:

Name of work	Approximate no of Visit	EMD	RFP Document Fee (Rs.)
RFP for "Selection of Third Party Quality Monitoring Agency(TPQMA) for projects of ULB's in State under Pradhan Mantri Awas Yojana – Housing for All"	600	5,00,000/-	5000/-

- RFP documents can be seen and downloaded from the website www.urban.bih.nic.in from the said portal. Also can be obtained from office between 11:00 AM and 5:00 PM. on all working days on payment of a fee of INR. 5,000/-(Five Thousand only) in the form of a demand draft in favour of Bihar Urban development Agency, Patna and payable at Patna, Bihar.
- The RFP can be postponed or cancelled at any time due to administrative reasons and no claim shall be entertained on this account.
- Modifications/Amendments/Corrigendum, if any shall not be advertised in the newspaper but shall be published on the departmental website.
- The undersigned reserve the right to change the terms and conditions, select/reject any application without assigning any reason thereof.
- The eligible bidder may submit their bid with the RFP document along with EMD as detailed in RFP document. The Bid must be delivered through Registered post/Speed post or by hand on address below to reach by-2017 by 3:00 PM.

Additional Secretary cum Director
 Bihar Urban Development Agency
 Vikas Bhawan, Patna
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TABLE OF CONTENTS

Section 1:- Letter of Invitation	:	6
Disclaimer	:	8
Section 2: Instructions to the Consultants – Part I	:	10
Section 2: Instructions to the Consultants – Part II Data Sheet	:	23
Section 3: Technical Proposals Standard Forms	:	31
Section 4: Financial Proposals Standard Forms	:	46
Section : Standard Contract Agreement	:	55

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Abbreviation

BDD	:	Bid Due Date
CA	:	Concession Agreement
DPR	:	Detailed Project Report
PMC	:	Project Management Consultant
TPQMA	:	Third Party Quality Monitoring Agency
EMD	:	Earnest Money Deposit
EMP	:	Environment Management Plan
GoCG	:	Government of Bihar
JV	:	Join Venture
LOA	:	Letter of Award
MoUD	:	Ministry of Urban Development
MSW	:	Municipal Solid Waste
AHP	:	Affordable Housing in Partnership
ISSR	:	In-situ slum redevelopment
PPP	:	Public Private Partnership
BLC	:	Beneficiary Led Construction
RFP	:	Request for Proposal
PMAY	:	Pradhan Mantri Awas Yojana
BUDA	:	Bihar Urban Development Agency
TA	:	Transaction Advisor
TEFR	:	Techno Economic Feasibility Report
ToR	:	Terms of Reference
ULB	:	Urban Local Body
VIM	:	Value for Money

235

Section -1

Letter of Invitation

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Project Name: Housing for All
Name of The Client: Director, Bihar Urban Development Agency
Title: Selection of Third Party Quality Monitoring Agency (TPQMA) for projects of Bihar state under Pradhan Mantri Awas Yojana – Housing for All

To,
All Prospective Bidders

Dear Mr./Ms.:

1. The URBAN DEVELOPMENT & HOUSING DEPARTMENT, GOVERNMENT OF BIHAR (hereinafter called "Employer or Client") is executing Projects sanctioned under HOUSING FOR ALL Scheme in the State.
2. The employer invites proposal to provide the following consulting services: Selection of Third Party Quality Monitoring Agency (TPQMA) for projects of Bihar state under Pradhan Mantri Awas Yojana – Housing for All.
3. More details on the services are provided in the Terms of Reference in this RFP document and qualification requirement is at Instructions to Consultants.

1. A firm will be selected under "Least Cost Selection (LCS)" method and procedures described in this RFP.

2. The RFP includes the following documents:

Section 1 - Letter of Invitation

Section 2 - Information to Consultants (including Data Sheet)

Section 3 - Technical Proposal - Standard Forms

Section 4 - Financial Proposal - Standard Forms

Section 5 - Terms of Reference

Section 6 - Standard Forms of Contract

3. Please inform us in writing at the following address

The Director, Urban Development & Housing Department, Government of Bihar upon receipt:

(a) that you have downloaded this RFP document from official website of Urban development & Housing Department, Government of Bihar; and

(b) that you will submit the proposal by the date & time indicated in part II of the information to consultants called project specific information.

Yours sincerely,

Additional Secretary cum Director
Bihar Urban Development Agency
विशेष सचिव
नगर विकास एवं आवास विभाग
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Disclaimer

The information contained in this Request for Proposal document ("RFP") or subsequently provided to Bidder, whether verbally or in documentary or any other form by or on behalf of the BUDA or any of its employees or advisers, 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 or an offer by the BUDA to the prospective Bidder or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Bids pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the BUDA in relation to set up the RFP for "Selection of Third Party Quality Monitoring Agency (TPQMA) for projects under PMAY of Bihar state under Pradhan Mantri Awas Yojana – Housing for All. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the BUDA, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

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

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

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

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

The issue of this RFP does not imply that the BUDA is bound to select Bidder or to appoint the Selected Bidder, as the case may be, "Selection of Third Party Quality Monitoring Agency (TPQMA) for projects under PMAY various clusters of Bihar state under Pradhan Mantri Awas Yojana – Housing for All and the BUDA reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

The Bidder shall bearable list costs associated with or relating to the preparation and submission of its bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the BUDA or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the BUDA shall not be liable in any manner what so ever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Selection Process.

235

Section 2
Instructions to Consultants

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Part I

I. Definitions

- (a) "Assignment/ job" means the work to be performed by the Consultant pursuant to the Contract.
- (b) "BUDA" means Bihar Urban Development Agency; the State Level Nodal Agency (SLNA) for planning, monitoring and implementation of projects proposed/approved under JNNURM/UIDSSMT/IHSDP/RAY/PMAY/AMRUT.
- (c) "Client" means the The Director, Urban Development & Housing Department, Govt. of Bihar and its representative Urban Local Bodies with which the selected Consultant signs the Contract for the Services.
- (d) "Consultant" means any entity or person or associations of person that may provide or provides the Services to the Employer under the Contract.
- (e) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is the General Conditions (GC), the project Specific Conditions (SC), and the Appendices.
- (f) "Data Sheet" means such part of the Instructions to Consultants used to clarify the relevant clause of Instructions to Consultant or to replace certain clause of the Instructions to Consultant specific to the assignment.
- (g) "Day" means calendar day.
- (h) "Employer or Client" means the Urban Development & Housing Department, Govt. of Bihar who have invited the bids for consultancy services and/ or with which the selected Consultant signs the Contract for the Services and to which the selected consultant shall provide services as per the terms and conditions and TOR of the contract.
- (i) "Government" means the Government of Bihar.
- (j) "HFA" Housing for All scheme funded by Government of India earlier named as "RAY" Rajiv Aavas Yojna.
- (k) "IHSDP" means Integrated Housing & Slum Development Program scheme funded by Govt. of India
- (l) "Instructions to Consultants" (Section 2 of the RFP) means the document which provides Consultants with all information needed to prepare their proposals.
- (m) "Joint Venture" means a Consultant which comprises two or more Partners each of whom will be jointly and severally liable to the Client for all the Consultant's obligations under the Contract.
- (n) "LOI" (Section 1 of the RFP) means the Letter of Invitation being sent by the Employer to the consultants.
- (o) "Partner" means any of the entities that make up the Joint Venture; and Partners means all those entities.

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- (p) "Personnel" means professionals and support staff provided by the Consultant assigned to perform the Services or any part thereof,.
- (q) "Project specific information" means such part of the Instructions to Consultants used to reflect specific project and assignment conditions.
- (r) "Proposal" means the Technical Proposal and the Financial Proposal.
- (s) "RFP" means the Request for Proposal prepared by the Employer for the selection of Consultants, based on the SRFP.
- (t) "Services" means the work to be performed pursuant to the Contract.
- (u) "Standard Electronic Means" includes facsimile and email transmissions.
- (v) "Sub-Consultant" means any person or entity with whom the Consultant subcontracts any part of the Assignment/job.
- (w) "Terms of Reference" (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the Consultant, and expected results and deliverables of the Assignment/job.
- (x) "UDHD" means Urban Development & Housing Department, Govt. of Bihar.
- (y) "ULB" means Urban Local Body, local government of a town/city.

2. Introduction

- 2.1 The Employer named in the Part II Data Sheet will select a consulting firm/organization (the Consultant) from those to whom the LOI has been addressed, in accordance with the method of selection specified in the Part II Data Sheet.
- 2.2 The name of the assignment has been mentioned in Part II Data Sheet. Detailed scope of the assignment has been described in the Terms of Reference in Section 5.
- 2.3 The date, time and address for submission of the proposals has been given in Part II Data Sheet.
- 2.4 The Consultants are invited to submit their Proposal, for consulting Assignment named in the Part II Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 2.5 Consultants should familiarize themselves with Local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and Local conditions, Consultants are encouraged to visit the ULBs and meet the Employer's representative named in part II before submitting a proposal and to attend a **pre-proposal meeting** if one is specified in the Part II Data Sheet. Attending the pre-proposal meeting is optional. Consultants should contact the Employer's representative to arrange for their visit or to obtain additional information on the pre-proposal meeting. Consultants should ensure that these representatives are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 2.6 The Employer will provide at no cost to the Consultants the inputs and facilities specified in the Part II Data Sheet, assist the consultants in obtaining licenses and permits needed to carry out the Assignment, and make available relevant project data and reports.
- 2.7 Consultants shall bear all costs associated with visits, the preparation and submission of their

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proposals and contract negotiation. The Employer is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

3. Eligibility of Joint Venture or Association of Consultants

- 3.1. If the consultant has formed a Joint Venture of consultants, each member of the JV or association of consultant shall be evaluated as per the qualification/ eligibility criteria set forth in Part II data Sheet. The combined score of the each member of the association of consultant shall be taken into account for evaluation purpose. If any member of the association of consultants is dropped at the RFP stage, such an association of consultant is liable to be rejected by the Employer. However, the Employer, at its sole discretion, may decide to evaluate for short-listing such association of consultant without considering the strength of the dropped member and if found eligible, may allow such association of consultant to submit their proposal.
- 3.2. A consultant may associate with consultants and /or individual expert at the time of submission of proposal. Under such circumstances each member of the association of consultant shall be evaluated as per the qualification/ eligibility criteria set forth in Part II data Sheet. The combined score of each member of the association of consultant shall be taken into account for evaluation purpose. However, the Employer shall deal with only the lead member for the purpose of this assignment. Although the contract shall be signed by all the members of the associations of the consultants, the lead partner/ member of the association of the consultant shall be responsible and liable to the Employer for every aspects of their proposal, contract etc.
- 3.3. Sub consulting is not permitted for this assignment.

4. Clarification and Amendment of RFP Documents

- 4.1 Consultants may request a clarification on any clause of the RFP documents up to the number of days indicated in the Part II Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Employer's address indicated in the Part II Data Sheet. The Employer will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query) to all Consultants. Should the Employer deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para 4.2 below.
- 4.2 At any time before the submission of Proposals, the Employer may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Employer may, if the amendment is substantial, extend the deadline for the submission of Proposals.

5. Conflict of Interest

- 5.1 Employer requires that Consultants provide professional, objective, and impartial advice and at all

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times hold the Employer's interests paramount, strictly avoid conflicts with other Assignment or their own corporate interests and act without any consideration for future work.

5.2 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

(i) **Conflicting activities:** A firm that has been engaged by the Employer to provide goods, works or Assignment other than consulting Assignment for a project, and any of its affiliates, shall be disqualified from providing consulting Assignment related to those goods, works or Assignment. Conversely, a firm hired to provide consulting Assignment for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or Assignment other than consulting Assignment resulting from or directly related to the firm's consulting Assignment for such preparation or implementation. For the purpose of this paragraph, Assignment other than consulting Assignment are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

(ii) **Conflicting Assignment:** A Consultant (including its Personnel) or any of its affiliates shall not be hired for any Assignment that, by its nature, may be in conflict with another Assignment of the Consultant to be executed for the same or for another Employer. Similarly, a Consultant hired to prepare Terms of Reference for an Assignment shall not be hired for the Assignment in question.

(iii) **Conflicting relationships:** A Consultant (including its Personnel) that has a business or family relationship with a member of the Employer's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the Assignment, (ii) the selection process for such Assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the Contract.

5.3 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the Standard forms of technical proposal provided herewith. If the consultant fails to disclose said situations and if the Employer comes to know about any such situation at any time, it may lead to the disqualification of the Consultant during bidding process or the termination of its Contract during execution of assignment.

5.4 No agency or current employees of the Employer shall work as Consultants under their own ministries, departments or agencies.

6. **Unfair Advantage**

6.1 If a Consultant could derive a competitive advantage from having provided consulting Assignment related to the Assignment in question and which is not defined as conflict of interest as per para 5 above, the Employer shall make available together with this RFP all information that would in that

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respect give such Consultant any competitive advantage over competing Consultants.

7. One Proposal

7.1 Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified.

8. Proposal Validity

8.1 The Part II Data Sheet to consultant indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal and also the financial proposal unchanged. The Employer will make its best effort to complete negotiations within this period. Should the need arise. However, the Employer may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal and their financial proposal remain unchanged, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their proposal. Under such circumstance the Employer shall not consider such proposal for further evaluation and the bid security of the bidder.

9. Preparation of Proposals

9.1 The Proposal as well as all related correspondence exchanged by the Consultants and the Employer, shall be written in English language, unless specified otherwise.

9.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

9.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:

(a) If a Consultant considers that it may enhance its expertise for the Assignment/job by associating with other Consultants, it may associate with other Consultant, only through formation of Joint Venture. However, in case of Joint Venture the lead partner should meet minimum 60% of the financial criteria and JV Partner /Consortium 40% of financial criteria.

(b) The estimated number of Professional staff-months for the Assignment/job is as shown in the Part II. However, the Proposal shall be based on the number of Professional staff-months or budget estimated by the Consultants. While making the proposal, the consultant must ensure that he proposes the minimum number and type of experts as sought by the Employer, failing which the proposal shall be considered as non-responsive.

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(c) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position mentioned. CV of Alternative professional staff will not be evaluated.

9.4 Depending on the nature of the Assignment/job, Consultants are required to submit a Technical Proposal (TP) in forms provided in Section-III. The Part II Data sheet in Section-II indicates the formats of the Technical Proposal to be submitted. **Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive.** The Technical Proposal shall provide the information indicated in the following paras from (a) to (g) using the attached Standard Forms (Section 3). Form Tech – I in Section-III is a sample letter of technical proposal which is to be submitted along with the technical proposal.

(a) A brief description of the consultant's organization and in the case of a consortium/ joint venture, of each partner, will be provided in Form Tech-2. In the same Form, the consultant and in the case of a consortium/ joint venture, each partner will provide details of experience of assignments which are similar to the proposed assignment as per the terms of reference. For each Assignment, the outline should indicate the names of Professional staff who participated, duration of the Assignment, contract amount, and Consultant's involvement. Information should be provided only for those Assignments for which the Consultant was legally contracted by the Employer as a corporation or as one of the major firms within a joint venture. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience along with the proposal and must submit letter of award / copy of contract & completion certificate for all the assignments mentioned in the proposal.

(b) Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the Assignment and on requirements for counterpart staff and facilities including: administrative support, office space, Domestic transportation, equipment, data, etc. to be provided by the Employer (Form TECH-3 of Section 3).

(c) A description of the approach, methodology and work plan for performing the Assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.

(d) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks is to be provided in Form TECH-5 of Section 3.

(e) Estimates of the staff input needed to carry out the Assignment needs to be given in Form TECH-7 of Section 3. The staff-months input should be indicated separately for each location where the

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Consultants have to work and / or provide their key staff.

- (f) CVs of the Professional staff as mentioned in para 9.4 (d) above signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 3).
- (g) A detailed description of the proposed methodology and staffing for training needs to be given, if the Part II Data sheet specifies training as a specific component of the Assignment/job.

9.5 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.

9.6 **Financial Proposals:** The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the Assignment, including (a) remuneration for staff and (b) reimbursable expenses indicated in the Part II Data sheet. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign (if applicable) and domestic expenditures. The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

10. Taxes

10.1 The Consultant shall fully familiarize themselves about the applicable to Domestic taxes (such as: goods and services tax or income tax, duties, fees, levies) on amounts payable by the Employer under the Contract. All such taxes must be included by the consultant in the financial proposal unless otherwise specified in Part II Data sheet.

11. Currency

11.1 Consultants shall express the price of their Assignment in India Rupees..

12. Bid Security and Bid processing Fees

12.1 Bid Security

- I. Bid Security of **Rs. 5,00,000 (Indian Rupees Five Lakhs only)** must be submitted along with the Proposal in the form of DD drawn in favor of the Director, BUDA payable at Patna or in the form of Bank Guarantee issued by any scheduled bank of India in the name of "The Director, BUDA" or in the form of Fixed Deposit Receipt (FDR) pledged in the name of Director, BUDA.
- II. Proposals not accompanied by Bid Security shall be rejected as non-responsive.
- III. No interest shall be payable by the Employer for the sum deposited as Bid Security.
- IV. The Bid Security of the bidders would be returned back within one month of signing of the contract.

12.2 The Bid Security shall be forfeited by the Employer in the following events:

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- I. If Proposal is withdrawn during the validity period or any extension agreed by the consultant thereof.
- II. If the Proposal is varied or modified in a manner not acceptable to the Employer after opening of Proposal during the validity period or any extension thereof.
- III. If the consultant tries to influence the evaluation process.
- IV. If the First ranked consultant withdraws his proposal during contract negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of proposal by the consultant).

13. Bid Processing Fees

All consultants are required to pay **Rs. 5,000 (Indian Rupees Five Thousand Only)** towards Bid Processing Fees in the form of demand Draft drawn in favor of "Director, BUDA" and payable at Patna. The Bid Processing Fee is Non-Refundable.

Please note that the Proposal, which does not include the bid processing fees, would be rejected as non-responsive.

14. Submission, Receipt, and Opening of Proposal

- 14.1 The original proposal, both technical and Financial Proposals shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4. The technical proposal should be spiral binded with page numbers and table of contents.
- 14.2 An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL".
- 14.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the name of the Assignment/job. The envelopes containing the Technical Proposals, Financial Proposals, EMD and bid processing fees shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number be clearly marked "DO NOT OPEN, BEFORE [insert the time and date of the opening indicated in the Data sheet]". The Employer shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection.

If the Financial Proposal is not submitted in a separate sealed envelope duly marked as

indicated above, this will constitute grounds for declaring the Proposal non-responsive.

14.4 The Proposals must be sent to the address/addresses indicated in the Data sheet and received by the Employer no later than the time and the date indicated in the Data sheet, or any extension to this date in accordance with para 4.2 above. Any proposal received by the Employer after the deadline for submission shall be returned unopened.

15. Proposal Evaluation

15.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Employer on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Employer in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.

15.2 The employer has constituted a Consultant Evaluation Committee (CEC) which will carry out the entire evaluation process.

15.3 Evaluation of Technical Proposals:

CEC while evaluating the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the competent authority accepts the recommendation.

Evaluation of Technical Proposals

15.3.1 Technical Proposals shall be evaluated on the basis of following pre-identified criteria:

SNo.	Criteria	Score Allocated
1	Firms General Experience & Experience in Similar Assignments	400
2	Approach & Methodology for proposed assignment	100
3	Qualification and Experience of Team Leader & Other Key Professionals	500
Total Score		1000

15.3.2 The members of the CEC will carry out the evaluation of proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria. Each responsive proposal will be given a technical score. Firms securing 700 and above marks will be held technically responsive by Purchase Committee.

15.3.3 The CEC shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria, sub-criteria specified in the Data sheet. In the first stage of evaluation, a Proposal shall be rejected if it is found deficient as per the requirement indicated in the Data sheet for responsiveness of the proposal. Only responsive proposals shall be further taken up for evaluation. Evaluation of the technical proposal will start first and at this stage

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the financial bid (proposal) will remain unopened. The qualification of the consultant and the evaluation criteria for the technical proposal shall be as defined in the Data sheet.

15.4 Public opening & evaluation of the Financial Proposals:

Financial proposals of only those firms who are technically qualified shall be opened publicly on the date & time specified in the Data sheet, in the presence of the Consultants' representatives who choose to attend. The name of the Consultants, their technical score (if required) and their financial proposal shall be read aloud.

15.4.1 The CEC will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures, the former will prevail. In addition to the above corrections the items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, (i) if the Time-Based form of contract has been included in the RFP, the Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost, (ii) if the Lump-Sum form of contract has been included in the RFP, no corrections are applied to the Financial Proposal in this respect. **If permitted under RFP to quote in any currency other than Indian Rupees, prices shall be converted to Indian Rupees using the selling rates of exchange, source and reference date indicated in the Data sheet.** Normally, the date will be the date of opening of the tender unless specified otherwise in the Data sheet.

15.4.2 After opening of financial proposals, appropriate selection method shall be applied to determine the consultant who will be declared winner and be eligible for award of the contract. The methods of selections are described in the Data Sheet [The employer shall mention here which method out of all listed method shall be applied for selection of consultant for this assignment / job]. This selected consultant will then be invited for negotiations, if considered necessary.

16. Negotiations

Negotiations will be held at the date, time and address intimated to the qualified and selected bidder. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

16.1 Technical negotiations: Negotiations, to be done with only successful bidder, will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Employer and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Assignment/job". Special attention will be paid to clearly defining the inputs and facilities required from the Employer to ensure satisfactory

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implementation of the Assignment/job. The Employer shall prepare minutes of negotiations which will be signed by the Employer and the Consultant.

- 16.2 Financial negotiations: After the technical negotiations are over, financial negotiations should be carried out in order to reflect any change in financials due to change in scope of work or due to clarification on any aspect of the technical proposal during the technical negotiations. Under no circumstance, the financial negotiation shall result in to increase in the price originally quoted by the consultant. The financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates.
- 16.3 Availability of Professional staff/experts: Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Employer expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Employer will require assurances that the Professional staff will be actually available. The Employer will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity or if the professional staff has left the organisation. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of Invitation to negotiate.
- 16.4 Conclusion of the negotiations: Negotiations will conclude with a review of the draft Contract. To complete negotiations the Employer and the Consultant will initial the agreed Contract. If negotiations fail, the employer will reject all the proposals received and invite fresh proposals.

17 Confidentiality

- 17.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Employer's antifraud and corruption policy.

18. Standard Contract

The contract between the ULB and the consultant shall be in the standard format as used by the UD&HD; The format of standard contract to be signed with ULB is made available at the website along with this RFP.

19 Duration of the Project:

Duration of the Project is Two Years, which may be extended upto 2years as per the requirement of client on mutual understanding and satisfactory performance.

20 Applicability of BIHAR FINANCIAL RULES, 2005

In case of any dispute or contradictory provisions in the RFP; provisions of Bihar Financial Rules shall be effective and binding upon the ULB as well the Consultant.

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21. Right to accept and to reject any or all Bids

- 21.1 Notwithstanding anything contained in this RFP, the BUDA reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- 21.2 BUDA reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents. Failure of the BUDA to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the BUDA thereunder.
- 21.3 Any misrepresentation or furnishing an improper response shall lead to disqualification of the Bidder.
- 20.4 Further, in case disqualification or rejection occur after appointment of Selected Bidder or in case the selected bidder does not sign the Agreement, then the BUDA shall take any such measure as it deems fit in the sole discretion, including annulling the Bidding Process and proceeding with re-tendering the Project.

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INSTRUCTIONS TO CONSULTANT
Part-II
DATA SHEET

Referred clause of ITC are clarified / modified / replaced as given below:

Ref. clause of ITC	Particulars	Clarification / Modification / Replacement
2.1	Name of the Client:	The Director, BUDA, Urban Development & Housing Department, Government of Bihar
2.1	Method of Selection:	Least Cost Selection (LCS) Method
2.2	Name of the Assignment is:	Selection of Third Party Quality Monitoring Agency (TPQMA) for projects of ULB's Clusters of Bihar State under Pradhan Mantri Awaas Yojana – Housing for All
2.3 & 14.4	Date & Time & Address for submission of Proposal:	Date: 15th May, 2018 Time: 15:00 Hrs. Address: Urban Development & Housing Department, Room No. 159, First Floor, Vikas Bhawan, New Secretariat, Patna
2.5	Representatives of Employer:	Director, BUDA, Urban Development & Housing Department and Municipal Commissioner / Executive Officer of project ULBs
2.6	Inputs & facilities to be provided by the employer	All available reports & DPRs related to RAY, PMAY & IHSDP and other relevant documents would be made available to the consultant. Consultant will have to make all other necessary arrangements such as office space, computers, laptops, phones, internet, printer, fax, vehicles, etc. which may be required for discharging its duties and for achieving the targets and deliverables.
3.1 & 3.2	Eligibility / Qualification Criteria	Bidders can submit proposal in joint venture in association with other consultants but JV partners. For eligibility, the Consultant shall have at least: The agency legal entity, reputed central/state government owned institutes or private institutes/ organizations/ companies/consortiums/limited liability firms/ partnership firms/ joint ventures, registered (copy of incorporation/registration certificates needs to be submitted) under applicable law. The Consultant (in case of single business entity)

		<p>should have a minimum average annual turnover of Rs. 3 (Three) crores during last five (5) financial years;</p> <p>The bidder should have successfully completed the projects costing 75 crore related to the Third Party Quality Monitoring of Infrastructure Projects in urban areas. Even if projects are ongoing and the bidder have got the payment of Rs. 75 crore, bidders will be considered.</p> <p>In case of Joint Venture / Consortium, Lead Partner should meet minimum 60% of the financial criteria and JV partner should meet 40% of financial criteria.</p> <p>In case of Joint Venture / Consortium, the lead partner should not have less than 51% share in the JV.</p> <p>Bidder (in case of single business entity) and all partners (in case of JV/ Consortium), any of the partners should have Experience of at least 2 (Two) similar assignments of Third Party Quality Monitoring of Infrastructure Projects in Urban Area.</p> <p>Should have registered PAN and GST.</p> <p>The Agency shall enclose with its Proposal, certificate(s) from its Statutory Auditors stating its total revenues. In the event that the Agency does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Agency.</p>
4.1	Clarifications may be requested:	<p>Not later than 10 days before the submission date at following Address: The Director, BUDA, Urban Development & Housing Department, #159, First Floor, Vikas Bhawan, New Secretariat, Patna – 800 015 Tel.: 0612-2215385, 221550, Fax: 0612-2231566, 2215580 Email: udhd.bih@gmail.com , ubansec-bih@nic.in</p>
8.1	Proposals must remain valid until:	180 days after the submission date [i.e. up to 14th November 2018]
9.1	Language for Correspondence exchanged	English / Hindi

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	Correspondence exchanged by consultant & the employer	
9.3 (a)	Association of Sub Consultant	Sub consulting is not permitted under this Assignment
9.3 (b)	The estimated minimum number of Professional staff-months required for the Assignment is:	Team Leader cum Civil Engineer – 1 Civil Engineers - 5 Junior Engineers - 5
9.4	The formats of the Technical Proposal to be submitted are:	Form Tech 1: Letter of Proposal submission Form Tech 2: Consultant's organization & experience Form Tech 3: Comments & suggestions on TOR Form Tech 4: Approach & methodology (Max. of 20 pages including charts and diagrams) Form Tech 5 : Team composition Form Tech 6 : Curriculum vitae Form Tech 7 : Staffing Schedule Form Tech 8 : Work Schedule Form Tech 9: Comment / modification suggested on draft contract. Form Tech 10: Information regarding any conflicting activities and declaration thereof. Submission of the technical and financial proposal in improper form will render the proposal liable to be rejected.
9.4 (g)	If training is a specific component of this Assignment	No
9.6	Financial Proposal	In addition to technical proposal, Consultants are required to submit financial proposal sealed in separate envelope (as per forms prescribed in Section 4).
10.1	Goods and Service Tax (GST)	The financial bid should be exclusive of GST. Employer will pay to the consultant GST or any other tax replaced with it at the prevalent rate at the time of actual payment to the Consultant.
11.1	Consultant to state the cost in:	Indian Rupees
14.3	Submission of Technical & Financial Proposal:	Consultant must submit the original and 1 (One) copy of the Technical Proposal, and the original of the Financial Proposal.
15.4	Eligibility Criteria for Responsiveness & Evaluation Criteria:	For eligibility, the Consultant shall fulfill minimum eligibility criteria as follows: Minimum average annual turnover of Rs. 3 (Three) crores during last five (5) financial years;

		<p>blacklisted or debarred by any state or central government department at the time of submission of proposals.</p> <p>The agency should have not incurred loss for the last three years.</p> <p>In case of Joint Venture / Consortium, the lead partners should not have less than 51% share in the JV. Bidder (in case of single business entity) and all partners (in case of JV/ Consortium) any one partner should have successfully completed the projects costing 75 crore related to the Third Party Quality Monitoring of Infrastructure Projects in urban areas. Even if projects are ongoing and the bidders have got the payment of Rs. 75 crore, bidders will be considered.</p> <p>Detailed Evaluation Criteria is given in Appendix to Data Sheet. The minimum qualifying technical score is 70%. Financial Proposal of only those bidders will be opened who score 70% or more marks in technical evaluation.</p> <p>Consultant will propose the CVs according to the requirements of the Terms of Reference. CVs which do not meet the minimum criteria as required by the Terms of Reference will not be considered for evaluation.</p> <p>The Consultant Selection Committee any other authority designated by the department may verify credentials of the proposed Personnel or for the purpose before granting approval.</p>
15.5	Tentative Date of opening of Financial Proposal:	To be informed to the successful bidders
15.7	Method of Selection:	Method of Selection will be Least Cost Selection (LCS) Method . The Client will select the Consultant with the lowest evaluated total price among those Consultant that achieved the minimum technical score.
17.2	Performance Security:	The consultant will furnish within 10 days of the issue of Letter of Intent (LOI), an Account Payee Demand Draft/ Fixed Deposit Receipt/ Unconditional Bank Guarantee (in prescribed format)/ in favor of "The

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		Director, BUDA, Urban Development & Housing Department" payable/en-cashable at Patna, from any nationalized or scheduled commercial Bank in India for an amount equivalent to 5% (five percent) of the agreed consultancy fees for two years towards Performance Security valid for a period of six (6) months beyond the stipulated date of completion of services. The Bank Guarantee will be released after six month and rectification of errors, if any. The performance Security may be forfeited by the client if the contract is terminated by the client for not providing the satisfactory services by the consultant.
17.3	Tentative Date of Commencement of Assignment:	Within 10 days after signing the contract
19.1	Duration of Assignment	The assignment shall be for a period of 2 (Two) years from the date of execution of agreement which may be extended as per mutual agreement between two parties and if the consultant has provided services to the satisfaction of client.

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Appendix to Data Sheet to Instructions to Consultants

The Detailed criteria for evaluation of technical proposals shall be as described hereunder:

I. FIRMS GENERAL EXPERIENCE & EXPERIENCE IN SIMILAR ASSIGNMENTS (300 Points)

A. General Experience of urban infrastructure projects. (100 Points)

Criteria: The extent and depth of experience of the firm in Project Management Consultancy / Technical Assistant / Project Management Unit / Technical Cell for Housing Project / Quality Monitoring Urban Infrastructure / Design and Supervision of Urban Project in urban areas and/or in the related sector that are similar to the requirement of the TOR in terms of Technical parameters, quantum of work and required inputs and financial parameters.

Factors to consider: Each reference project included in the technical proposal will be judged against the criteria established. Higher scores will be given to a firm, which has more experiences for projects with relevant nature.

B. Specific Experience in Similar Projects of Third Party Quality Monitoring of projects with cost of 75 crores approved by GoI/state Government/Quasi Govt. in Infrastructure Projects in urban areas. Even if projects are ongoing and the bidders have got the payment of Rs. 75 crore, bidders will be considered. (200 points)

Criteria: Extent of experience in quality monitoring and or supervision of government housing projects or projects supported by central or state governments.

Factors to consider: Higher scores will be given to a firm with maximum experience in managing Housing Projects in urban sector.

II. APPROACH AND METHODOLOGY (100 Points)

A. Understanding of Objectives (40 points)

Criteria: General understanding of the project requirements; coverage of principal components as requested in TOR; and site visit assessment.

B. Quality of Methodology (30 points)

Criteria: The degree to which the presented written methodology/approach addresses the requirements of the TOR.

Factors to consider: Assessment of the inter-relationship of work program and methodology write-up. A consistent relationship is to be given maximum points. Simply writing the approach & methodology as written in this RFP will not obtain higher scores.

C. Work Program (10 points)

Criteria: A work program showing graphical presentation of activities (bar chart).

Factors to consider: Work program will be assessed on logical sequence of events.

D. Personnel Schedule (20 points)

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Criteria: Relationship between required person-months and proposed work program.

Factors to consider: The Personnel Schedule will be assessed based on phasing of activities of the work program and allocation and timing of expert's individual inputs. Total requirements close to estimated work requirements will be assessed as well as the appropriateness of time allocated to the task to be performed in terms of individual expertise. The balance between field time and home office time and the proposed number of trips will be checked.

III. PERSONNEL (600 Points)

Expertise

Criteria: Separate assessment of each expert listed in the Request for Proposal. Each expert is to be evaluated against the tasks assigned in accordance with three main criteria:

- (i) Qualification of expert such as academic qualification
- (ii) General experience such as no. of years of related experience
- (iii) Project related experience based on the number of relevant projects implemented

Appendix-I to Instruction to Consultants

DETAILED MARKING SCHEME FOR TECHNICAL EVALUATION

S. No	Criteria	Maximum Marks
1	Firms General Experience & Experience in Similar Assignments	300
A	General Experience of the Firm	100
(i)	1 Project	50
(ii)	2-3 Projects	75
(iii)	More than 3 Projects	100
B	Experience in Similar Projects: Experience in Third Party Quality Monitoring of projects approved by Govt./State/Quasi Govt. in Infrastructure Projects in urban areas	200
(i)	TPQM of Projects Cost upto 75 Crore	100
(ii)	TPQM Project Cost between 75-150 crores	150
(iii)	TPQM Project Cost between 151 or more	200
2	Approach & Methodology for proposed assignment	100
A	Understanding of Objectives	40
	General Understanding (45%)	20
	Components coverage-proposed approach covers all requirements of ToR (45%)	20
B	Quality of Methodology/Approach	30
C	Innovativeness/Comments on Terms of Reference	10
D	Team Composition	20
3	Qualification and Experience of Team Leader & Other Key Professionals	600

S. No	Criteria	Maximum Marks
3	Qualification and Experience of Team Leader & Other Key Professionals	600
A-1	Team Leader – 1 Nos Sr. Civil Engineer	100
A	Qualification – Post Graduate in Civil Engineering with at least 15 years experience	40
(i)	3-5 years of experience in monitoring quality of Urban Infrastructure/Housing	20
(ii)	More than 5 years of experience in monitoring quality of Urban Infrastructure/Housing	40
B	Specific Experience - More than 5 years of experience in monitoring quality of Urban Infrastructure/Housing	60
(i)	Number of TPQM conducted for 1 Infrastructure/Housing Projects in urban areas	10
(ii)	Number of TPQM conducted for 2-3 Infrastructure/Housing Projects in urban areas	20
(iii)	Number of TPQM conducted for 4- 5 Infrastructure / Housing Projects in urban areas	40
(iv)	Number of TPQM conducted for more than 5 Infrastructure/ Housing Projects in urban areas	60
A.2	Engineer Civil - 5 Nos. (50 points for each)	250
A	Graduate in Civil Engineering with at least 7 years of experience	20
(i)	3 years of experience in monitoring quality of Urban Infrastructure/Housing	10
(ii)	More than 3 years of experience in monitoring quality of Urban Infrastructure/Housing	20
B	Specific Experience - More than 5 years of experience in monitoring quality of Urban Infrastructure/Housing	30
(i)	Number of TPQM conducted for 1 Infrastructure/Housing Projects	10
(ii)	Number of TPQM conducted for 2-3 Infrastructure/Housing Projects	20
(iii)	Number of TPQM conducted for more than 3 Infrastructure/Housing Projects	30
A-3	Junior Engineer – 5 Nos. (50 points for each)	250
A	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	20
(i)	3 Years of experience in the urban housing and infrastructure sector	10
(ii)	More than 3 Years of experience in the urban housing and infrastructure sector	20
B	Experience in TQPM of housing projects	30

S. No	Criteria	Maximum Marks
(i)	2-3 projects	20
(ii)	4 or more projects	30

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Section 3

Technical Proposal - Standard Forms

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LETTER OF PROPOSAL SUBMISSION

(On Bidder's letter head)

(Date and Reference)

To,

**Director, BUDA,
Vikas Bhavan, Patna
Bihar
Phone No.
Email ID:**

Subject: "Selection of Third Party Quality Monitoring Agency (TPQMA) for projects of ULB's in the state under Pradhan Mantri Awas Yojna"

Dear Sir,

- 1) With reference to your RFP Document dated....., I/We, having examined all relevant documents and understood their contents, hereby submit our bid for "Selection of Third Party Quality Monitoring Agency (TPQMA) for projects of ULBs in Bihar state under Pradhan Mantri Awas Yojana – Housing for All This bid is unconditional.
- 2) I/We hereby offer to supply all the services detailed in the RFP here and agree to hold this offer open till _____.
- 3) I/We shall be bound by a communication of acceptance dispatched within the prescribed time.
- 4) I/We have understood the General Conditions of Contract contained in the RFP and Instructions to Bidders contained in RFP.
- 5) I/We have thoroughly examined Terms of Reference WORK quoted in Section 7 of the RFP and I/ we are fully aware of the nature of services required. My/Our offer is strictly in accordance with the requirements of the RFP.
- 6) I/We acknowledge that the BUDA will be relying on the information provided in the Bid and the documents accompanying the bid and we certify that all information provided in the

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Bid is true and correct. Nothing has been omitted, which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.

- 7) I/We acknowledge the right of the BUDA to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- 8) I/We declare that I/We have no reservations to the RFP Documents, including any Addendum issued by the BUDA
- 9) I/We understand that BUDA may cancel the bid process at any time and that BUDA is neither bound to accept any Bid that it may receive nor to select the bidder, without incurring any liability to the applicants in accordance with the RFP document.
- 10) I/We hereby irrevocably waive any right or remedy which we may have at any stage of law or howsoever otherwise arising to challenge or question any decision taken by the BUDA [and /or the Government of India] in connection with the selection of the bidder or in connection with the selection process itself in respect of the above mentioned Project.
- 11) I/We agree and understand that the Bid is subject to the provisions of the RFP document. In no case, shall I/We have any claim or right of whatsoever nature if the assignment is not awarded to me/us or our Bid is not opened or rejected.
- 12) The Financial Bid is being submitted in a separate cover. This Technical Bid read with the Financial Bid shall constitute the Application which shall be binding on us.
- 13) I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, full name and designation of the authorized signatory)

(Address of the bidder)

[Handwritten signatures]

FORM TECH-2

Consultant's Organization & Experience

Form Tech-2A: Format for Details of Consultant

1. Details of Bidder Firm

Name of consultant with full address	:	
Tel. No.	:	
Fax No.	:	
Email	:	
Year of Incorporation.	:	
Name and address of the person holding the Power of Attorney.	:	
(i) Place of Business.	:	
(ii) Date of Registration.	:	
Name of Bankers with full address.	:	
Goods and Service Tax Registration Number (copy).	:	
Permanente Account Number and Aadhar No. (copy).	:	
Are you presently debarred / Black listed by any Government Department /Public Sector Undertaking /Any Employer? (If Yes, please furnish details)	:	
Name and details (Tel / Mobile / E (Email) of contact persons	:	

2. In case of a JV Consortium/ Association:

- a. The information above should be provided for all the members of the JV consortium/ Association.
- b. Information regarding role of each member should be provided as per table below:

Sr. No.	Name of Member	Role (Specify Lead Member/ Other Member)
1.		
2.		

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Form Tech- 2B: Format for Financial Capability of the Consultant

(Rs. crores)

Consultant *	-----(Name of Consultant)						
FY	2013-14	2014-15	2015-16	2016-17	2017-18	Total	Average
Annual Turnover							
	Certificate from the Statutory Auditor						
	<p>This is to certify that(name of the Consultant) has received the payments and earned net profit shown above against the respective years.</p> <p>Name of the audit firm:</p> <p>Seal of the audit firm</p> <p>Date:</p> <p>(Signature, name and designation of the authorised signatory)</p>						

- * The Consultant should provide the Financial Capability based on its own financial statements. Financial Capability of the Consultant's parent company or its subsidiary or any associate company will not be considered for computation of the Financial Capability of the Consultant.
- * Any Consultant should fill in details as per the row titled Annual turnover and net profit in the row below. In case the Consultant is a Consortium, for the purpose of evaluation on financial parameters, financial parameters of all the members shall be furnished in separate sheet for consideration.

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Form Tech-2C: General Experience of Similar Nature (List projects in the last 5 years & fill up one sheet for each project).

Assignment name:	Value of the contract (in current INR):
Country:	Duration of assignment (months):
Name of Client:	Total No of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current INR):
Start date (month/year): Completion date (month/year):	
Narrative description of Project:	

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Form 2D: Specific Experience in Similar Projects such as Project Management Consultant, Technical Assistant, Project Management Unit, Technical Cell for Housing Projects etc. (List projects in the last 5 years which are similar to that in the RFP & fill up one sheet for each project)

Assignment name:	Value of the contract (in current INR):
Country:	Duration of assignment (months):
Name of Client:	Total No of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current INR):
Start date (month/year): Completion date (month/year):	
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

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206

FORM TECH-3

**COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON
COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE EMPLOYER**

A - On the Terms of Reference

[Suggest and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the Assignment/job (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

B - On Inputs and Facilities to be provided by the employer

[Comment here on Inputs and facilities to be provided by the Client according to Paragraph 6 of the Part II Special information to consultants including: administrative support, office space, Domestic transportation, equipment, data, etc.]

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FORM TECH-4

DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT/JOB

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following three chapters:

- a) Technical Approach and Methodology,
- b) Work Plan, and
- c) Organization and Staffing,

a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the Assignment/job, approach to the Assignment/job, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Work Plan. The consultant should **propose and justify** the main activities of the Assignment/job, their content and duration, phasing and interrelations, milestones (including interim approvals by the Employer), and 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 feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.

c) Organization and Staffing. The consultant should **propose and justify** the structure and composition of your team. You should list the main disciplines of the Assignment/job, the key expert responsible, and proposed technical and support staff.].

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FORM TECH-5

TEAM COMPOSITION AND TASK ASSIGNMENT/JOBS

Professional Staff:

Sr. No.	Name of Staff	Name of Firm	Area of Expertise	Position / Task assigned for this job

M. R. J.

FORM TECH-6

CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

1. Proposed Position:
[For each position of key professional separate form Tech-6 will be prepared];
2. Name of Firm:
[Insert name of firm proposing the staff];
3. Name of Staff:
[Insert full name];
4. Mobile No. & email Id:
5. Date of Birth:
6. Nationality:
7. PAN Card & Aadhaar No.
8. Education:
[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment];
7. Membership of Professional Associations:
8. Other Training:
9. Countries of Work Experience:
[List countries where staff has worked in the last ten years];
10. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing];
11. Employment Record:
[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.];

From [Year]: To Year]:

Employer:

M R J

Positions held:

12. Detailed Tasks Assigned
[List all tasks to be performed under this Assignment/job]

13. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[Among the Assignment/jobs in which the staff has been involved, indicate the following information for those Assignment/jobs that best illustrate staff capability to handle the tasks listed under point 12.]

Name of Assignment/job or project:

Year:

Location

:

Employer:

er:

Main project

features: Positions

held: Activities

performed:

14. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date:

[Signature of staff member or authorized representative of the staff]

Place:

[Full name of authorized representative]:

M. R. J.

FORM TECH-7

PERSONNEL SCHEDULE

No	Name of Expert /Position	Professional Expert input (in the form of a bar chart) ¹												Total person-weeks input				
		1	2	3	4	5	6	7	8	9	10	11	12	N	Home	Field ²	Total	
Expert																		
															Subtotal			
Support staff																		
															Subtotal			
																	Total	

1 Months are counted from the start of the assignment. For each expert indicate the input for field work only as home office is not permitted.

2 Field work means work carried out at a place other than the expert's home office; i.e. normal place of business.

Full time input

Part time input

Handwritten initials/signature

(20)

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FORM TECH-8

WORK SCHEDULE

No.	Deliverables ¹ (D-..)	Months										
		1	2	3	4	5	6	7	8	n	TOTAL	
D-1	{e.g., Deliverable #1:											
	1) data collection											
	2) drafting											
	3) inception report											
	4) incorporating comments											
	5)											
	6) delivery of final report to Client}											
D-2	{e.g., Deliverable #2:.....}											
n												

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in form of a bar chart.
3. Include a legend, if necessary, to help read the chart.

M. A. J.

COMMENTS / MODIFICATIONS SUGGESTED ON DRAFT CONTRACT

[Here the consultant shall mention any suggestion / views on the draft contract attached with the RFP document. The consultant may also mention here any modifications sought by him in the provisions of the draft contract. This information shall be used at the time of the negotiations. However, the Employer is not bound to accept any/all modifications sought and may reject any such request of modification.]

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Section – 4
Financial Proposal – Standard Forms

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Form-1: Financial covering letter

(Covering Letter)

(On Bidder's letter head)

To,
The Director, BUDA,
Vikas Bhavan
Patna Bihar

Sub: RFP for "Selection of Third Party Quality Monitoring Agency (TPQMA) for projects under PMAY _____ cluster of Bihar state under Pradhan Mantri Awas Yojana – Housing for All

Dear Sir,

I/We, (Bidder's name) herewith enclose the Financial Bid (per capita cost) for "Selection of Third Party Quality Monitoring Agency (TPQMA) for projects under PMAY various clusters of Bihar state under Pradhan Mantri Awas Yojana – Housing for All.

I/We agree that this offer shall remain valid for a period of 120 days from the Bid Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

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

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Form-2: Financial bid format

FINANCIAL BID

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

Bid Price

S. No.	Particulars	Price per visit per Project	Price (in words)
1	For 600 Visits		

Date:

(Authorized Signatory)

Place:

Signature

Notes for Financial Bid:

1. The above-mentioned price would be inclusive of all taxes (whichever is applicable). No payment will be done above the quoted price.
2. In case of more than 300 visits are required, the payment shall be subject to the per-visit price quoted above on pro-rate basis. Request for escalation will not be entertained.
3. All payments shall be made in INR.

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Section -5
Terms of Reference

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Terms of Reference

Pradhan Mantri Awas Yojana – Housing for All (PMAY-HFA)

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 shall be 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/UTs should draw up their quality monitoring and assurance plans involving third party agencies. Such plan will 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.

The specifications and testing requirements of materials/structural components/system for Quality Control/Quality Assurance may be accessed through a weblink <http://www.iitk.ac.in/ce/test/mihupa.html> developed by IIT-Kanpur. For information on alternate materials and construction methodologies including disaster resistant construction, www.housingtechnologynetwork.in may be referred.

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. Annual Quality Monitoring Plans should be submitted to Mission Directorate for the approval of CSMC after taking approval of State Level Sanctioning and Monitoring Committee. Format for the AQMP is at Annexure-1.

1. Roles and Responsibilities A. State Level

It is envisaged that a State Level Technical Cell (SLTC) established in each State Level Nodal Agency (SLNA) will provide strategic coordination and support for all PMAY related activities in the State/UTs. The SLTC within the SLNA will play the key role of coordination and overseeing of the TPQMA on behalf of the SLNA in following areas:

- Appoint a suitable agency with the required experience and expertise as the TPQMA ensuring no major deviation in the scope of services and no conflict of interest in execution of services.
- Communicate through SLNA to all Urban Local Bodies/ Implementation Agencies for organizing field visits of TPQMA.
- Ensure the performance of TPQMA is as envisaged in the contract, and that the reports are submitted for record and necessary action.
- Review and scrutinize the reports submitted by TPQMA, examine the issues highlighted by the TPQMA and initiate corrective actions where necessary with concerned ULB/Implementing Agency.
- Make periodic payments to the TPQMA.

B. ULB Level

It is envisaged that a City Level Technical Cell (CLTC) established in the ULBs/IA of the Mission Cities, shall be responsible for proper implementation of all PMAY projects

including quality control. The CLTC will play the key role of coordination and overseeing of the TPQMA on behalf of the ULB/IA in following areas:

- Schedule the visits of the TPQMA across different projects in the city.
- Ensure that TPQMAs have access to the required documents, project sites, key officials for meetings and discussions and other support required.
- Ensure that TPQMAs file their reports in a timely manner i.e. within a week time after the visit.
- Examine the reports of the TPQMA and the issues highlighted therein.
- On the basis of TPQMA's reports, take corrective measures for improving quality.

C. TPQMA Level

The TPQMA will undertake field visit for ascertaining quality of construction at various stages of construction (*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:

- Schedule the field visits in the Cities across the State/UT after proper coordination at State/ ULB level.
- Examine project documentation with respect to sanctioned covenants.
- Review of land requirement/ availability, Site preparation & other statutory clearances.
- Review of Project Implementation Plan and procurement process.
- Review of approved quality monitoring plan.
- Review of Safety and Health aspects.
- Examine Convergence with the Central/ State scheme.
- Beneficiary participation/ satisfaction in the project.
- Report on Quality Assurance.(indicative formats are at Annexure-1, 2 & 3 of GoI TPQMA guidelines)
- Remedial measures to improve quality of the project.
- File report in a timely manner.
- Follow-up action of the report, which would be ascertained in the next report.

5.1 Scope of Work

TPQM will be done for all projects which are being constructed under **ISSR** and **AHP** components of PMAY(U).

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 5-10% of DUs or 50 DUs, whichever is more. In cities where there are multiple BLC projects with less than 500 DUs,

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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 can be covered under one TPQM Visit. If there are cities where less than 50 DUs are being constructed under the BLC Vertical, all DUs Should be selected for TPQM.

Though the duration of the Mission is till March 2022, the contract with the successful agency will be signed for two years and can ne extended for two more years as the requirement of client on terms and conditions mutually agreed.

5.2 Penalty Clause

The penalties implied on the selected bidder on non-fulfillment of the conditions of the RFP are as follows: -

5.2.1 Delay in submission of Site Visit report:- 1% Per week for 1st two weeks and 1.5% from 3rd week onwards.

5.2.2 Delay in submission of Report quarterly:- 1% Per week for 1st two weeks and 1.5% from 3rd week onwards.

5.2.3 Delay in submission of Final Report:- 1% Per week for 1st two weeks and 1.5% from 3rd week onwards

All the penalties are capped to maximum 10% of the contract value, after which the contract is liable to be terminated on the sole discretion of BUDA.

5.3 Timeline

Milestone	Submission by Selected Bidder	Approval by BUDA
Submission of inception report.	30 days from signing of contract agreement	30 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 the detail study of the existing projects(physical and financial status) and upcoming projects. plan of action for the work.
2. Site visit report as prescribed in the annexures.
3. Quarterly report consists of the summary of the sanctioned projects, compiled report to be submitted.

5.4 Responsibility for Completeness

Any work/works which may not be specifically mentioned in the term of reference but which are usual or necessary are to be completed/provided by the bidder without extra charge.

5.5 Payment Schedule

Milestone	Payment %
Site visit report	60% of the value of the visit
Quarterly report (compiled)	30% of the value for all quarterly reports combined. Individual payment of the quarterly report would be done proportionately from the amount mentioned here.
Final report after completion of projects	10% of the value (For particular project)

*Bill to be submitted on project basis

5.6 Eligibility Criteria

Only the bidders qualifying the minimum eligibility criteria and minimum marks are further carry forward for financial evaluation. For eligibility, the Consultant shall fulfill minimum eligibility criteria as follows:

- Minimum average annual turnover of Rs. **3 (Three) crores** during last five (5) financial years;
- The Consultancy Firm should not have been **blacklisted or debarred** by any state or central government department at the time of submission of proposals.
- The agency should have not incurred loss for the last three years.
- In case of Joint Venture / Consortium, the lead partners should not have less than 51% share in the JVs/Consortium.
- Bidder (in case of single business entity) and all partners (in case of JV/ Consortium) any of the partner should have successfully completed at least 2 (Two) similar assignments costing (of all two) 75 crore related to the Third Party Quality Monitoring of Infrastructure Projects in urban areas. Even if projects are ongoing and the bidder have got the payment of Rs. 75 crore, bidders will be considered.
- Detailed Evaluation Criteria is given in Appendix to Data Sheet. The minimum qualifying technical score is 70%. Financial Proposal of only those bidders will be opened who score 70% or more marks in technical evaluation.
- Consultant will propose the CVs according to the requirements of the Terms of Reference. CVs which do not meet the minimum criteria as required by the Terms of Reference will not be considered for evaluation.
- The Consultant Selection Committee any other authority designated by the department may verify credentials of the proposed Personnel or for the purpose before granting approval.

Following are the proof to be attached:-

Proof 1:- Legal firm proof/certificate (to be placed/attached here)

Proof 2:- Financial Capacity/Turnover proof (Last three years financial statement)

Proof 3:- PAN number and GST number proofs (to be placed/attached here in the form of pan card copy and GST number copy.)

Proof 4:- Auditor Certificate (to be attached here as per As per Section 3 Clause 3.12)

Proof 5:- Experience Certificates issued by the competent authority

Proof 7:- CV's of team

5.7 Team Structure

It is envisaged that for quality monitoring of approved projects, there will be a team of one Project manager, five senior Engineers and five Junior Engineers for site visits of maximum of 125 projects of different cities in a month. The Project Manager 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 teams as 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.

S No.	Position	Job Description	Qualification and Experience
	Team Leader-Senior Engineer (Civil) (One)	<ul style="list-style-type: none"> • 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 	<ul style="list-style-type: none"> • Post Graduate in Civil Engineering with at least 15 years of experience in PMC works out of which 10 years should be in Infrastructure/housing projects in urban areas. • Experience in the urban sector, of which at-least 5-7 years should have been on leading monitoring agencies. • Shall have a thorough knowledge of latest specifications and IS codes 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

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		<p>PMA Y are fully addressed.</p> <ul style="list-style-type: none"> • Liaise with external stakeholders as per the requirements of the scheme. 	
Engineer Civil (5 Nos)	<ul style="list-style-type: none"> • 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. 	<p>Graduate in Civil engineering with at least 7 years of experience. At least 3 years of experience in the urban housing and infrastructure sector.</p> <ul style="list-style-type: none"> • Shall have exposure to quality assurance in new construction and subsequent • Maintenance aspects. <p>Must be familiar with:</p> <ul style="list-style-type: none"> • Modern methods of construction of building. • Design standards and technical specification of Civil and Mechanical works in the building and infrastructure. 	
Junior Engineers (5 Nos.)	<ul style="list-style-type: none"> • 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. 	<ul style="list-style-type: none"> • Graduate in Civil engineering with at least 4 years of experience or Diploma in civil Engineering with at least 10 years of experience. • At least 2 years of experience in the urban housing and infrastructure sector. • Shall have exposure to quality assurance in new construction and subsequent Maintenance aspects. <p>Must be familiar with:</p> <ul style="list-style-type: none"> • Modern methods of construction of building. • Design standards and technical specification of Electrical and • Mechanical works in the building and infrastructure. 	

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Standard Contract Agreement

Section 1: Form of Contract

CONTRACT FOR: *[Providing Third Party Quality monitoring projects under PMAY]*

CONTRACT NUMBER: [.....]

THIS CONTRACT is made BETWEEN: *[Bihar Urban Development Agency, Patna]*
(hereinafter referred to as 'the Client')

AND: *[name of Consultant]* (hereinafter referred to as 'the Consultant') *[Please insert the name of the Consultant's representative and communication address of the Consultant]*

WHEREAS:

- A. Bihar Urban Development Agency, Bihar on behalf of the director, Bihar Urban Development Agency, Bihar ('the Client') requires the Consultant to provide the services as defined in Section 4 – ToR ('the Services'); and
- B. The Consultant has agreed to provide the Services on the terms and conditions set out in this Contract.

IT IS HEREBY AGREED as follows:

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 Payment
- Section 6: Performance Guarantee

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

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.

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

The Consultant shall start the Services on *signing of agreement* and shall complete them unless this Contract is terminated earlier in accordance with its terms and conditions.

4. **Fees**

5. Payments under this Contract shall be [*insert Total Amount in numbers and words*] inclusive of all applicable government taxes – national and state, as applicable and exclusive of prevailing Service Tax as applicable, which will be paid extra ('**the Consultancy Fees**').

6. **Time of the Essence**

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

Consultants shall be required to provide services for TPQM during entire mission period (2015-2022)

For and on behalf of Client

Signature:

Name:

Date:

For and on behalf of Consultant

Signature:

Name:

Date:

Witness 1

Name:

Date:

[Handwritten signatures]

Address:
Witness 2

Name:
Date:
Address:

M. Jay