

OFFICE OF THE U.E.E. MISSION

Ist Floor, near Estate Branch, Department of Education
District North, Lucknow Road, Delhi – 110054
Ph.23812072, 23810647, E-mail: spd_delhi@rediffmail.com

Invitation for proposal for Third Party Evaluation of Civil Works under Sarva Shiksha Abhiyan, Delhi

The Office of the UEE Mission, Lucknow Road, Delhi wishes to appoint Third Party Quality Assurance Consultant for various civil work component of Sarva Shiksha Abhiyan (SSA) being undertaken and planned to be undertaken in Delhi/New Delhi and to be completed in period ranging from 8 months to 12 months for ensuring their successful completion as per scope of work and specifications.

The terms of reference (TOR) is appended herewith

Offers are invited from Govt./PSU/Reputed Technical Institution/Organization (hereinafter referred to as 3rd Party Consultants) to undertake the Third Party Quality Assurance Consultancy Work as per the Details provided in the TOR. The consultant needs to submit their bids in two envelopes as per details given below so as to reach the office of undersigned upto 03:00 p.m. on 21.11.2011. The Technical Proposals (Envelope I) shall be opened at 04:00 pm on the same day in which the consultant or his duly authorized representative can be present, if so wishes to be. The date of opening of Financial bids (Envelope II) of all the qualified consultants shall be intimated later.

Envelope I:

- Earnest money for an amount of Rs. 2.00 Lakh in shape of Bank Guarantee, FDR or Demand Draft in favour of UEE Mission, Delhi, payable at Delhi. The Deposit at CALL or FDR should have a validity upto 06 months.
- Details of previous experience in having provided similar services as Third Party/ Independent Quality Assurance Consultancy Services.
- Details of CV's of personnel's proposed to be posted on projects.
- Brief Methodology for Quality Assurance to be adopted.

Envelope II:

- Consultancy Fee as per percentage estimated cost of the project.

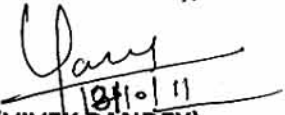
Note 1. The rates quoted should be inclusive of service tax and all other applicable taxes.

Note 2. The Payment will be made according to the actual work done by Contractors applying the quoted rates.

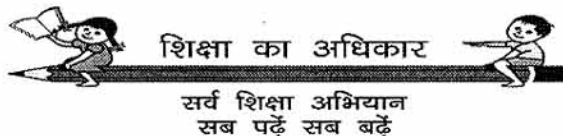
(The Financial bids shall be opened on a date to be intimated later after having processed the Technical bids)

The terms, conditions and other relevant information is appended.

Yours faithfully,


18/11/11
(VIVEK PANDEY)

State Project Director-SSA



Terms of Reference (TOR)

Sarva Shiksha Abhiyan (SSA) is a flagship programme of the Govt. of India, an effort to Universalize Elementary Education in response to the demand for quality basic education all over the country. In Delhi, the programme is being run by the Office of the UEE Mission, Lucknow Road, Delhi.

One of the important components of SSA is Civil Works which includes construction/ providing new schools, additional classrooms and other facilities to achieve the objective of the scheme.

Presently, the following Civil Work is awarded/ in the process of award.

Sr. No.	Name of Activity	Phy.	Unit Cost	Fin. (in Lakh)
1	Construction of 388 Additional Class Rooms in all Districts-awarded (223 Man Budget+165 Supplementary Budget, 2010-11)	388	8.44	3274.72
2	Construction of 161 Girls Toilet for Boys and Girls in all districts-in the process of award	161	5.10	821.10
3	Construction of 2 School Buildings, District-North West (12 room each) in the process of award	24	9.90	237.68
	TOTAL			4333.50

Third Party evaluation of the Civil Works being undertaken by the Mission is mandatory in view of the MHRD requirements.

Therefore, the present offers are invited for the Third Party Quality Assurance of the above civil construction work. Further, the civil work to be undertaken/to be awarded by the mission over the next 24 months may be added to the scope of the Consultancy.

In addition to the above it is proposed to execute the following projects during 2011-12.

Sr. No.	Name of Activity	Phy.	Unit Cost	Fin. (in Lakh)
1	Construction of 155 Additional Class Rooms in all Districts-awarded 2011-12	155	8.50	1317.50
2	Construction of 95 Girls Toilet for Boys and Girls in all districts-in the process of award 2011-12	95	5.50	522.50
3	Construction of 19 BRC Building in all District-awarded 2011-12	19	17.00	323.00
	TOTAL			2163.00

Note: The approximate cost of the Civil Work Project involving 3rd Party Evaluation work is about ₹ 17.00 Crore as the work on 3rd Party Evaluation will be carried out on random selection of sites to the extent of 25% of Site.

OBJECTIVES

The main objectives of the services are:

1. To ensure that all the works carried out under this programme fully comply with engineering designs, technical specifications, drawings, established codes & sound engineering practices and contract documents. The main objective of this assignment is to obtain independent and objective assessment of the technical quality of all the construction works.

2. Scope of 3rd Party Consultant's Services

The scope of 3rd Party Consulting Services will include the following: -

- i. Review design, estimates and to identify shortcoming, omission, inconsistencies and ambiguities in details engineering.
- ii. To finalize quality assurance documents namely the quality plans, inspection and test plans (ITP) forms, reports, etc., as per requirements of the project and ensuring the implementation.
- iii. To conduct Technical audit on total testing done by the Contractors/executive agency and issue non-conformance report proposing appropriate corrective and preventive actions to the Contractor/executive agency and the SSA office.
- iv. To assist the client in approval of the field testing laboratories set up by various contractors/ executive agencies in respect of its facilities, adequacy, arrangements, equipment and laboratories staff etc.
- v. Review suitability of source and quality of construction materials on the basis of inspections, test results/manufactures certificates etc.
- vi. Develop forms and procedures in order to ensure implementation of a proper Quality Assurance System on all activities and aspects of the project.
- vii. Assist the Engineer on matters connected with the quality assurance / control aspect of works in order to insure the quality of work and its conformity with the standards & specifications prescribed in the contract.
- viii. During course of inspection if any item of the work is found substandard or unacceptable, the 3rd party consultant would inform the Contractor/ Executive agency, Engineer concerned and client about rectification required in writing, giving full justification thereof with necessary supporting data.
- ix. The 3rd Party consultant will inspect the works on the following stages of construction:-
 - I. Foundation Level

- II. Plinth Level
- III. Roof Level
- IV. After Completion

3. Data Services and Facilities to be provided by the Client

The following services, facilities and data shall be provided by the SSA office/Executive agency

(a) Service Data:

- (i) Copy of the project reports including detailed engineering, designs and estimates.
- (ii) Copy of the contract documents containing conditions of contract, contact specifications drawing etc.
- (iii) Status reports of various works from time to time to facilitate inspection of various works as the schedules provided in this agreement hereinabove.

(b) Laboratory:

Fully finished and equipped filed testing laboratory including manpower will be arranged by the contract for each construction. The 3rd Party consultant will have free access to use testing facilities at site. In case, if any laboratory is not provided at any site, then the necessary testing is to be done in approved laboratories. However, sampling of the material etc for the necessary testing should be done jointly by the contractor in the present of the 3rd Party Consultant. Wherever the sub-standard quality of material and work is noticed or doubts arise tests should be conducted for such items also without any additional charge. However, if any special testing is to be done at the instance of the client, the payment towards laboratory charges shall be made by the client or contractor.

4. Payment of the Work to be carried out

The payment to be 3rd Party Quality Assurance Consultant shall be made in 2 stage as per the followings schedules for each package/ works/ site.

Sr. no.	Stages	Payment (as % of agreed contract amount for each package/work/site)
1	On Inspection and Submission of Report for Stage I & II	30%
2	On Inspection and Submission of Final Reports	70%

5. Schedule for completion of various Tasks

The Consultant shall setup the project office and start the work immediately in respect of ongoing works and simultaneously with the start of work in respect of proposed projects.

6. Specific Tasks to be approved by the Client

On review of project reports, designs, contract documents, alternation or modifications as proposed by the 3rd Party consultant, the same will require prior approval of the SPD-SSA. For this purpose the 3rd Party consultant shall substantiate with reasons the proposed changes/modifications/alterations.

7. Final Outputs of Consultant's Services.

- a. The 3rd Party Consultant shall submit to the SSA office 2 copies of the following reports. The language of reports shall be English.
- b. Inspection report within 10 days from the commencement of services. This report shall contain detailed approach step by step of methodology of providing services work plan, deployment of key personnel and details of mobilization of Consultant office.
- c. Quality Assurance Plans within 10 days of start of assignment.
- d. Monthly Progress Reports summarizing the progress & quality of construction work for each package inspected during the month, the technical problems encountered at site and suggestions for improvement in design & construction. These reports shall be submitted no later than 15th of the following month.
- e. Inspection Reports for each package/Location at various stages of construction inspected by the 3rd Party consultant as per the schedule of inspection provided hereinabove in this agreement.

8. Indicative Staffing Requirement and Qualifications.

8.1 Key Personnel:

Typically, the following key positions are evaluated for this assignment.

- a) Team Leader/Senior Quality Assurance Engineer
- b) Quality Control Specialist

8.2 Qualification & Experience of Key Personnel

- a) Team Leader/ Senior Quality Assurance Engineer- the person should have Bachelor's Degree in Civil Engineering or equivalent with a minimum 15 years experience including atleast 3 years experience on devising and guiding Quality Assurance programme on Building work projects. The candidate should be able to formulate quality assurance plans for achieving high quality in construction work. He should be capable of carrying out inspection of contractor's equipments, plants, machinery and methodology etc. and checking and verification of setting out data for the work including line levels and layout to ensure conformity with the working drawing. He should be able to guide and monitor the team of field staff engaged in quality control programme.
- b) Quality Control Specialist- The person should have Bachelor's Degree in Civil Engineering with 5 year experience or diploma in civil engineering with 10 years experience with a minimum 2 years of experience related to inside and laboratory testing of all construction material for building work projects.

9. **TERMS & CONDITIONS**

- a. The Office of the UEE Mission, Delhi shall select a Third Party Quality Assurance Consultant who shall be selected on the basis of having provided/ providing similar services in the last 3 years on at least in 3 projects comprising Construction of Building/ Urban Developments.
- b. The Third Party Quality Assurance Consultant shall enter into an Agreement with the Office of the UEE Mission, Delhi as per format appended herewith.
- c. The payment to the Third Party Quality Assurance Consultant shall be on *prorata* basis as per the payment schedule provided in the TOR within 30 days of submission of bills.
- d. Third Party Quality Assurance Consultant shall be provided with the copy of documents/ Agreements with the contractors for the work.
- e. 3rd Party Consultant needs to provide Performance Security amount of Rs. 2,00,000/- (Rs. Two lacs) in the form of FDR/DD/ Bank Guarantee in favour of SPD, UEE Mission, Delhi within 15 days of issue of letter of Intent issued by the Office of UEE Mission, intimating the award of the consultancy work.
- f. In case the office of UEE Mission Delhi has the reasons to believe that the Third Party Quality Assurance Consultant is not discharging their duties in a fair, appropriate and diligent manner, a meeting with the Consultant and office of UEE Mission shall be held by the SPD, UEE Mission to resolve the issue amicably and 3rd Party consultant shall be given a fair hearing. In the event of any disagreement or difference between office of SPD and 3rd Party consultant in the matter the same shall be resolved through the intervention of Secretary Education cum-chairman SSA.
- g. The UEE Mission shall have the authority to accept or reject any or all offers received from the Consultants.
- h. The UEE Mission reserves the right to cancel or rescind the project at any level without assigning any reason before entering into Memorandum of Understanding with 3rd Party consultant.
- i. In any eventuality of the project not being executed by the construction agency, the 3rd Party consultant can have no claim with the office of SSA for any payment except to ask for withdrawal of FDR/DD/Bank Guarantee.
- j. The validity of percentage rate of consultancy charges is for one year and further extendable on yearly basis on mutual consent upto three years.

U.E.E. MISSION

AGREEMENT

CONTRACT FOR 3RD PARTY CONSULTANCY SERVICE

- 1) This contract (hereinafter called the “Contract”) is made on theday of the month of 2010, between, on the one hand for an on behalf of UEE Mission, Delhi by the State Project Director of SSA, and on the other hand M/s_____ (name of the 3rd Party Agency).
- 2) M/s_____ (name of the 3rd Party Agency) has agreed to provide 3rd Party evaluation for Civil Works sanctioned by SSA, Delhi i.e. construction of School Building, Additional Classrooms and Toilets in schools located in various District at Delhi @ Rs. _____% of the cost of the project.
- 3) The scope of work will involve the following: -
 - A uniform formats will be used for evaluating all the District/Schools in r/o construction of Additional Classrooms.
 - The List of schools/sites where the work is being executed will be provided by the office of the SSA and / or office of the Executive Engineer _____(name of the construction agency)
 - To provide 3rd Party technical supervision monitoring and quality assurance of Civil Works in the construction of Additional Classrooms (ACRs), School Building and Toilets in the schools of Directorate of Education and Municipal Corporation of Delhi located in various Districts. 3rd Party Evaluation will be carried out on random selection of sites to the extent of 25% of sites.
 - To suggest remedial measures to be carried out by _____(name of construction agency) during construction period to avoid any construction defect.
 - To carry out inspection at following four stages:
 - Foundation- whether the specifications used for foundations are proper/suitable for the soils
 - Plinth Level- Fixation of basement level
 - Roof Level – Testing of Bricks, Sand and workmanship
 - After Completion – (Plastering and finishing)

- 4) M/s_____ (name of the 3rd Party Agency) has to inspect the work at above mentioned stages and / or as per the requirement of SSA.
- 5) M/s_____ (name of the 3rd Party Agency) has to produce inspection report to State Project Director, SSA after conducting mandatory testing of materials.
- 6) M/s_____ (name of the 3rd Party Agency) should not use the data and findings elsewhere without the consent of SPD, SSA of Delhi.
- 7) The UEE Mission will made payment at two different stages i.e. after plinth level and after completion of work after receipt of inspection report and as per the bill raised by them. UEE Mission will deduct, while making payment, income tax and other Govt. leavy including service tax as applicable and the work already commenced, if any, will also be entrusted based on prorata basis. A Demand Draft/FDR/ Bank guarantee (payable UEE Mission, Delhi) to the tune of Rs. 2.00 Lakh will be presented to the office of UEE Mission which will be released after successful completion of work.
- 8) No other charges shall be reimbursed by the UEE Mission except Inspection charges as quoted by them.
- 9) M/s_____ (name of the 3rd Party Agency) to carry out the assignment in accordance with the highest standard of professional and ethical competence and integrity, having due regard to the nature and purpose of the assignment and to ensure that the staff assigned to perform the services under the Agreement, will conduct themselves in a consistent manner.
- 10) M/s_____ (name of the 3rd Party Agency) will be responsible for appropriate insurance coverage. In this regard, the firm shall maintain workers compensation, employment liability insurance for their staff on the Client. The 3rd Party Consultant shall also maintain comprehensive general liability insurance, including contractual by coverage adequate to cover the indemnity of obligation against all damages, costs, and charges and cases for injury to any person or damage to any property arising out of, or in connection with, the services which from the fault of the firm or its staff.

- 11) The time allowed to complete the work is about 9 to 12 months from the date of the issue of the letter and may be extended with mutual agreement between the two parties.
- 12) The UEE Mission/_____ (construction agency) will provide the list of sites where the work is under execution.
- 13) M/s_____ (name of the 3rd Party Agency) will maintain proper liaison with the executive agency for site visit and collection of sample and also with consultant (CW) of SSA, lucknow Road, Delhi-110054.
- 14) The parties undertake to act in good faith with respect to each other's right under this contract and to adopt all reasonable measures to ensure the realization of the objectives of this contract.
- 15) The Parties shall make best efforts to settle amicably all disputes arising out of or in connection with this contract or the interpretation thereof and the decision of the Chairman, EC-UEEM shall be final and binding.

(Authorized Signatory
M/s _____
(Name of the 3rd Party Agency)

(State Project Director-SSA
UEE Mission, Delhi