

## **Appointment Document**

Project Development Consultancy Services for Construction  
of Residential Housing Complex at Lumsey, 5<sup>th</sup> Mile  
Tadong, Gangtok, East Sikkim”

**SIKKIM HOUSING AND DEVELOPMENT BOARD  
AWAS BHAVAN ,GANGTOK.  
JUNE,2017**

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## NOTICE INVITING BID FOR APPOINTMENT

**Name of Work:** Project Development Consultancy Services for “Construction of Residential Housing Complex at Lumsey, 5<sup>th</sup> Mile Tadong , Gangtok, East Sikkim”

1. Sikkim Housing and Development Board(SHDB) invites sealed **bid** to be super scribed with the name of work on the envelope, on behalf of the Secretary, Sikkim Housing and Development Board, Gangtok, for providing Project Development Consultancy Services for “Construction of Residential Housing Complex at Lumsey, 5th Mile Tadong , Gangtok, East Sikkim”at a site measuring approximately 2 acres at Lumsey, Gangtok.
2. SHDB intends to construct a Residential Housing Complex with ancillary facilities in Public Private Partnership/Joint Venture/Contract mode.
3. The bid will be received at the address given below:

The Additional Chief Engineer,  
Sikkim Housing and Development Board,  
AWAS Bhavan,  
Church Road,  
Gangtok, East Sikkim

#### 4. Schedule of Bid Submission:

Item	Date and Time	Venue
Issue of Appointment Document	<b>08/06/2017</b>	Awas Bhavan/Website www.sikkimudhd.org
Pre- Bid Meeting (If required)		Awas Bhavan,Gangtok
Last date for submission of Bid	<b>23/06/2017 till 16.00 hrs</b>	Awas Bhavan,Gangtok
Opening of Bid	<b>24/06/2017, 1400 hrs</b>	Awas Bhavan,Gangtok

The Bid shall be received on or before 23<sup>rd</sup> June, 2017 1600 hrs in the office of the Additional Chief Engineer, SHDB. If such date is declared as public holiday, the next official working day shall be deemed as the last date for submission of the bid. In case the bid is submitted through post or courier, it should be ensured that the documents reach the designated office on the time & venue mentioned above.

5. Consultants are advised to familiarize themselves of local site conditions and take those into account while preparing their bid.
6. The Employer reserves the right to reject any or all bid documents without assigning any reasons and conditional tenders shall be summarily rejected.
7. The Bid must be signed by the Authorized signatory. All the pages of the bid document should be duly signed by the authorized signatory.
8. All the bidders are advised to read all the clauses of the Appointment Document before preparing their bid.
9. The details of Notice Inviting Bid for Appointment and the Appointment document shall be available for download from the website [www.sikkimudhd.org](http://www.sikkimudhd.org) from the date specified in the advertisement.
10. At any time before the submission of bid, the Employer may, for any reason, whether at its own initiative or in response to a clarification sought by the Consultant modify the Appointment document by amendment. The Employer may at its discretion extend the deadline for the submission of proposals.
11. The bid should be accompanied by a Demand Draft amounting to Rs.5000/- (non-refundable) towards the cost of Appointment Document from any Nationalised/Scheduled Bank favouring Secretary,SHDB.
12. The submission of bid should also be accompanied by earnest money of Rs.2,00,000/- (refundable) in the form of Demand Draft drawn in any Nationalised/Scheduled Bank favouring Secretary,SHDB.

**13.** In case the rate quoted in figures and words differ, the rate quoted in words will be considered for evaluation.

**14.** For any bid related queries, you may contact Shri.Roshan Gurung, Additional Chief Engineer, Sikkim Housing and Development Board, Awas Bhavan, Church Road, Gangtok.

Phone Number : 03592-220958

Mobile No : +919434031516

E-mail ID : skmhousingdevboard@gmail.com

Sd/-

Additional Chief Engineer,  
Sikkim Housing and Development Board

**1. DEFINITIONS:**

- i.** “SH&DB” means the Sikkim Housing & Development Board having its office at Awas Bhavan, Church Road, Gangtok
- ii.** “Chief Project Manager” shall mean the person posted as Additional Chief Engineer, in Sikkim Housing and Development Board.
- iii.** “Contract”, “Consultancy Contract”, “Consultancy Contract/Services” means the contract between SH&DB and the Consultant consisting of this Contract and the documents listed therein.
- iv.** “Services” means activities pertaining to provide Consultancy.
- v.** “Contractor” means the Contractor who may be engaged for construction of the project.
- vi.** “Employer” means Sikkim Housing and Development Board.
- vii.** “PPP” means Public Private Partnership
- viii.** “JV” means Joint Venture
- ix.** “LoI” means letter of intent
- x.** “LoA” means letter of award
- xi.** “AD” means Appointment Document or Appointment Bid Document

**2. SCOPE OF SERVICES:**

The selected consultant shall be responsible for the following:

- a. Preparation of the draft Request for Proposal (RFP) documents along with the draft agreement for invitation of bids from the interested and qualified developers to undertake the project. The draft document shall be vetted and approved by the competent authorities.
- b. Ensure that the documentation process takes cognizance of local laws prevailing in the State.
- c. Support, if required, SH&DB in evaluation of bids to identify the eventual developer.
- d. Carry out works related to documentation like finalization of agreement, issue of LoI, issue of LoA etc.

**3. TIME SCHEDULE:**

SH&DB intends to complete the process of identifying the eventual developer within a period of 3 (three) months. Hence, the consultants are required to complete their services under the scope specified within 3 (three) months. The bidding consultants shall prepare and submit their own time schedule for various components of the services limiting the total time period to 3 months.

**4. ELIGIBILITY:**

- a. The applicant has to be a registered consultancy firm,
- b. The firm should have taken up consultancy works related to PPP/JV/Contractual works

(The detailed conditions of eligibility may be seen under Instruction to bidders point (h)

**5. INSTRUCTION TO BIDDERS:**

- 5.1 Communications between parties, which are referred to in the conditions, are effective only when in writing.
- 5.2 The time of completion of Consultancy Services shall be –3 months from the 10th day from award of consultancy.
- 5.3 When there is an upward revision of time schedule of the project, the Consultant shall seek extension of time, well in advance from Employer, bringing out reasons seeking such extension. Employer shall be the final authority to accord extension of time, with or without compensation.
- 5.4 The bids shall include all costs to cover what is given in the Scope of Services and shall include all taxes( including new GST regime), duties, levies, royalties and other taxes applicable in the State of Sikkim along with the remuneration for staff, accommodation, transportation, labour, material, equipment, printing of documents, surveys, geo-technical investigations etc. and all that is necessary for completion of the contract.

- 5.5 The negotiations shall be held to reach an agreement on all points and sign a contract with the Consultant offering a proposal which is technically the best and economically the lowest. In the event the negotiations fail with the lowest bidder (Consultant), SH&DB will have liberty to negotiate with the next lowest bidder(Consultant).
- 5.6 The selected Applicant will have to sign a Consultancy Agreement in non-judicial stamp paper of adequate denomination.
- 5.7 **TERMINATION OF CONTRACT**  
Either party i.e. the SHDB and the selected consultant, can only terminate the agreement by giving 3 months written notice.
- 5.8 **CONDITIONS OF ELIGIBILITY OF APPLICANTS**  
i) Applicants must read carefully the minimum conditions of eligibility (the “Conditions of Eligibility”) provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for evaluation.
- (ii)To be eligible for evaluation of its Proposal, the Applicant shall fulfill the following Minimum Eligibility Criteria
1. The Applicant should be a Consultancy Firm entity having operational experience of at least 10 years.
  2. The Applicant should have undertaken consultancy services for PPP/JV/ Contractual works
  3. The Applicant should have handled at least one similar type of assignment for Central or State Government or any other Government Bodies;

[\*Similar Types of Assignments – Project Development Consultancy; running a Project/ Programme Monitoring Unit etc. for Statutory Bodies, State and Central Government Organizations especially in areas of Urban Infrastructure and Housing shall be treated as similar assignments]

4. The firms who have already worked in Sikkim will be given extra weightage as specified in Criteria for Evaluation as they would be required to have knowledge about the local laws prevailing in the State.



- iii) No consortium will be eligible for selection as Project Consultants
- iv) Any entity which has been barred by the Central / State Government in India, or any entity controlled by them, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit the Proposal.
- v) An Applicant should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or agreement nor have had any agreement terminated for breach of contract by such Applicant.

#### 5.9 FORMAT AND SIGNING OF PROPOSAL:

- 5.9.1 The Bid Proposal shall be submitted in two parts –
  - Part A : Technical proposal
  - Part B : Financial proposal
- 5.9.2 The applying consultancy firm may submit both the technical and financial proposal.
- 5.9.3 The Proposal shall be typed or written in indelible ink and shall be signed by the applicant or a person or persons duly authorized.
- 5.9.4 Any interlineations, erasures or overwriting shall be valid only if the person or persons signing the Proposal authenticate the same by initial.
- 5.9.5 SUBMISSION OF AD: Packing, Sealing and Marking
  - a) The Technical Proposal (Part A) and Financial Proposal (Part B) must be inserted in separate sealed envelopes, along with Applicant's name and address in the left hand corner of the envelope and super scribed in the following manner.

**Part-A** - Technical Proposal for Project Development Consultancy Services for Construction of Residential Housing Complex at Lumsey, 5<sup>th</sup> Mile Tadong , Gangtok, East Sikkim”

**Part-B** - Financial Proposal for Project Development Consultancy Services for Construction of Residential Housing Complex at Lumsey, 5<sup>th</sup> Mile Tadong , Gangtok, East Sikkim”

- b) Both the envelopes i.e. envelope for Part-A and Envelope for Part-B must be packed in a separate sealed outer cover and clearly super scribed with the following: Technical and Financial Proposal for Project Development Consultancy Services for Construction of Residential Housing Complex at Lumsey, 5<sup>th</sup> Mile Tadong , Gangtok, East Sikkim”. The Applicant’s Name & address shall be mentioned in the left hand corner of the outer envelope.
- c) The inner and outer envelopes shall be addressed to SH&DB, Gangtok at the following address:

To,  
 The Additional Chief Engineer,  
 Sikkim Housing and Development Board,  
 AWAS Bhavan,  
 Church Road,  
 Gangtok, East Sikkim- 737101

(If the outer envelope is not sealed and marked as mentioned above, then the SH&DB will assume no responsibility for the tender’s misplacement or premature opening. Telex, cable or facsimile tenders will be rejected.)

#### 5.9.6 Documents to accompany the AD:

##### PART – A (Technical Proposal)

The applicant must submit the following particulars / documents along with the Technical Proposal failing which the RFP may be treated as non responsive.

- Non-refundable appointment document (downloaded from [www.sikkimudhd.org](http://www.sikkimudhd.org)) cost of Rs.5000/- (Rupees five thousand only) in the form Demand Draft from any Nationalised/Scheduled commercial bank drawn in favour of Secretary, Sikkim Housing & Development Board payable at Gangtok.
- Proposal Security(EMD) amount of Rs.2,00,000/- (Rupees two lakh only) in the form of Demand Draft from any Nationalised/Scheduled commercial bank drawn in favour of Secretary, Sikkim Housing & Development Board payable at Gangtok.
- Photocopy of the PAN card.
- Filled in Technical Proposal (Form A)

- Filled in Applicant's profile (Form B)
- Brief of the company with organization profile
- Previous experience of the firm in successfully executing similar types of assignments
- Writeup on experience of the firm on works related to Consultancy Services on PPP/JV/Contractual Works
- Writeup on projects and experiences of working in Sikkim with Central/ State/Local Govt.
- Detailed Curriculum Vitae (CV) of the proposed specialists for the Consultancy Services (specially Team Leader, Architect, Civil Engineers, Legal Expert)

The Financial Proposal of only those firms fulfilling the eligibility criteria and the technical requirements of the AD (as will be decided by the Evaluation Committee) shall be opened. The method adopted for evaluation will be Quality- and Cost-Based Selection (QCBS) method wherein the technical proposal will be given the weightage of 70% and the financial proposal will be given weightage of 30%.

The financial proposal of only those consultants/developers/bidders shall be opened who qualify technically (Minimum Qualifying Marks: 60%).

For working out the combined score, the employer will use the following formula:

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

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

T (s) stands for technical score

F (w) stands for weight of the financial proposal

F(s) stands for Financial score of the financial proposal

The proposal with the highest total points (technical & financial combined) will be considered for award of concession and will be called for negotiations, if required.

The date & time of opening of the Financial Proposal shall be intimated to the qualifying applicants. Similarly the date for the interview for final selection will be intimated to only the qualifying candidates.

#### PART- B (Financial Proposal)

The applicant must submit the Financial Proposal using Form C with proper signature & seal of the applicant. In case of any discrepancy between figures and words in the Financial Proposal, the one described in words shall be adopted for evaluation.

#### 5.10 NUMBER OF PROPOSALS

An Applicant is eligible to submit only one proposal.

#### 5.11 VALIDITY OF PROPOSAL

The Proposal shall remain valid for 90 days after the date of bid opening. Any Proposal which is valid for a shorter period shall be rejected as non-responsive.

#### 5.12 COST OF PROPOSAL

The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process. SH&DB will not be responsible nor in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

#### 5.13 RIGHT TO REJECT ANY OR ALL PROPOSALS

Notwithstanding anything contained in this Appointment Document(AD), the SH&DB reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance rejection or annulment, and without assigning any reasons thereof.

#### 5.14 LANGUAGE

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

#### 5.15 PROPOSAL DUE DATE

AD filled in all respect must reach SH&DB at the address, time and date specified in the cover page of the Appointment document through Speed / Regd. Post. or Courier. If the specified date for the submission of proposal is declared as a holiday for SH&DB, the Proposal will be received up to the appointed time on the next working day.

#### 5.16 PROPOSAL OPENING

SH&DB will open all Proposals, in the presence of Applicants or their authorized representatives who choose to attend, at the date and time mentioned and in the following location:

Office of the Secretary,  
Sikkim Housing and Development Board,  
Awasthavan, Church Road,  
Gangtok

**6. PAYMENT:**

6.1 No advance Payment shall be made. The Consultants shall be paid stage-wise payment as a percentage of the contract value as per the schedule given below:

**6.2 Period of Services and Fees**

- a) The appointment of Consultant shall be for an initial period for Three (3) months .Extension of the services of the Consultant, if required, will be made by SH&DB. However, if the project is completed before the initial period of contract, the same will be considered.
- b) The Consultancy fees will be paid by Sikkim Housing and Development Board(SH&DB).

**6.3 Payment Schedule:**

<b>Sl.No.</b>	<b>DESCRIPTION</b>	<b>PAYMENT</b>
1	Submission of draft RFP Document And Agreement	20% of the fee
2	Approval of the draft RFP document And agreement	20% of the fee
3	Completion of Bid Process and Identification of selected developer	50% of the fee
4	Issue of LoI and Signing of Agreement between SH&DB and The selected developer	10% of the fee

**7. EARNEST MONEY DEPOSIT:**

7.1 The Earnest Money Deposit(EMD)/Proposal Security amount shall be submitted as specified in the Notice Inviting Bid for Appointment(NIBA). The EMD shall be furnished in the form Demand Draft drawn in any Nationalised/ Scheduled Bank and payable at Gangtok favouring the Secretary,SH&DB, Gangtok.

7.2 The EMD of unsuccessful bidders shall be discharged /returned within a week after evaluation of the bid.

7.3 The EMD of the successful bidder will be returned after the bidder provides the Performance guarantee as specified .

7.4 No interest or any other expenses,whatsoever, will be payable by SHDB,Sikkim on the EMD in any manner.

**Sikkim Housing and Development Board**

- 7.5 The EMD will be forfeited in the following events:
- a) If the successful bidder fails to enter into a contract with SHDB, Sikkim within one week after the receipt of the Letter of Intent.
  - b) If the successful bidder fails to submit the performance guarantee as stipulated.
  - c) In the event of not accepting the conditions of the contract even after agreeing to do so and submitting the letter of unconditional acceptance of conditions of contract.

## **8. PERFORMANCE BANK GUARANTEE :**

- 8.1 The successful bidder shall submit to SH&DB, Sikkim an unqualified Contract Performance Guarantee of the value equivalent to 2.5% (two and half percent) of the total bid price in the form of an irrevocable and unconditional bank guarantee drawn from a Nationalised/Scheduled commercial bank as per proforma attached as Annexure A. The guarantee shall be submitted within one week of issue of letter of Intent and shall be valid till 90 days after the end of the period of contract agreement. The EMD is liable for forfeiture and action will be taken as per the relevant clauses of this bid document if the performance guarantee is not submitted in time as stipulated above.
- 8.2 The performance guarantee shall be payable to SHDB, Sikkim without any condition whatsoever, and the guarantee shall be irrevocable.
- 8.3 The performance guarantee shall be deemed to govern guarantees from the successful bidder, in addition to other provisions of the guarantee.
- 8.4 The performance guarantee is intended to secure the authenticity and performance of the system delivered or services executed. However, it is not to be construed as limiting the damages stipulated in any other clause.
- 8.5 The performance guarantee will be returned to the successful bidder at the end of the period of liability without interest.

## 9. CRITERIA FOR EVALUATION

### 9.1 EVALUATION OF TECHNICAL PROPOSALS

Technical proposal of all the Applicants will be evaluated based on appropriate marking system. The categories for marking and their respective weight-age are as under:

Si.No.	Criteria	Max Marks
<b>I Past Experience of the Agency</b>		
1	Number of years in existence	<b>15</b>
	<10	10
	>10	15
2	Past experience in taking up similar projects	
	>2&<=4	05
	>4	10
<b>II Experience of Management</b>		
	Relevant experience of Senior Management ( 3 members) of the Agency	
	>3&<=5	05
	>5&<=10	10
	>10	15
<b>III</b>	<b>Experience in PPP/JV/Contract Work Consultancy</b>	<b>10</b>
<b>IV</b>	<b>Qualification of Technical Experts(Architects, Civil Engineers, Legal Expert)</b>	<b>30</b>
<b>V</b>	<b>Financial Performance of the Agency</b>	<b>10</b>
	Latest audited annual turnover	
	0.5 Cr &<= 1 Cr	05
	>1Cr	10
<b>VI</b>	<b>Local firms</b>	<b>20</b>
	Agencies with its office registered in the State of Sikkim	10
	Agencies which have already executed work under Central/State/Local Govt. in Sikkim	10
	<b>TOTAL</b>	<b>100</b>

## 10. AWARD OF CONSULTANCY

After selection, a Letter of Intent (the “LOI”) shall be issued, in duplicate, by SH&DB to the Selected Applicant and the Selected Applicant shall, acknowledge the receipt immediately. Within 7 (seven) days of the receipt of the LOI, the Selected Applicant is required to sign the agreement and the formal letter of award (LOA) will then be issued to the selected applicant.

**FORM A****TECHNICAL PROPOSAL**

(On Applicant's letter head)

Dated:

To  
The Additional Chief Engineer,  
Sikkim Housing and Development Board,  
Awass Bhavan, Church Road,  
Gangtok

Sub: Technical Proposal for Project Development Consultancy Services for Construction of Residential Housing Complex at Lumsey, 5th Mile Tadong , Gangtok, East Sikkim”

Dear Sir,

With reference to your Appointment document dated \*\*\*\*\*, I/we, having examined the Documents and understood their contents, hereby submit our Proposal for Project Development Consultancy Services for Construction of Residential Housing Complex at Lumsey, 5th Mile Tadong , Gangtok, East Sikkim”

1. All information provided in the **Proposal** and in the Appendices is true and correct.
2. This statement is made for the express purpose of qualifying as an Applicant for undertaking the Project.
3. I shall make available to SH&DB any additional information it may find necessary or require to supplement or authenticate the Bid.
4. I acknowledge the right of SH&DB to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
6. I declare that:
  - i. I have examined and have no reservations to the Bidding Documents, including any Addendum issued by SH&DB.
  - ii. I do not have any conflict of interest in accordance to the appointment document;
  - iii. I have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the AD, in respect of any tender or request for proposal issued by or any agreement entered into with SH&DB or any other public sector enterprise or any government, Central or State; and



- iv. I hereby certify that we have taken steps to ensure that in conformity with the provisions of the AD, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. I understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with the AD.
8. I declare that we have no business relationship with a/ any other firm submitting a Proposal for the Project.
9. I certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
10. I further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
11. I further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.
12. I undertake that in case of any change in facts or circumstances during the Bidding Process, we shall intimate SH&DB of the same immediately.
13. I hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by SH&DB in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
14. In the event of our being declared as the successful Applicant, We agree to enter into a Agreement in accordance with the draft attached in the AD.
15. I have studied all the clauses of the AD carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by SH&DB or in respect of any matter arising out of or concerning or relating to the selection Process including the award of contract.

16. The Consultancy Fee has been quoted by us after taking into consideration all the terms and conditions stated in the AD, draft Agreement.
17. In accordance with the AD, we offer separate Proposal Security of Rs.2,00,000/- vide DD no. ----- dated ----- drawn on -----, ----  
---(Name of the Bank) payable at Gangtok to SH&DB for submission of our Proposal.
18. The Appointment Document Purchase Fee of Rs.5000/- in the form of a DD no ( ----- dated ----- drawn on -----, ----- Branch, payable at Gangtok) is attached.
19. I agree and understand that the Proposal is subject to the provisions of the AD . In no case, we shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Proposal is not opened.
20. I agree to keep this offer valid for 90 (ninety) days from the Proposal Due Date specified in the AD.
21. I agree and undertake to abide by all the terms and conditions of the AD . In witness thereof, I/we submit this Proposal under and in accordance with the terms of the Appointment document.

Yours faithfully,

Date: (Signature of the Authorized signatory)

Place: (Name and designation of the of the Authorized signatory)

Name and seal of Bidder

**FORM B****PARTICULARS OF THE APPLICANT**

1. Name of The Firm:
2. Registered Office:
3. Date Of Incorporation:
4. Constitution Of Consultant Firm :
5. Names of Govt. Dept. / Public Sector undertaking / Pvt. Sector / International clients to whom the bidder has provided similar services, if any:
6. Main Business Activities :
7. Details Of Main Branches :
8. Annual turnover of the Firm (in INR) from Consulting Assignments in India during last three Financial Years. (Please attach copy of the Audited Financial Statements)  
2013-14:  
2014-15:  
2015-16:
9. Details Of Contact Persons

NAME:

DESIGNATION:

CONTACT TEL. NO. :

MOBILE NO. :

FAX NO. :

EMAIL ID:

POSTAL ADDRESS:

(Signature of Authorized signatory)

**FORM C**

**FINANCIAL PROPOSAL**

(On Applicant’s letter head)  
 To,  
 The Additional Chief Engineer,  
 Sikkim Housing and Development Board,  
 Awas Bhavan, Church Road,  
 Gangtok

Dated:

**Sub: Financial Proposal**

I, the undersigned, offer to provide the consulting services for Proposal for Project Development Consultancy Services for Construction of Residential Housing Complex at Lumsey, 5th Mile Tadong , Gangtok, East Sikkim in accordance with your AD. My Financial Proposal is as follows:

Name of the State:	Financial Quotation
SIKKIM	RS...../- (Rupees -----) (Amount in words and figure)

The above amount is inclusive of all applicable taxes including service tax.(new GST regime has also been taken into account)

1. Our Financial Proposal shall be binding upon us subject to any modifications resulting from contract negotiations, up to the expiration of the validity period of the Proposal, i.e. .... (Date).
2. This financial proposal covers remuneration for all the Personnel (Expatriate and Resident, in the field, office etc), accommodation, air fare, equipment, printing of documents or any other payments in relation to the Project etc. The Financial Proposal is without any condition.
3. We undertake that in competing for and, if the award is made to us, in executing the above services, we will strongly observe the laws against fraud and corruption to force in India namely “Prevention of Corruption Act 1988” We understand that you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature:  
 Name and Title of Signatory:  
 Name of Firm:  
 Address

**ANNEXURE**

**Draft AGREEMENT FOR Project Development Consultancy Services for  
Construction of Residential Housing Complex at Lumsey, 5th Mile Tadong ,  
Gangtok, East Sikkim**

THIS AGREEMENT is made at Sikkim on \_\_\_\_\_ day of \_\_\_\_\_ 2017 between:

Sikkim Housing and Development Board herein also referred to as the ‘‘SH&DB’’, which expression shall mean and, include its successor and Assigns of the FIRST PART

**AND**

-----  
-----  
-----India herein also referred to as ‘‘The Consultant’’ through its Authorised Representative which expression shall, means and include its successors and assigns of the SECOND PARTY

Both the above are jointly referred to as ‘‘Parties’’.

WHEREAS

1. SH&DB is interested in the speedy and comprehensive development of Residential Housing Complex at Lumsey, 5th Mile Tadong , Gangtok, East Sikkim
2. It has been decided by the SH&DB to provide quality housing flats to the residents of Sikkim in order to meet the increasing demand and support the State Government in delivery of housing units.
3. Housing is now being realized as a priority sector in the development of infrastructure and the participation of the private sector/developer is considered crucial to this process. The provision of Infrastructure through the participation of the private sector is today a well-recognized concept in the country .
4. The success of the development of Residential Housing Complex through the participation of either the private or public sector is to have the association of right technical consultants having suitable experience.
5. SH&DB has identified specific area, within the City of Gangtok and jurisdiction of the SH&DB, suitable for Residential Complex at Lumsey 5<sup>th</sup> Mile, which it is desirous of developing through PPP/JV/Contract.
6. The consultant will work with SH&DB only in achieving the above objectives on the spirit of this agreement i.e. to achieve the objectives outlined above.

NOW THIS DEED WITNESSETH AS FOLLOWS:

7. It has been decided by the SH&DB to improve the delivery of housing units and would decide on the right means to develop such a project on PPP mode, Joint Venture or Contract. The ideal situation would be to limit the investment of SHDB to provision of land. SH&DB while doing so would also be looking at earning revenue from sale of flats.

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8. Attention would also be focused on Operation and Maintenance aspects of the Project.
9. The Consultant after due consideration to the above would prepare the RFP documents and Agreement for technically qualified Technology Suppliers and/or Concessionaires or Contractors in an appropriate manner.
10. The various agencies like, (i) Sub-consultant, (ii) Technology suppliers, (iii) Contractor/Implementer, (iv) Concessionaire among others, would be responsible for speedy progress of all works including designs, drawings, constructions and approvals.
11. Appropriate and Proper Performance Guarantees from all concerned agencies – Technology Suppliers, Contractors would be formulated for adherence to all the objectives under the project.
12. Evaluation of design and technology shall be made by consultant and committee constituted by the SH&DB on the basis of technical proposals of the various parties, which have been received by SH&DB, and SH&DB shall finalize and select the proposal in consultation with Consultant.
13. Techno-commercial analysis and evaluation on all aspects of the project including design, construction O&M technical features and financial aspects etc of the offers/quotations of various parties received by SH&DB, will be submitted to SH&DB by the Consultant with a view to recommend the techno-commercially attractive quotation so as to achieve a sound project.
14. Necessary assistance will be rendered by Consultant to arrive at a mutually acceptable “ Agreement” between the successful Party and SH&DB for the overall interests of the Project.
15. CONSULTANT shall hold harmless and indemnify the SH&DB, against any claims or liability because of personal injury including death of any employee of CONSULTANT arising out of or in consequence of the performance of this CONTRACT.
16. SH&DB shall not be responsible for any loss or damage to property of any kind belonging to CONSULTANT or its employees, servants or agents.
17. Consultant shall not disclose to any third party, any Technical Information, process data, design, drawings, plans, specifications, etc. received from SH&DB at any time either in whole or in part, shall use all reasonable efforts to preserve the secrecy of the above Technical Information and shall not use the same for any purpose other than the intended purpose including construction, maintenance and operation of the Project.

#### **ROLES OF CONSULTANT AND SH&DB**

18. Both Consultant and SH&DB shall contribute to the formation of a Bid Preparation Team. Consultant shall ensure the completion and formulation of bid specifications/documents on behalf of SH&DB.
19. Consultant and SH&DB agree to keep each other informed about the development on the project periodically.

### **PERIOD OF SERVICES AND FEES**

20. The appointment of Consultant shall be for an initial period for three (3) months .Extension of the services of the Consultant, if required, will be made by SH&DB. However, if the project is completed before the initial period of contract, the same will be considered.
21. The Consultant fees would be payable by SH&DB .
22. The consultant will be responsible for preparation of RFP documents and Agreement. They will also assist SH&DB in selection of the developer through the process of tender .

### **ARBITRATION**

23. The Parties shall use their endeavor to settle amicably amongst them-selves any and all disputes arising in connection with this Agreement or the interpretation thereof. Any outstanding disputes shall be referred to an arbitrator appointed by Secretary, SH&DB as per the provisions of the Arbitration and Conciliation Act of India 1996. The venue of arbitration and conciliation shall be Gangtok, Sikkim. In case of any kind of litigation the jurisdiction of court will be Sikkim.

### **FORCE MAJEURE**

24. Any delay in or failure of performance by a PARTY shall not constitute default hereunder or give rise to any claims for damages against said PARTY if and to the extent caused by reasons which are beyond the control of the said PARTY, including but not limited to acts of God, strikes or other concerted acts of workman, power cuts, fires, floods, explosions, riots, war (declared or undeclared), rebellion, sabotage, extra ordinary severe weather, cyclone, earthquake, civil commotion and criminal acts of third parties. Force Majeure shall not include insufficiency of funds or failure to make any payment required under the CONTRACT.
- aa) Both PARTIES shall keep a record of the circumstances referred to above, which are responsible for causing delays in the execution of the project. Affected PARTY shall provide notice in writing within 10 days to other PARTY of any such cause with necessary evidence that the obligation under the CONTRACT is affected or prevented or delayed. In case it is not possible to serve the notice within the said 10 days period, then notice shall be served within the shortest possible period.
- bb) If the execution of the project is likely to be delayed by or as the result of one or more of the circumstances referred to in (r) hereof, SH&DB and CONSULTANT shall discuss the situation with a view to find the means to minimise the impact and effect of such circumstances and to reduce the costs and expenses which the PARTIES or either of them may incur.

IN WITNESS WHEREOF THE SIKKIM HOUSING AND DEVELOPMENT BOARD AND THE CONSULTANT (NAME OF CONSULTANT) have executed this Agreement.

For Sikkim Housing and Development Board

For ( name of the Consultant)

WITNESS:

1.

2.



**ANNEXURE-A**

**PERFORMANCE BANK GUARANTEE**

**( To be executed by bidder/contractor’s bank in stamp paper of value in accordance with Stamp Act;the non-judicial stamp paper should be in the name of the issuing bank)**

(To be used by approved Nationalised/Scheduled Bank)

1. In consideration of the Sikkim Housing and Development Board(hereinafter called “SH&DB”) having agreed to exempt .....herein after called “the said Consultant” from the demand. (Under the terms and conditions of an Agreement dated to be executed as per order made between..... and..... for ..... herein after called “the said Agreement” of security deposit for the due fulfillment by the said Consultant’s of the terms and conditions contained in the said agreement on production of a Bank Guarantee for Rs. ....( Rupees ..... only).We ( referred to as the Bank) do hereby undertake to pay SH&DB an amount not exceeding Rs..... ( Rupees..... only) against any loss or damage caused to or suffered by SH&DB by reason of any breach by the said Consultant of any of the terms and conditions contained in the said agreement.

2. We ..... Bank Ltd. Do hereby undertake to pay the amounts due and payable under the guarantee without any demur merely on a demand from SH&DB, stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by SH&DB, by reason of any breach by the said Consultant of any of the terms and conditions contained in the said Agreement or by reason of the Consultant’s failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive, as regards the amount due and payable by the bank under the guarantee. However, our liability under the guarantee shall be restricted to an amount not exceeding Rs.....( Rupees ..... only)

3. We ..... Bank Ltd. Further agree, that the guarantee herein contained , shall remain in full force and effect during the period that would be taken for the performance of the Agreement and that it shall continue to be enforceable till all the dues of SH&DB, under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged till SH&DB certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Consultant and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the ..... we shall be discharged from all liability under the guarantee thereafter.

4. We..... Bank Ltd. Further agree with SH&DB that SH&DB shall have the fullest liberty, without our consent and without affecting in any manner or obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Consultant from time to time or postpone for any time or from time to time any

of the powers exercisable by SH&DB against the said Consultant and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension or forbearance being granted or allowed to the said Consultant or for any of the forbearance act or omission on the part of SH&DB or any indulgence by SH&DB to the said Consultant or by any such matter or thing whatsoever which under law relating to sureties would but for this provision have the effect of so relieving us.

5. To give effect to the guarantee it shall be competent for SH&DB to so act, as though the Bank were the principal debtor.

6. It is hereby expressly agreed and declared that this guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any former or other guarantees or guarantee here to fore given by the bank to SH&DB and now existing uncanceled and this guarantee is not intended to and shall not revoke or limit such other guarantees.

7. We ..... bank Ltd. Lastly undertake not to revoke this guarantee during its currency- except with the previous consent of SH&DB, Sikkim in writing.

Dated:

For the ..... Bank Ltd.

Authorised Signatory

**CHECKLIST:**

In order to assist the bidders in preparation of their bid document, the following checklist has been prepared. The checklist is indicative and any omissions shall not be the responsibility of SH&DB.

1. Form A- Technical Proposal
2. Form B- Applicant's Profile
3. Demand draft of Rs.5000/- towards the cost of bid document
4. Demand Draft of Rs.2,00,000/- toward Proposal Security
5. Brief of the Company with organization profile
6. Write-up: Experience on similar assignments
7. Write-up: PPP/JV/Contract Consultancy experience
8. Write-up: On Sikkim Experience
9. Detailed CV of proposed HR
10. Photocopy of PAN Card
11. Audited Statement of last three years
12. Form C- Financial Proposal

The submission of above information should be in the manner and sequence as specified in the Appointment Document.