

**PRADHAN MANTRI AWAS YOJANA:  
HOUSING FOR ALL (URBAN)**

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**REQUEST FOR PROPOSAL**

“Operating State Level Technical Cell and City Level Technical Cell under  
PMAY: HFA (Urban) in Sikkim”



URBAN DEVELOPMENT & HOUSING DEPARTMENT  
GOVERNMENT OF SIKKIM, GANGTOK  
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**DISCLAIMER**

The information contained in this Request for Proposal ("RFP") document provided to the Bidder(s), by or on behalf of the Urban Development & Housing Department, Government of Sikkim or any of their employees, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

The purpose of this RFP document is to provide the Bidder(s) with information to assist the formulation of their Proposals. This RFP document does not purport to contain all the information each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for the Urban Development & Housing Department, Government of Sikkim or any of their employees, to consider the business/investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice from appropriate sources. The Urban Development & Housing Department, Government of Sikkim or any of their respective employees make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.

Urban Development & Housing Department, Government of Sikkim or any of their employees, in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document. Updated RFP document will only be available in referred departmental website.

**ABBREVIATION / ACRONYMS**

CDP	City Development Plan
CV	Curriculum Vitae'
CMP	Comprehensive Mobility Plan
CSP	City Sanitation Plan
CLTC	City Level Technical Cell
DAY-NULM	Deendayal Antyodaya Yojana: National Urban Livelihoods Mission
EWS	Economically Weaker Section
FS	Financial Score
GIS	Geographical Information System
GMC	Gangtok Municipal Corporation
GoI	Government of India
GoS	Government of Sikkim
HFA	Housing for ALL
LIG	Lower Income Group
LoA	Letter of Acceptance
MIS	Management information system
MoHUPA	Ministry of Housing & Urban Poverty Alleviation
MoUD	Ministry of Urban Development
PoA	Plan of Action
PAN	Permanent Account Number
PMAY	Pradhan Mantr iAwas Yojana
SFCPoA	Slum Free City Plan of Action
SLTC	State Level Technical Cell
SUDA	Sikkim Urban Development Agency
TS	Technical Score
ULB	Urban Local Body
UD&HD	Urban Development & Housing Department

**FILE NO: T (234) UDHD/TP/E/2015****LETTER OF INVITATION**

On behalf of the Governor of Sikkim, proposals are invited from firms/ consultants for "Operating State Level Technical Cell and City Level Technical Cell under PMAY: HFA (Urban) in Sikkim"

1. The Urban Development & Housing Department, Government of Sikkim (hereinafter 'the Recipient') has received grant financing from Ministry of Housing & Urban Poverty Alleviation, Government of India towards setting up and operating State Level and City Level Technical Cells under PMAY: HFA (Urban) in Sikkim. The Recipient intends to apply the funds to eligible payments under the contract for which this Request for Proposal (RFP) is issued by the Secretary, Urban Development & Housing Department.
  - a) The Urban Development & Housing Department (hereinafter 'the Client') now invites proposals to provide the following consulting services: "Operating State Level Technical Cell and City Level Technical Cell under PMAY: HFA (Urban) in Sikkim". Further details of the services requested are provided in the Terms of Reference
  - b) All information contained in this proposal should be treated as commercially confidential and you are required to limit dissemination on a need-to-know basis.
  - c) A firm shall be selected under Quality and Cost Based Selection (QCBS) and procedures described in this RFP document.
2. The RFP includes the following documents:
  - i. Letter of Invitation
  - ii. Main Document containing Bid Data Sheet, Terms of Reference, Instructions to the Consultants and Criteria for evaluation
  - iii. Form A for Technical Proposal
  - iv. Form B for Particulars of the Firm/Agency Proposal
  - v. Form C for performance statement of the firm for similar projects
  - vi. Form D for CV of individual experts to be associated with the project
  - vii. Form E for financial proposal
  - viii. Draft Agreement with Appendix I, II, III & IV at Annexure A
3. Please note that while all the information and data regarding this RFP is, to the best of the Client's knowledge, accurate within the considerations of scoping the proposed contract, the Client holds no responsibility for the accuracy of this information and it is the responsibility of the Consultant to check the validity of data included in this document.
4. Bidders intending to submit bids and wishing to receive any clarifications raised should inform the Client's representative in writing or electronically not later than the days indicated for submission of clarifications contained in BDS.
5. Details of bid submission data, clarification meeting and bid security are specified in Bid Data Sheet (BDS).

**1. BID DATA SHEET**

1	Name of the client	Urban Development & Housing Department, Government of Sikkim
2	Title of consulting service	"Operating State Level Technical Cell and City Level Technical Cell under PMAY: HFA (Urban) in Sikkim"
3	Method of selection	QCBS in the ratio of 75:25 for technical score: financial score
4	The RFP document can be downloaded from	<a href="http://www.sikkimudhd.org">www.sikkimudhd.org</a> / <a href="http://www.hfasikkim.org">www.hfasikkim.org</a>
5	Period of availability of the RFP document	07.12.2016 to 06.01.2017
6	Last date of receipt of proposals	07.01.2017 by 15:00 hrs
7	Mode of submission of proposals	<i>(Through Speed/Registered post/courier/submission by hand. No drop box facility available)</i>
8	Address for submission of the bids	Secretary, Urban Development & Housing Department, Government of Sikkim, Near State Bank of Sikkim (HQ), Gangtok – 737101, Sikkim.
9	Date and timing of opening of the Technical Proposals	10.01.2017 at 11:30 AM at the office of the Special Secretary, UD&HD
10	Date and timing of opening of the Financial Proposals	Will be intimated after the evaluation of the Technical Proposals
11	Non-refundable RFP document charge	Demand Draft amounting to `10,000/- (rupees ten thousand) only in favour of the State Nodal Officer, PMAY:HFA(urban), UD&HD payable at Gangtok as non-refundable charges for the RFP document
12	Refundable Proposal Security	Demand Draft amounting to `1,18,000/- (rupees one lakh eighteen thousand) only in favour of the Secretary, UD&HD payable at Gangtok as refundable proposal security. The duration of validity of the proposal security is 90 days and will be refunded after the work is awarded to the successful bidder.
13	Technical Proposal and Financial Proposal	To be submitted together in separate envelopes A & B respectively along with the soft copy of the Technical Proposal in PPT/PDF format not exceeding 25 slides
14	Pre-proposal meeting	The pre-proposal meeting will be held on 26.12.2016 at 11:30 am at the office of the

		State Nodal Officer, PMAY:HFA(U), UD&HD
15	Clarifications on the proposal document	Clarification may be requested not later than 7 (seven) working days before the proposal submission date. All requests for clarifications will be directed to the State Nodal Officer, PMAY:HFA(urban), UD&HD at <a href="mailto:udhdsikkim@gmail.com">udhdsikkim@gmail.com</a>
16	Validity of the proposals	90 days
17	Letter of Authorisation	The consultant is required to include with its Proposal written confirmation of authorisation to sign on behalf of the Consultant
18	Joint Venture or Consortia	Yes.
19	Currency and Budget for proposal	INR ( Indian rupees)

## 2. INTRODUCTION

“Pradhan Mantri Awas Yojana-Housing for All (Urban)” Mission for urban area will be implemented during 2015-2022 and this Mission will provide central assistance to implementing agencies through States and UTs for providing houses to all eligible families/ beneficiaries by 2022. Mission will be implemented as Centrally Sponsored Scheme (CSS) except for the component of credit linked subsidy which will be implemented as a Central Sector Scheme. Mission with all its components has become effective from the date 17.06.2015 and will be implemented up-to 31.03.2022. All the 7 ULB's in Sikkim are covered under this Mission.

As per HFA guidelines for implementing “Housing for All” states and cities will require different competencies like planning, engineering, social mobilization, financial planning etc. Ministry will provide assistance to the states/UTs for enhancing capacity of their employees/officers in these operational areas. Ministry will also assist states/UTs in constitution of Technical and Project Management Cell at state and city level. A State Level Technical Cell (SLTC) with 5 post graduate professionals and a City Level Technical Cell at cluster level with 2 undergraduate professionals have been approved by the CSMC for Sikkim.

In order to have an integrated approach in implementing the Mission activities, States/UTs and ULBs have to take efforts to converge with similar kind of institutional support available with the SLNA and ULBs from other projects/programmes so as to avoid duplication of recruiting similar kind of specialist in the SLTC and CLTC. Hence the SLTC and CLTC will also be supporting the implementation of DAY-NULM under MoHUPA.

## 3. SCOPE OF WORK

The consultant shall be responsible for providing the complete set of manpower as required for formation of the SLTC and act as an extended arm of SLNA for providing wholesome support for implementing PMAY: HFA (U) in the whole state of

Sikkim and AMRUT in the capital city of Gangtok. The consultant will be responsible for deploying the complete set of technical experts required at the SLTC at Gangtok and CLTC at Jorethang.

<b>Si.No.</b>	<b>Specialist for SLTC at Gangtok</b>	<b>No. of positions</b>
1	Town Planning Specialist	01
2	Housing Finance & Policy Specialist	01
3	Social Development & Capacity Building Specialist	01
4	MIS Specialist	01
5	Civil Engineer	01
	<b>TOTAL</b>	<b>05</b>
	<b>Specialist for CLTC at Jorethang</b>	
1	Town Planning Specialist	01
2	Social Development & Capacity Building Specialist	01
	<b>TOTAL</b>	<b>02</b>

- 3.1. Terms of Reference (ToR) for each technical expert position at SLTC including qualification and experience is provided in Si.No.6. However, the job description provided is indicative in nature and may change as per the requirement of the scheme.
- 3.2. The technical experts deployed by the consultant for the SLTC and CLTC will be dedicated full time staff and will be stationed at the office as designated by the SLNA. To ensure quality, the agency will develop and follow an exclusive HR policy describing the standards and guidelines for managing the manpower deployed. The manpower deployed should be in accordance with the service requirement of the SLTC and CLTC for which they are being appointed.
- 3.3. The day to day work of the technical experts will be assigned by the State Nodal Officer, or any other officer designated by him for this purpose. All the monitoring and reporting aspects of the technical experts will be under the control and supervision of Nodal Officer: PMAY-HFA(U).
- 3.4. The consultant will provide the services of only those experts who fulfil the eligibility criteria prescribed and will conduct one to one discussions with the experts provided by the selected agency to ensure suitability of the technical experts. The SLNA has the right to reject the list of experts provided by the agency in case they are not found suitable as per criteria.

## 4. PAYMENT AND WORKING ARRANGEMENT

### 4.1. RENUMERATION

- i. The agency will be paid a maximum of `65,000/- per month including all applicable taxes for the services of each technical expert in the SLTC and a maximum of `35,000/- per month including all applicable taxes for the services of each technical expert in the CLTC. This includes TA & DA expenses for travel to different ULBs within the State and communication expenses. TA and DA for technical experts as per the State Government norms for official travel outside the State will be paid separately.

The remuneration of the consultant will be based on the qualification and number of years of experience not exceeding the maximum amount as mentioned above.					
Sl.No.	Technical Cell	Gr. => 3 yrs / Dip.=>3 yrs	P.G. = >1 yr / Gr. => 1 yr	P.G.=>2 yrs / Gr. => 2 yrs	P.G.=>3 yrs
1	SLTC	`40,000/-	`55,000/-	`60,000/-	`65,000/-
2	CLTC	`25,000/-	`30,000/-	`35,000/-	

**Dip.-diploma                      Gr.-graduate P.G. - post graduate**

- ii. No additional payment for service tax, insurance cover, EPF, management fee etc will be paid to the agency.

### 4.2. PAYMENT

The Consultancy Fee shall be paid on quarterly basis against the invoice raised by the Consultant in the first week of the quarter. The payment shall be released within 30 days of submission of such invoice in the form of State Bank of Sikkim cheque. In case of electronic transfer, the applicable RTGS fee will be deducted from the consultancy amount. The payment for the first quarter will be done only after the placement of the specialist in the SLTC/CLTC.

### 4.3. Working arrangement & time

The designated office space and infrastructure with the minimum required desktops and peripherals will be provided by the SLNA. The experts positioned by the consultant in the SLTC & CLTC are however expected to get their own personal laptops for their use. Working hours (6 days a week, 10:00 hrs – 16:30 hrs) with lunch break of 30 minutes (1:00 – 1:30 hrs).

## 5. DELIVERABLES

The agency is responsible for the following deliverables apart from the job descriptions mentioned:

- i. Provide experts up to contract period as per the ToR given in the RFP.
- ii. To keep the experts in position by the date mentioned in the RFP.

To provide suitable replacement within 30 days, in case any of the technical experts leaves the job. Beyond that period, the agency will be charged a fine which may be up to a maximum of ₹ 2,000 per day.

## **6. TERMS OF REFERENCE OF THE SPECIALISTS**

### **6.1. TOWN PLANNING SPECIALIST**

#### **Qualifications and Experience**

- i. Master's degree in Planning with at least 1 year experience/ Bachelors in Planning with minimum 3 yrs of experience for SLTC
- ii. Having experience in project management in a managerial position.
- iii. Experience in working with urban development/affordable housing/slum development projects /programmes.
- iv. Experience in implementing urban reforms for States and ULBs.
- v. Bachelors Degree (B'Plan/B'Arch) with at least 1 year of experience/ Diploma in (B'Plan/B'Arch) with minimum 3 years for CLTC.

#### **Roles and responsibilities**

- i. Handholding support to the SLNA/ULBs for the preparation of HFAPoA, DPR and AIP.
- ii. Handholding support to the SLNA/ULBs in identifying slum pockets and other lands for housing development.
- iii. As part of the slum mapping exercise, assist the SLNA/ULB in identifying ownership of the land occupied by slums and mapping of the same.
- iv. Handholding support to the SLNA/ULBs in tenability analysis and choosing options for untenable slums.
- v. Assist the ULBs in selection of appropriate model for the in-situ slum redevelopment.
- vi. Review the city Master Plan and provide inputs to revise it in accordance with the mandatory conditions under the Mission.
- vii. Provide support in developing (approved) building layout plans for EWS/LIG housing.
- viii. Develop AIP on the basis of HFAPoAs of the ULBs in consultations with State.
- ix. Handholding support to States /UTs for the implementation of the slum redevelopment and Affordable Housing programmes.
- x. Develop MIS formats and compilation of data from the ULBs.
- xi. Develop periodic monitoring system for achievements under each scheme components.
- xii. Any other related tasks that may be entrusted upon by State/SLNA.

### **6.2. HOUSING FINANCE AND POLICY SPECIALIST**

#### **Qualifications and Experience**

- i. Post graduate in finance/ commerce from recognized university with minimum 1 year of experience/ graduate in finance/commerce with minimum 3 years of experience in housing finance sector.
- ii. Having experience in housing finance & banking and housing policy.



- iii. Experience in working with state government to examine and develop a range of options for financing housing projects.
- iv. Experience in training ULB staff on municipal finance, project finance and resource mobilization.
- v. Experience in promoting dialogue between all stakeholders involved in the housing finance sector at state level.
- vi. Experience in identifying and quantifying potential capital financing sources for housing finance in the country.

### **Roles and responsibilities**

- i. Undertake data and financial analysis on Housing Finance for the urban poor.
- ii. Prepare housing finance strategy for the State/UTs.
- iii. Co-ordinate with various HFIs and Banks at state level for ensuring support for the implementation of the programme.
- iv. Analyse the possible financing provisions for the State/UT.
- v. Undertake data analysis and fixing targets under CLSS component.
- vi. Monitor the utilization of funds and the achievement of targets of CLSS component periodically.
- vii. Provide inputs into MIS and reporting formats for CLSS component.
- viii. Organise meetings with Central Nodal Agencies (CNAs), i.e., National Housing Bank (NHB) and HUDCO and eliciting their feedback in coordination with the Mission Directorate.
- ix. Any other related tasks that may be entrusted upon by State/SLNA.

## **6.3. SOCIAL DEVELOPMENT & CAPACITY BUILDING SPECIALIST**

### **Qualifications & Experience**

- i. Post Graduate in Social Work with minimum 1 year of experience/ graduate in social work with minimum 3 years of experience for SLTC
- ii. Minimum 1 year of work experience in social and community development.
- iii. Experience of working in the development areas, preferably with urban community and slums.
- iv. Knowledge and experience in participatory planning and community mobilization.
- v. Fluency in local language is essential.
- vi. Wide knowledge and experience in implementing capacity building programme for states and ULBs.
- vii. Experience in designing, implementing and evaluating capacity building activities, preferably in the municipal environment.
- viii. Bachelors degree in Social Work/ Social Science with minimum 1 year of experience for the CLTC

### **Role and responsibilities**

- i. Support the SLNA/ULBs to develop a pre-project consultation mechanism with the stakeholders and ensure its incorporation in the HFAPoA.
- ii. Support in conducting social analysis, social audit and community participation.

- iii. Support the ULBs in the urban poor governance, empowering the local communities, CBOs, NGOs etc. in implementing housing projects.
- iv. Devise strategies to develop platforms for interface between the service providers, ULB officials and the community in the backdrop of the housing projects.
- v. Overall assessment and reporting of the social development impact of the project.
- vi. Support in analyzing the affordability of housing loans to the poor, along with willingness to pay.
- vii. Support conducting surveys in the low-income and resettlement projects and provide technical inputs in analyzing the data.
- viii. Coordinate the social audit process at city level through Independent Facilitating Agency.
- ix. Ensure preparation of database of various stakeholder organizations (e.g. community organizations, nongovernment organizations, women's groups, and microfinance institutions involved in housing finance etc.) and participation of these organizations in the programme.
- x. Overall responsibility for the management of Capacity Building programme in the state.
  - xi. Support the State in preparing annual capacity-building plan.
  - xii. Coordinate and monitor the organisation of State and City level training programmes in coordination with Network of Resource Centres empanelled by MoHUPA/State.
  - xiii. Develop capacity building modules appropriate to the city/ULBs on HFA components and organise training programmes on these modules.
  - xiv. Develop the database of trainers and resource persons on urban poverty alleviation, planning, community participation, social development, engineering etc.
  - xv. Support city level capacity building/training coordinator in organizing training programmes and bringing in resource persons for taking sessions during training programmes.
  - xvi. Collate and disseminate reports of the trainings and capacity building programmes.
  - xvii. Develop monitoring mechanism for the training and capacity building programmes.
  - xviii. Support ULBs in cross learning through organising study tours and exposure visits.
  - xix. Develop mechanism and monitor the impacts of training programmes and document learning's from the field.
  - xx. Any other related tasks that may be entrusted upon by State/SLNA.

#### **6.4. MIS SPECIALIST**

##### **Qualifications & Experience**

- i. Post Graduate degree in Computer Science/ MCA with minimum of 1 year experience / Graduate in computer science/BCA with minimum of 3 years of experience

- ii. Exposure to software development & project management, database management, MIS etc.
- iii. Ability to work in a team and train staff to use the systems.

#### **Roles and Responsibilities**

- i. Coordination of data entry of the activities of Mission and file uploads into systems to be used by SLNA.
- ii. Support Local Bodies in coordinating/monitoring the housing demand surveys.
- iii. Work closely with the Urban Planning expert and support ULBs for the development of a MIS of land related data at state/city level that will include geo tagging references of the proposed housings.
- iv. Coordinate management of electronic data pertaining to the SLNA, including soft copies of letters, reports and numerical data. This may involve conversion of data and reports in hard copy to electronic form, as well as their storage in an organized filing system.
- v. Furnish reports/quarterly progress report to MoHUPA through SLSMC/SLNA.
- vi. Provide assistance to the City level MIS specialists as and when required.
- vii. Any other related tasks that may be entrusted upon by State/SLNA.

### **6.5. CIVIL ENGINEER**

#### **Qualifications & Experience**

- i. Masters in Engineering (Civil) with minimum of 1 year experience /Bachelors in Engineering (Civil) with minimum of 3 years of experience
- ii. Ability to assist SLNA/ULBs to set standards and procedures for ensuring quality and monitoring compliances.
- iii. Prior experience as municipal engineer will be an added advantage.  
Fluency in local language essential

#### **Roles and Responsibilities**

- i. Identify and adapt green innovative technologies, good construction practices, disaster resistant construction, area specific design etc. to suit the local requirements.
- ii. Recruitment of quality consultants for preparation of city plan of action, DPR and ensure timely submission of the documents in coordination with the Municipal Engineer in State Level Technical Cell.
- iii. Provide technical support in associating with technical institutes on design and supervision of infrastructure works and ensure good quality assurance.
- iv. Assess the training needs in engineering and assist ULBs to access quality training on site or at recognized centres of excellence.
- v. Review the City Plan of Actions and DPRs for precision and detail and provide feedback as necessary.
- vi. Support ULB to report with precision on progress of construction and utilization of funds under HFA.
- vii. Any other related tasks that may be entrusted upon by the State/SLNA

## **7. INSTRUCTION TO THE CONSULTANTS**

### **7.1. INTRODUCTION**

- 7.1.1.** The Consultant is invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, or a Financial Proposal only, as specified in the Data Sheet. The Proposal shall be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 7.1.2.** The Consultant shall bear all costs associated with the preparation and submission of its Proposal and contract negotiation.
- 7.1.3.** The Client is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior to award of Contract without thereby incurring any liability to the Consultant.

### **7.2. CONDITIONS OF ELIGIBILITY**

- 7.2.1.** The consultant must read carefully the minimum conditions of eligibility (the "Conditions of Eligibility") provided herein. Proposals of only those consultant who satisfy the Conditions of Eligibility will be considered for evaluation
- 7.2.2.** A Consultant may be a natural person, private entity, government-owned entity, or any combination of these, with a formal intent to enter into an agreement or with an existing agreement in the form of a Joint Venture (JV).

In the case of a JV:

- (i) all parties to the JV shall be jointly and severally liable; and
- (ii) a JV shall nominate a Representative who shall have the authority to conduct all businesses for and on behalf of any and all the parties to the JV during the bidding process and, in the event the JV is awarded the Contract, during Contract execution. All partners in the JV shall have at least 3 years' experience in the relevant sector.

- 7.2.3.** Government-owned enterprises in India may participate as a bidder only if they can establish that they: a) are legally and financially autonomous, b) operate under commercial law, and c) are not dependent agencies of the State or Central Government.

- 7.2.4.** To be eligible for evaluation of its Proposal, the consultant shall fulfil the following Minimum Eligibility Criteria

1. The consultant should be registered since 5 years. Incorporation certificate should be furnished.
2. The consultant should have a minimum average business of `100 lakhs for the last three years. Audited balance sheet to be furnished along with proposal.

- 7.2.5.** 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
- URBAN DEVELOPMENT & HOUSING DEPARTMENT, GoS

the bar subsists as on the date of Proposal, would not be eligible to submit the Proposal.

- 7.2.6.** The consultant 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 firm/agency, nor been expelled from any project or agreement nor have had any agreement terminated for breach of contract by such firm/agency.
- 7.2.7.** While submitting a Proposal, the consultant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient.
- 7.2.8.** Consultant shall provide such evidence of their continued eligibility satisfactory to the Client, as the Client shall reasonably request.

### **7.3. CONFLICT OF INTEREST**

In the event of a conflict of interest, the Consultant is required to obtain confirmation of 'no objection' from the Secretary, UD&HD, GoS in order to bid. Conflict of interest exists in the event of: (i) the supply of services, equipment or works whose ToR/specifications were prepared by the bidding Consultant (individuals and organizations); (ii) the successor to a previous assignment executed by the bidding Consultant (e.g. implementation of a project for which the Consultant has conducted a feasibility assessment) ;(iii) Consultant, suppliers or contractors (individuals and organizations) who have a business or family relation with a Client staff member directly or indirectly involved in the preparation of the ToR, specifications, related recruitment or supervision, and (iv) practices prohibited under the anticorruption policy of the Government of India and the Government of Sikkim.

### **7.4. PROCEDURE FOR AWARD OF WORK**

The broad procedure for selection of the consultant constitutes as under:

- a. Invitation for RFP:** UD&HD invites the application from eligible consultants' to submit their proposals to participate in the selection procedure.
- b. Submission of RFP:** The participants will submit the RFP to UD&HD along with the details as required in the prescribed manner.
- c. Scrutiny by the UD&HD:** The UD&HD will scrutinize all the submissions received on the basis of eligibility criteria.
- d. Short listing:** The consultants whose technical score is more than that as prescribed will be shortlisted for opening of the Financial Proposals
- e. Selection:** The eligible participants would be selected for the consultancy on the basis of their credentials, competence and previous work records.
- f. Proposal validity:** The proposal is valid for 90 days and the proposal security of the participating consultants will be returned after the letter of award is issued to the selected consultant.
- g. Performance guarantee:** A fee equalling to 3 times of the approved monthly consultancy charges for the contractual validity period is to be deposited

vide BG favouring the Secretary, UD&HD as performance guarantee only after selection of the consultant as the consultant for the work.

## **7.5. FORMAT AND SIGNING OF PROPOSAL**

The Proposal shall be submitted in two parts –

- Part A : Technical proposal
- Part B : Financial proposal

**7.5.1.** The applying consultant may submit both the technical and financial proposal.

**7.5.2.** The Proposal shall be typed or written in indelible ink and shall be signed by the consultant or a person or persons duly authorized.

**7.5.3.** Any interlineations, erasures or overwriting shall be valid only if the person or persons signing the Proposal authenticate the same by initial.

## **7.6. SUBMISSION OF RFP: Packing, Sealing and Marking**

**7.6.1.** The Technical Proposal (Part A) and Financial Proposal (Part B) must be inserted in separate sealed envelopes, along with consultants name and address in the left hand corner of the envelope and super scribed in the following manner.

- **Part-A** - Technical Proposal for "Operating State Level Technical Cell and City Level Technical Cell under PMAY: HFA (Urban) in Sikkim"
- **Part-B** - Financial Proposal for "Operating State Level Technical Cell and City Level Technical Cell under PMAY: HFA (Urban) in Sikkim"

**7.6.2.** 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 "Operating State Level Technical Cell and City Level Technical Cell under PMAY: HFA (Urban) in Sikkim". The consultants name & address shall be mentioned in the left hand corner of the outer envelope.

**7.6.3.** The inner and outer envelopes shall be addressed to the UD&HD, Gangtok at the following address:

**To,  
The Secretary,  
Urban Development & Housing Department,  
Near State Bank of Sikkim (HQ),  
Gangtok-737101, Sikkim.**

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

**7.6.4.** Documents to accompany the RFP:

### ***PART – A (Technical Proposal)***

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

- Non-refundable RFP document (downloaded from [www.sikkimudhd.org/](http://www.sikkimudhd.org/) [www.hfasikkim.org](http://www.hfasikkim.org) ) cost of ` 10000/- (rupees ten thousand only) in the form of Demand Draft from any scheduled commercial bank drawn in favour of State Nodal Officer, PMAY:HFA(urban), UD&HD payable at Gangtok.
- Refundable Proposal Security amount of ` 1,18,000/- (rupees one lakh eighteen thousand only) in the form of Demand Draft from any scheduled commercial bank drawn in favour of Secretary, Urban development & Housing Department, Government of Sikkim payable at Gangtok.
- Photocopy of the PAN card.
- Filled in Technical Proposal (Form A)
- Filled in consultant profile (Form B)
- Previous experience of the firm in successfully executing 3 similar types of assignments since its incorporation (Form C)
- Detailed Curriculum Vitae (CV) of the proposed professionals for the SLTC

***PART- B (Financial Proposal)***

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

The Financial Proposal of only that firms/agency fulfilling the eligibility criteria and the technical requirements of the RFP (as will be decided by the Evaluation Committee as approved by the Government) shall be opened.

**7.7. NUMBER OF PROPOSALS**

Consultant may only submit one proposal. If a Consultant (including a partner in a Joint Venture) submits or participates in more than one proposal, such proposals shall be disqualified. This does not prohibit the inclusion of a Sub-Consultant, including individual experts, in more than one proposal.

**7.8. 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.

**7.9. COST OF PROPOSAL**

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

**7.10. RIGHT TO REJECT ANY OR ALL PROPOSALS**

Notwithstanding anything contained in this RFP, the UD&HD 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.

**7.11. LANGUAGE**

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

**7.12. PROPOSAL DUE DATE**

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

**7.13. LATE SUBMISSION**

Proposal received after the deadline for submission prescribed by UD&HD will be rejected.

**7.14. MODIFICATION AND WITHDRAWAL OF PROPOSAL**

No modifications to the RFP or withdrawal shall be allowed once the Proposal is received by the UD&HD.

**7.15. CLARIFICATION OF RFP DOCUMENTS**

Consultant may request clarification of any of the RFP documents up to a specified number of days before the submission date as indicated in the Data Sheet. Any request for clarification must be sent in writing, including by standard electronic means, to the Client whose address is provided in the Data Sheet. The Client will respond by standard electronic means within the period specified in the Data Sheet, and will send written copies of the response (including an explanation of the query, without identifying the source of inquiry) to all Consultant who have formally indicated that they intend to submit a Proposal. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure set out under Clause 4.16

**7.16. AMENDMENT OF RFP**

- i. At any time before the submission of Proposals, the Client may amend the RFP documents by issuing an addendum in writing, including by standard electronic means.
- ii. Any addendum will be sent to all Consultants and will be binding on them. Consultant shall acknowledge receipt of all amendments in writing, including by standard electronic means, in order to remain eligible.
- iii. To give Consultant reasonable time in which to take an addendum into account in preparing their Proposals, the Client may, at its discretion, extend the deadline for the submission of the Proposals



### 7.17. PROPOSAL OPENING

UD&HD will open all Proposals, in the presence of the authorized representatives of the consultant who choose to attend, at the date and time mentioned and in the following location:

**Office of the Special Secretary,  
Urban Development & Housing Department,  
Government of Sikkim, Gangtok**

The consultant representatives who are present shall sign on the attendance sheet evidencing their attendance. In the event of the specified date being declared a holiday for UD&HD, the Proposal shall be opened at the appointed time and location on the next working day.

### 7.18. JURISDICTION

All disputes arising shall be subject to the jurisdiction of the appropriate court at Gangtok, Sikkim, India and will be governed by the laws of India.

## 8. CRITERIA FOR EVALUATION

### 8.1. EVALUATION OF TECHNICAL PROPOSALS

Technical proposals will be evaluated by the Evaluation Committee based on appropriate marking system. The categories for marking and their respective weight-age are as under:

Si.No.	Criteria	Weightage
<b>I</b>	<b>Past Experience of the Agency</b>	<b>20</b>
1	Number of years in existence: 5 years or more	05
2	Past experience in providing consultancy services for work of similar nature like operation of SLTC/PMU for centrally sponsored schemes (certificates to be provided)	05
3	Operating SLTC/PMU under centrally sponsored scheme at present (work order may be provided)	05
4	Similar work experience in Sikkim	05
<b>II</b>	<b>Experience and Qualification of the Experts to be associated with this project</b>	<b>50</b>
	Urban Planner	10
	Housing Finance and Policy Specialist	10
	Social Development & Capacity Building Expert	10
	MIS Specialist Civil	10
	Civil Engineer	10
<b>III</b>	<b>Financial Performance of the Agency for the past three years</b>	<b>05</b>
	Average business of > Rs.1crore in the last three years (audited statement for the past 3 years)	
	<b>TOTAL</b>	<b>75</b>

A copy of the power point presentation (25 slides max) of the technical proposal may also be submitted in a CD along with the proposal.

**8.2. SHORTLISTING FOR SELECTION**

Only those consultant whose Technical Proposals score 40 weightage points or more out of 75 shall qualify for further consideration, and shall be short-listed for opening of Financial Proposal. The date and time for opening of the Financial Proposal will be notified to the shortlisted agencies.

**8.3. EVALUATION OF FINANCIAL PROPOSAL**

The weightage for the Financial Proposal has been assigned as 25. The lowest Financial Proposal would be considered as reference for assigning the weightage values.

**8.4. SELECTION**

The consultant with the highest points after adding the points obtained from the technical and financial proposals will be proposed for selection.

**8.5. LETTER OF ACCEPTANCE**

After selection, a Letter of Acceptance (LoA) shall be issued, in duplicate, by the UD&HD to the selected consultant and the selected firm/agency, within 7 (seven) days of the receipt of the LoA, may sign and return the duplicate copy of the LoA in acknowledgement thereof. In the event the duplicate copy of the LoA duly signed by the selected consultant is not received by the stipulated date, UD&HD may, unless it consent to extension of time for submission thereof, forfeit the Proposal Security of such firm/agency, and the next eligible consultant may be considered.

**8.6. EXECUTION OF AGREEMENT & PERFORMANCE SECURITY**

After acknowledgement of the LoA as aforesaid by the selected consultant, they shall execute the Agreement within the period of 15 days from the date of acceptance of the LoA and submit a Performance Security @ 3 times the approved monthly consultancy charges for the SLTC valid for a period of 18 months in favour of UD&HD in the form of Bank Guarantee (Appendix IV)

**8.7. AWARD OF CONSULTANCY**

A Letter of Award will be issued after signing of the Agreement and scrutiny of the BG submitted for performance guarantee

**8.8. COMMENCEMENT OF ASSIGNMENT**

The selected consultant shall commence the services within 14 days from the date of issue of the Letter of Award.

**8.9. PROPRIETY DATA**

All documents and other information provided by UD&HD or submitted by the consultant to UD&HD shall remain or become the property of UD&HD. All information collected, analyzed, processed or in whatever manner provided by the consultant to UD&HD in relation to the Consultancy shall be the property of UD&HD.

**9. PRE PROPOSAL MEETING**

Pre-Proposal meeting of the firms/agency shall be convened at the UD&HD, Gangtok on 26<sup>th</sup> December 2016 at 11:30 am. During the course of Pre-Proposal meeting, the consultant will be free to seek clarifications on the content of the RFP.

The UD&HD shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive selection process.

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

(On the consultant's letter head)

Dated:

To

The Secretary,  
Urban Development & Housing Department,  
Government of Sikkim, Gangtok

Sub: Technical Proposal for procurement of services for "Operating State Level Technical Cell and City Level Technical Cell under PMAY: HFA (Urban) in Sikkim"

Dear Sir,

1. With reference to your RFP document dated \*\*\*\*\*, I/we, having examined the RFP Documents and understood their contents, hereby submit our Proposal for the preparation of "Operating State Level Technical Cell and City Level Technical Cell under PMAY: HFA (Urban) in Sikkim".
2. All information provided in the **Proposal** and in the Appendices is true and correct.
3. This statement is made for the express purpose of qualifying as a consultant for undertaking the Project.
4. I shall make available to UD&HD any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I acknowledge the right of UD&HD to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. 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.
7. I declare that:
  - i. I have examined and have no reservations to the Bidding Documents, including any Addendum issued by Client.

- ii. I do not have any conflict of interest in accordance the RFP 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 RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with UD&HD 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 RFP, 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.
8. 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 RFP document.
9. I declare that we have no business relationship with a/ any other firm submitting a Proposal for the Project.
10. 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.
11. 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.
12. 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.
13. I undertake that in case due to any change in facts or circumstances during the Bidding Process, we shall intimate the UD&HD of the same immediately.
14. 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 UD&HD 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.
15. In the event of our being declared as the successful consultant, we agree to enter into an Agreement in accordance with the draft attached in the RFP document.

16. I have studied all the RFP Document carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the UD&HD or in respect of any matter arising out of or concerning or relating to the selection Process including the award of contract.
17. The Consultancy Fee has been quoted by us after taking into consideration all the terms and conditions stated in the RFP, draft Agreement.
18. In accordance with the RFP Document, we offer separate Proposal Security of ` 1,18,000/-/- vide DD no. ----- dated ----- drawn on -----, ----- Branch payable at Gangtok to UD&HD for submission of our Proposal.
19. The RFP Document Purchase Fee of ` 10,000/- in the form of a vide DD no ( ----- dated ----- drawn on -----, ----- Branch, payable at Gangtok) is attached.
20. I agree and understand that the Proposal is subject to the provisions of the RFP Documents. 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.
21. I agree to keep this offer valid for 90 (ninety) days from the Proposal Due Date specified in the RFP.
22. I agree and undertake to abide by all the terms and conditions of the RFP document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP document.

Yours faithfully,

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 FIRM/AGENCY**

1. Name of The Firm:
2. Registered Office:
3. Date Of Incorporation:
4. Memorandum and Articles of association:
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 business of the Firm (in INR) from Consulting Assignments in India during last three Financial Years. (Please attach copy of the Audited Financial Statements)  
FY 2012-13:  
FY 2013-14:  
FY 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****PERFORMANCE STATEMENT OF THE CONSULTANT FOR SIMILAR PROJECTS**

Order placed by (with address)	Order No. & date	Description of the work order	Value of Works

Signature and seal of the Bidder: \_\_\_\_\_

Photocopy of work order and completion certificate are to be attached.

**FORM D****CURRICULUM VITAE (CV) OF INDIVIDUAL EXPERTS TO BE  
POSITIONED IN THE SLTC AND CLTC**

**Name of Firm:**

**Name of Expert:**

**Designation:**

**Date of Birth:**

**Years with Firm/Entity:**

**Nationality:**

**Education:** [Summarize college/university and other specialized education giving their names, dates attended, and degrees obtained]

**Employment Record:** [Starting with present position, list in reverse order every employment held. For experience in last ten years, also give types of activities performed and client references, where appropriate]

**Detailed Task Assigned:** [Give an outline of expert's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations.]

**Languages:** [For English language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]

**Certification**

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

- (i) This CV correctly describes my qualifications and my experience.
- (ii) I am committed to undertake the assignment within the validity of Proposal.

Name & Signature of the Key Personnel

Name & signature of the authorized signatory

Note:-

Personnel are to affix his recent photograph on first page of CV.

Complete address and phone number of the Expert is to be provided.



**FORM E****FINANCIAL PROPOSAL**

(On consultant's letter head)

Dated:

The Secretary,  
Urban Development & Housing Department,  
Government of Sikkim, Gangtok

Sub: Financial Proposal

1. I, the undersigned, offer to provide the services for "Operating State Level Technical Cell and City Level technical Cell under PMAY: HFA (Urban) in Sikkim" in accordance with your RFP. My Financial Proposal is as follows:

## Financial Quotation

..... (Rupees -----)(Amount in words and figure) \* please include a table for breakup of the consultancy charges for each specialist for SLTC and CLTC along with the applicable taxes with a grand total

The above amount is inclusive of all applicable taxes including service tax.

2. 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).
3. 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.
4. 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-A****DRAFT AGREEMENT**

THIS AGREEMENT IS MADE ON this ..... day of ..... 2016, at Gangtok, Sikkim.

**BETWEEN**

The Secretary, Urban Development & Housing Department, Government of Sikkim having its office at Gangtok.(Hereinafter referred to as the "Department" or the "FIRST PARTY") which term shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns, of one part,

**AND**

Name of the firm/agency, a company having its registered address at address of the consultant represented through its authorised representative (hereinafter referred to as the "Consultant" or the "Second Party" which expression shall, unless it be repugnant to the context or meaning thereof, includes its administrators, successors and permitted assignees) of the Other Part

**WHEREAS:**

- A. "Pradhan Mantri Awas Yojana – Housing for All (Urban)" Mission for urban area will be implemented during 2015-2022 and this Mission will provide central assistance to implementing agencies through States and UTs for providing houses to all eligible families/ beneficiaries by 2022. The Urban Development & Housing Department, Government of Sikkim has been designated by the State Government as the Nodal Department of the State to deal with all issues relating to the Mission.
- B. The objective is for procurement of services "Operating State Level Technical Cell and City Level Technical Cell under PMAY: HFA (Urban) in Sikkim" as per the guidelines issued by the Ministry of Housing & Urban Poverty Alleviation.
- C. In order to achieve the above objective, the Department had advertised the "Request for Proposal" for procuring the services of a firm for "Operating State Level Technical Cell and City Level Technical Cell under PMAY: HFA (Urban) in Sikkim".
- D. In response to the Request for Proposal under the above RFP, several proposals were received and after evaluating the same, the Proposal submitted by the Consultant has been accepted and the Letter of Award No. \_\_\_\_\_ dated \_\_\_\_\_ 2016 was issued by the UD&HD;
- E. The Consultant covenants to undertake the Assignment of as set forth in the Terms of Reference (as in *Appendix II*, hereinafter referred to as the "Services") and to perform, fulfil, comply with and observe all and singular provisions, conditions and requirements of this Agreement;

F. In consideration thereof, the Department shall pay the Consultant fee of Rs.-----  
-----/-(Rupees ----- only), hereinafter referred to as the "Fee" as  
in *Appendix III* and shall perform, fulfil, comply with and observe all singular  
provisions, conditions and requirements to the Agreement;

G. The Department hereby appoints the Second Party as the Consultant on the  
conditions laid down in the Agreement and in the following annexure annexed  
hereto, each and every conditions of such appendix form the integral part of the  
Agreement and the Consultant after going through the aforesaid conditions and  
understanding the consequences thereof and being agreed to all details of the  
conditions in this Agreement and the appendix, accepts the appointment

Appendix I	General conditions of contract
Appendix II	Terms of Reference
Appendix III	Applicable fees and charges payable to the consultant

IN WITNESS WHEREOF the PARTIES hereto have duly executed this CONTRACT in  
two originals at the place, and date as follows:

For and on behalf of  
DEPARTMENT

For and on behalf of  
CONSULTANT

Signature

Signature

Name

Name

Designation

Designation

Place

Place

Date

Date

Seal

Seal

Witness

1.

2.

**APPENDIX I****GENERAL CONDITIONS OF CONTRACT****1. ENTIRE AGREEMENT**

This Agreement, including any Exhibits and any Appendices thereto, constitutes an integral part of the entire Agreement between the first party and Consultant. It supersedes all prior or contemporaneous communications, representations or agreements, whether oral or written, relating to the Services set forth in this Agreement. This Agreement may be amended only by a written instrument signed by both parties. The captions in this Agreement are for the convenience in identification of the several provisions and

**2. SEVERABILITY**

If any paragraph, part, term or provision of this Agreement is construed or held to be void, invalid or unenforceable by order, decree or judgment of a court of competent jurisdiction, the remaining paragraphs, parts, terms and provisions of the Agreement shall not be affected thereby but shall remain in full force and effect.

**3. RELATION BETWEEN TWO PARTIES**

Nothing contained herein shall be construed as establishing a relation of employer and employee, principal and agent, partners, or joint ventures between SLNA and Consultant, or City Authority's and Consultant's officers, directors, partners, managers, employee or agents. The Consultant, subject to this Agreement, has complete charge of personnel performing the Services and shall be fully responsible for the Services performed by it or on its behalf hereunder. The Agreement shall commence on the date it is executed by the Parties.

**4. DURATION OF CONTRACT**

The duration of this Contract shall be one year from the signing of the Agreement and also date of deployment of the Consultant's personnel at the designated office by the SLNA, whichever is later. The term may be extended for another year depending upon the performance of the consultant and funding received from the MoHUPA.

**5. MODE OF PAYMENT**

The Consultancy Fee shall be paid quarterly on the invoice raised by the Consultant at the beginning of each quarter.

In case of unsatisfactory performance or inordinate delay of work in a particular month by the consultant, SLNA/ City Authority reserves the right to impound a portion of monthly consultancy fee, not exceeding 10% of the monthly fees.

The fees shall be paid subject to deployment of the five key personnel at SLTC and 2 personnel at the CLTC and their regular attendance (excluding public holidays declared by Govt. of India).

The fees shall be inclusive of the Remuneration expenses of all the experts as detailed in Appendix III and other contingency expenses. It shall be inclusive of applicable service tax and, out of pocket expenses which may be incurred by the

Consultant towards travel within the state/city area. Unless otherwise directed in writing, all invoices shall be submitted for payment to the Nodal Officer (RAY), Sikkim.

## **6. PENALTY FOR DEFAULT**

In the event of total default / failure by the Consultant in providing Services, SLNA reserves the right to get the Services executed by any other Consultant at the cost and risk of the Second Party.

## **7. SUBSTITUTION OF KEY PERSONNEL**

The consultant shall not replace / substitute any of the professional staff of the SLTC, before completion of three months from the signing of this Agreement;

SLNA, if required may ask for replacement of any personnel in case of non-satisfactory performance. In such case, concerned personnel shall be replaced within 30 days by the Consultant;

SLNA shall not normally consider any request from the consultant for substitution of Key Personnel of the cell. Substitution will, however, be permitted if the Key Personnel is not available for reasons of any incapacity or due to health or any other extreme exigency, subject to equally or better qualified and experienced personnel being provided to the satisfaction of SLNA;

In case of substitution of key personnel, SLNA reserves the right to examine the new personnel proposed to be provided as replacement.

## **8. TERMINATION OF CONTRACT**

This Agreement shall be effective on the date hereof and shall continue in full force until completion of the Services or terminated earlier.

SLNA shall have right to review the performance of the SLTC/CLTC and, if it is not desirous of continuation of the Services of the SLTC/CLTC on ground of unsatisfactory performance or breach of any term or condition of the contract, it may terminate the Agreement by giving notice of 30 days and providing reasonable opportunity to the Consultant to be heard, in case prayed for; within the notice period.

The Consultant may terminate the Agreement by giving the termination notice of 3 (three) months in advance;

The communication of termination of this Agreement shall be by means of written notice ("Termination Notice").

## **9. OBLIGATION OF THE CONSULTANT**

The Consultant shall:

- i. Deploy member of the SLTC and CLTC personnel within 15 days of signing of Agreement;
- ii. Provide the Services as set out in Appendix II;
- iii. Exercise the degree of skill, care and diligence normally exercised by members of the profession performing services of a similar nature;

- iv. Be bound to comply with any written direction of SLNA to reasonably vary the Scope, Sequence of timing of the Services

## **10. INDEMNIFICATION**

Consultant shall indemnify, defend and hold SLNA/ City Authority harmless from any and all claims demands causes of actions, losses, damages, fines, penalties, liabilities, costs and expenses, including reasonable attorney's fees and court costs, sustained or incurred by or asserted against SLNA/ City Authority by reason of or arising out of Consultant's, gross negligence or wilful misconduct with respect to Consultant's duties and activities within the scope of this Agreement.

## **11. CONFIDENTIALITY**

The Consultant shall treat the details of the output of the Assignment and the Services as confidential and for the Consultant's own information only and shall not publish or disclose the details of the output, deliverables / milestones submitted to SLNA/ City Authority or the Services in any professional or technical journal or paper or elsewhere in any manner whatsoever without the previous written consent of SLNA/ City Authority.

## **12. GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by the laws of the Union of India. The Courts of Gangtok shall have jurisdiction over all matters arising out of or relating to this Agreement.

## **13. DISPUTE RESOLUTION**

### **Amicable resolution**

Any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement (the "Dispute") shall in the first instance be attempted to be resolved amicably through conciliation between the Parties.

### **Arbitration Procedure**

Any Dispute which is not resolved amicably within 30 days from the date of last written communication from either Party shall be referred to the Commissioner-cum-Secretary who himself shall act as the sole arbitrator in accordance with the provisions of the Arbitration and Conciliation Act, 1996 ("Arbitration Act"). For all purposes, the principal Civil Court, Gangtok, shall have jurisdiction only in exclusion to any other jurisdiction specified under any other Act.

### **Place of Arbitration**

The place of Arbitration shall be at Gangtok only.

### **English language**

The request for Arbitration, the answer to the request, the terms of reference, any written submissions, any orders and awards shall be in the English language and, if oral hearings take place, the English language shall be used in all such hearings

### **Notices**

Unless otherwise stated, notices to be given under this Agreement including, breach of any term of this Agreement and the termination of this Agreement, shall be in writing and shall be given by hand delivery, recognised courier, speed post, registered post, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses mentioned hereinabove.

**APPENDIX II****TERMS OF REFERENCE**

The Consultant shall be responsible for providing manpower as required for formation of the SLTC at Gangtok and act as an extended arm of SLNA for providing wholesome support for implementing the PMAY: HFA (U) and AMRUT scheme.

The broad based scope of work by the Consultant for SLTC at Gangtok and CLTC at Jorethang shall be:

1. Coordination and providing requisite support to the SLNA for successful implementation of PMAY:HFA(U) & DAY-NULM
2. Preparation of Inventory of existing Spatial Data
3. Identification & Demarcation of Slum areas & Vacant Lands on Base Map
4. Delineation of Slum Areas and Mapping Slum Infrastructure with Total Station Survey
5. Providing support to conduct Household Socio-economic & Bio-metric Surveys to be carried out by third party survey agency
6. Ensuring accurate and time bound data entry through third party vendors and reporting in the appropriate software developed by Ministry of Housing and Urban Poverty Alleviation
7. Mapping Land-ownership/Tenure Status
8. Categorization of Slums - Evaluating Options available to Slum Communities for Redevelopment
9. Reconfiguration of Slums - Choice Slum Redevelopment Model
10. Formulation of Housing for All Plan of Action
11. Review/ Modification to Master Plan/ CDP
12. Preparation of Capacity Building Plan and its execution
13. Preparation of DPR under PMAY:HFA(U)
14. MIS entry for PMAY-HFA(u) & DAY-NULM

The mission guidelines along with other subsequent amendments / notifications / instructions, pertaining to implementation of PMAY:HFA (U) & DAY-NULM Scheme, issued from time to time by GoI & GoS, shall also form the part of the scope of services of SLTC/CLTC and forms an inseparable part of this Agreement.

**APPENDIX III****APPLICABLE FEES AND CHARGES PAYABLE TO THE CONSULTANT****1. FEES**

SLNA shall pay the Consultant a fee of INR -----/- (Indian Rupees - ----- only), inclusive of all applicable TDS and other taxes (i.e. service tax, educational cess etc), per month from the date of deployment of the Consultant's personnel at the SLTC.

**2. FEES**

Other Charges, as laid out in Appendix I, Clause 5 including all sub-clauses there-under, as and when necessary, shall be payable by SLNA to the Consultant.



**APPENDIX-IV****BANK GUARANTEE FOR PERFORMANCE SECURITY**

B.G. No.      Dated:

1. In consideration of you, ....., having its office at ....., (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of.....(a company registered under the Companies Act, 1956) and having its registered office at.....(and acting on behalf of its Consortium) (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the .....**(Name of the Project)**, (hereinafter referred to as "the Project") pursuant to the RFP Document dated.....issued in respect of the Project and other related documents including without limitation the draft concession agreement (hereinafter collectively referred to as "Bidding Documents"), we (Name of the Bank) having our registered office at ..... and one of its branches at.....(hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. .... (Rupees ..... only) (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents.

2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.

3. We the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs..... (Rupees .....only).

4. This Guarantee shall be irrevocable and remain in full force for a period of 18 months days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents including, *inter alia*, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to name of Bank along with branch address and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.

10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.

11. We the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.

12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to 5% of the project cost. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank (indicate date falling 18 months days after the Bid Due Date).

Signed and Delivered by Bank

By the hand of Mr./Ms..... its..... and authorised official.

(Signature of the Authorised Signatory)