

## **Section 2: Instructions to Consultants**

## Part I

### 1. Standard Definitions

- (a) “Employer” means the Agency who has invited the bids for consultancy services and/ or with which the selected Consultant signs the Contract for the Services and to which the selected consultant shall provide services as per the terms and conditions and TOR of the contract.
- (b) “Consultant” means any entity or person or associations of person who have been requested to submit their proposals that may provide or provides the Services to the Employer under the Contract.
- (c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is the General Conditions (GC), the project Specific Conditions (SC), and the Appendices.
- (d) “Project specific information” means such part of the Instructions to Consultants used to reflect specific project and assignment conditions.
- (e) “Day” means calendar day.
- (f) “Government” means the government of India /State/Local Government.
- (g) “Instructions to Consultants” (Section 2 of the RFP) means the document which provides Consultants with all information needed to prepare their proposals.
- (h) “LOI” (Section 1 of the RFP) means the Letter of Invitation being sent by the Employer to the consultants.
- (i) “Personnel” means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country; “Domestic Personnel” means such professionals and support staff who at the time of being so provided had their domicile in India.
- (j) “Proposal” means the Technical Proposal and the Financial Proposal.
- (k) “RFP” means the Request for Proposal prepared by the Employer for the selection of Consultants, based on the SRFP.
- (l) “SRFP” means the Standard Request for Proposals, which must be used by the Employer as a guide for the preparation of the RFP.
- (n) “Assignment / job” means the work to be performed by the Consultant pursuant to the Contract.
- (o) “Sub-Consultant” means any person or entity with which the Consultant subcontracts any part of the Assignment/job.
- (p) “Terms of Reference” (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the Consultant, and expected results and deliverables of the Assignment/job.

## 1. Introduction

- a) The Employer named in the Part II Data Sheet will select a consulting firm/organization (the Consultant) meeting basic eligibility criteria as mentioned in Part II Data Sheet and in accordance with the method of selection specified in the Part II Data Sheet.
- b) The name of the assignment/Job has been mentioned in Part II Data Sheet. Detailed scope of the assignment/ job has been described in the Terms of Reference in Section 5.
- c) The date, time and address for submission of the proposals has been given in Part II Data Sheet.
- d) The Consultants are invited to submit their Proposal, for consulting Assignment / job named in the Part II Date Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- e) Consultants should familiarize themselves with Local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment/job and Local conditions, Consultants are encouraged to meet the Employer's representative named in part II Data Sheet before submitting a proposal and to attend a **pre-proposal meeting** if one is specified in the Part II Data Sheet. Attending the pre-proposal meeting is optional. Consultants should contact the Employer's representative to arrange for their visit or to obtain additional information on the pre-proposal meeting. Consultants should ensure that these representatives are advised of the visit in adequate time to allow them to make appropriate arrangements.
- f) The Employer will provide at no cost to the Consultants the inputs and facilities specified in the Part II Data Sheet, assist the consultants in obtaining licenses and permits needed to carry out the Assignment/job, and make available relevant project data and reports.
- g) Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Employer is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

## 2. Eligibility of Association of consultants and Sub-Consultants

- a) If the consultant has formed an association of consultants, each member of the association of consultant shall be evaluated as per the qualification/ eligibility criteria set forth in Part II data Sheet. The combined score of the each member of the association of consultant shall be taken into account for evaluation purpose. If any member of the association of consultants is dropped at the RFP stage, such an association of consultant is liable to be rejected by the Employer. However, the Employer, at its sole discretion, may decide to evaluate for short-listing such association of consultant without considering the strength of the dropped member and if found eligible, may allow such association of consultant to submit their proposal.
- b) A consultant may associate with consultants and /or individual expert at the time of submission of proposal with. Under such circumstances each member of the association of consultant shall be evaluated as per the qualification/ eligibility criteria set forth in Part II

data Sheet. The combined score of the each member of the association of consultant shall be taken into account for evaluation purpose. However, the Employer shall deal with only the lead member for the purpose of this assignment. Although the contract shall be signed by all the members of the associations of the consultants, the lead member of the association of the consultant shall be responsible and liable to the Employer for every aspects of their proposal, contract etc.

### **3. Clarification and Amendment of RFP Documents**

- a) Consultants may request a clarification on any clause of the RFP documents up to the number of days indicated in the Part II Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Employer's address indicated in the Part II Data Sheet. The Employer will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Employer deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 4.2 Below.
- b) At any time before the submission of Proposals, the Employer may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Employer may, if the amendment is substantial, extend the deadline for the submission of Proposals.

### **4. Conflict of Interest**

- a) Employer requires that Consultants provide professional, objective, and impartial advice and at all times hold the Employer's interests paramount, strictly avoid conflicts with other Assignment/jobs or their own corporate interests and act without any consideration for future work.
- b) Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

### **5. Conflicting activities:**

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

**6. Conflicting Assignment/job; (**

A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any Assignment/job that, by its nature, may be in conflict with another Assignment/job of the Consultant to be executed for the same or for another Employer. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting an Employer in the privatization of public assets shall not purchase, nor advice purchasers of, such assets. **Similarly, a Consultant hired to prepare Terms of Reference for an Assignment/job shall not be hired for the Assignment/job in question.**

**7. Conflicting relationships**

- a) A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Employer's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the Assignment/job, (ii) the selection process for such Assignment/job, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the Contract.
- b) Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the Standard forms of technical proposal provided herewith. If the consultant fails to disclose said situations and if the Employer comes to know about any such situation at any time, it may lead to the disqualification of the Consultant during bidding process or the termination of its Contract during execution of assignment.
- c) No agency or current employees of the Employer shall work as Consultants under their own ministries, departments or agencies.

**8. Unfair Advantage**

If a Consultant could derive a competitive advantage from having provided consulting Assignment/job related to the Assignment/job in question and which is not defined as conflict of interest as per para: 5 above, the Employer shall make available together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

**9. Proposal**

Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to more than one proposal.

**10. Proposal Validity**

The Part II Data Sheet to consultant indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal and also the financial proposal unchanged. The Employer will make its best effort to complete negotiations within this period. Should the need arise; however, the Employer may request Consultants to extend the validity period of

their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal and their financial proposal remain unchanged, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals, under such circumstance the Employer shall not consider such proposal for further evaluation.

#### 11. Preparation of Proposals

- a) The Proposal as well as all related correspondence exchanged by the Consultants and the Employer shall be written in English language, unless specified otherwise.
- b) In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- c) While preparing the Technical Proposal, Consultants must give particular attention to the following:
- d) If a Consultant considers that it may enhance its expertise for the Assignment/job by associating with other Consultants in sub-consultancy, it may associate with other Consultant.
- e) The estimated number of Professional staff-months for the Assignment/job is as shown in the Part II Data sheet. However, the Proposal shall be based on the number of Professional staff-months or budget estimated by the Consultants. While making the proposal, the consultant must ensure that he proposes the minimum number and type of experts as sought by the Employer, failing which the proposal shall be considered as non-responsive.
- f) Alternative professional staff shall not be proposed, and only one curriculum vita (CV) may be submitted for each position mentioned.
- g) Depending on the nature of the Assignment/job, Consultants are required to submit a Technical Proposal (TP) in forms provided in Section-III. The Part II Data sheet in Section-II indicates the formats of the Technical Proposal to be submitted. **Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive.** The Technical Proposal shall provide the information indicated in the following paragraphs from (a) to (g) using the attached Standard Forms (Section 3). Form Tech – I in Section-III is a sample letter of technical proposal which is to be submitted along with the technical proposal.
- h) A brief description of the consultant's organization and in the case of a consortium/ joint venture, of each partner, will be provided in Form Tech-2. In the same Form, the consultant and in the case of a consortium/ joint venture, each partner will provide details of experience of assignments which are similar to the proposed assignment/ job as per the terms of reference. For each Assignment/job, the outline should indicate the names of Sub-Consultants/ Professional staff who participated, duration of the Assignment/job, contract amount, and Consultant's involvement. Information should be provided only for those Assignment/jobs for which the Consultant was legally contracted by the Employer as a

corporation or as one of the major firms within a joint venture. Assignment/jobs completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience alongwith the proposal and must submit letter of award / copy of contract for all the assignments mentioned in the proposal.

- i) Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the Assignment/job; and on requirements for counterpart staff and facilities including: administrative support, office space, Domestic transportation, equipment, data, etc. to be provided by the Employer (Form TECH-3 of Section 3).
- j) A description of the approach, methodology and work plan for performing the Assignment/job covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.
- k) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member and their tasks is to be provided in Form TECH-5 of Section 3.
- l) Estimates of the staff input needed to carry out the Assignment/job needs to be given in Form TECH-7 of Section 3. The staff-months input should be indicated separately for each location where the Consultants have to work and / or provide their key staff.
- m) CVs of the Professional staff as mentioned in para: 9.4 (d) above signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 3).
- n) A detailed description of the proposed methodology and staffing for training needs to be given, if the Part II Data sheet specifies training as a specific component of the Assignment/job.
- o) The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.

## 12. Financial Proposals:

The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the Assignment/job, including

- a) remuneration for staff and
- b) reimbursable expenses indicated in the Part II Data sheet. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign (if applicable) and

domestic expenditures. The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

**13. Taxes**

The Consultant shall fully familiarize themselves about the applicable to Domestic taxes (such as: value added or sales tax, service tax or income taxes, duties, fees, levies) on amounts payable by the Employer under the Contract. All such taxes must be included by the consultant in the financial proposal.

**14. Currency**

Consultants shall express the price of their Assignment/job in India Rupees.[In case of assignment where payments in foreign currency are allowed to be made, the consultants are free to make their quote in any foreign currency. The employer shall mention the provision regarding conversion of such foreign currency to Indian Rupees]

**15. Earnest Money Deposit (EMD) and Bid processing Fees**

a) Earnest Money Deposit

- I. An EMD of amount as mentioned in data sheet, in the form of DD drawn in favour of the Employer (mention name of employer,) and payable at city as mentioned in data sheet, must be submitted along with the Proposal.
- II. Proposals not accompanied by EMD shall be rejected as non-responsive.
- III. No interest shall be payable by the Employer for the sum deposited as earnest money deposit.
- IV. EMD shall be acceptable in the form of Bank Guarantee (BG) also.
- V. The EMD of the unsuccessful bidders would be returned back within one month of signing of the contract.

b) The EMD shall be forfeited by the Employer in the following events:

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

**16. Bid Processing Fees**

All consultants are required to pay as mentioned in data sheet towards Bid Processing Fees in the form of demand Draft drawn in favour of Employer (as indicated in Data Sheet) and payable at Gangtok, Sikkim. The Bid Processing Fee is Non-Refundable. Non submission of Bid Processing fee along with the Technical Proposal will be treated as non-responsive bid.

**17. Submission, Receipt, and Opening of Proposal**

The original proposal, both technical and Financial Proposals shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.



- a) An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL".
- b) The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the name of the Assignment/job. The envelopes containing the Technical Proposals, Financial Proposals, EMD and bid processing fees shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number be clearly marked "DO NOT OPEN, BEFORE [insert the time and date of the opening indicated in the Data sheet]". The Employer shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection.
- c) **If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.**
- d) The Proposals must be sent to the address/addresses indicated in the Data sheet and received by the Employer no later than the time and the date indicated in the Data sheet, or any extension to this date in accordance with para 4.2 above. Any proposal received by the Employer after the deadline for submission shall be returned unopened.

## 18. Proposal Evaluation

- a) From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Employer on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Employer in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.
- b) The employer has constituted a Consultant Selection Committee (CSC) which will carry out the entire evaluation process.

### 15.2 Evaluation of Technical Proposals:

- a) CSC while evaluating the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the competent authority accepts the recommendation.
- b) The CSC shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria, sub-criteria specified in the Data sheet. In the first stage of evaluation, a Proposal shall be rejected if it is found deficient as per the requirement indicated in the Data sheet for responsiveness of the proposal. Only responsive proposals shall be further taken up for evaluation. Evaluation of the technical proposal will start first and at this stage the financial bid (proposal) will remain **unopened**. The qualification of the consultant and the evaluation criteria for the technical proposal shall be as defined in the Data sheet.

**16. Public opening & evaluation of the Financial Proposals:**

- a) Financial proposals of only those firms who are technically qualified shall be opened publicly on the date & time specified the Data sheet, in the presence of the Consultants' representatives who choose to attend. The name of the Consultants, their technical score (if required) and their financial proposal shall be read aloud.
- b) The CSC will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures, the former will prevail. In addition to the above corrections the items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, (i) if the Time-Based form of contract has been included in the RFP, the Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost, (ii) if the Lump-Sum form of contract has been included in the RFP, no corrections are applied to the Financial Proposal in this respect. **If permitted under RFP to quote in any currency other than Indian Rupees, prices shall be converted to Indian Rupees using the selling rates of exchange, source and reference date indicated in the Data sheet.** Normally, the date will be the date of opening of the tender unless specified otherwise in the Data sheet.
- c) After opening of financial proposals, appropriate selection method shall be applied to determine the consultant who will be declared winner and be eligible for award of the contract. The methods of selections are described in the Data Sheet [The employer shall mention here which method out of all listed method shall be applied for selection of consultant for this assignment / job]. This selected consultant will then be invited for negotiations, if considered necessary.

**17. Negotiations**

- a) Negotiations will be held at the date, time and address intimated to the qualified and selected bidder. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.
- b) Technical negotiations: Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Employer and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Assignment/job". Special attention will be paid to clearly defining the inputs and facilities required from the Employer to ensure satisfactory implementation of the Assignment/job. The Employer shall prepare minutes of negotiations which will be signed by the Employer and the Consultant.

- c) Financial negotiations: After the technical negotiations are over, financial negotiations should be carried out in order to reflect any change in financials due to change in scope of work or due to clarification on any aspect of the technical proposal during the technical negotiations. Under no circumstance, the financial negotiation shall result in to increase in the price originally quoted by the consultant. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates. For other methods, Consultants will provide the Employer with the information on remuneration rates described in the Appendix attached to Section 4 - Financial Proposal - Standard Forms of this RFP.
- d) Availability of Professional staff/experts: Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Employer expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Employer will require assurances that the Professional staff will be actually available. The Employer will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity or if the professional staff has left the organisation. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.
- e) Conclusion of the negotiations: Negotiations will conclude with a review of the draft Contract. To complete negotiations the Employer and the Consultant will initial the agreed Contract. If negotiations fail, the employer will reject all the proposals received and invite fresh proposals.

## **18. Award of Contract**

- a) After completing negotiations the Employer shall issue a Letter of Intent to the selected Consultant and promptly notify all other Consultants who have submitted proposals about the decision taken.
- b) The consultants will sign the contract after fulfilling all the formalities/pre-conditions including Performance Guarantee as mentioned in the standard form of contract in Section-6, within 15 days of issuance of the letter of intent.
- c) The Consultant is expected to commence the Assignment/job on the date and at the location specified in the Part II Data Sheet.

**18. Confidentiality**

- a) Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Employer's antifraud and corruption policy.
- b) The employer reserves the right to verify all statements, information and documents submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the Employer to undertake such verification shall not relieve the Applicant of its obligation or liabilities here under nor will it affect any rights of the Employer here under.
- c) The selection process shall be governed by and construed in accordance with the laws of India and Courts at Gangtok, East-Sikkim shall have exclusive jurisdiction and all disputes arising under pursuant to and/or in connection with the Selection Process.

## INSTRUCTIONS TO CONSULTANT

## Part-II

## DATA SHEET

<u>Clause No. of Data Sheet</u>	<u>Ref of ITC</u>	<u>Particulars</u>	
1.	2.1	Name of the Employer:	Gangtok Smart City Limited (GSCDL) represented by CEO
	2.1	Basic Eligibility criteria	<p>a) The Bidder/s shall be a private company, firm incorporated in India under the (Indian) Companies Act 1956/2013 or a company/LLP incorporated under equivalent law abroad. The Bidder/s shall be required to submit a true copy of its Incorporation Certificate or equivalent documents (in case of registered abroad)</p> <p>b) The Bidder/s must have a valid service tax registration</p> <p>c) The Bidder/s must have at least one office in India which has been operational for the last three years or more</p> <p>(d) The sole bidder/Lead Bidder/Consortium member should not have been blacklisted / debarred/termination of contract except for reasons of convenience of client by any Government / Government Board / Corporation / Company/ Statutory Body / PSU company/ Non-Government entity.</p> <p>e) The Consultant (in case of single business entity) / Lead Member (in case of Consortium) should have a minimum average annual turnover of Indian Rs. 50 (Fifty) crores during the last three (3) financial years; and the each Consortium partner should have a minimum average annual turnover of Indian Rs. 5 (Five) crores during the last three (3) financial years.</p> <p>f) The Consultant should have Experience in at least 3 (Five) assignments for Project Management Consultants/ Support Units/</p>

			Technical Support or Coordinator Consultants /Project Planning and Design/ Preparation of Detailed Project Reports for urban infrastructure assignments at government levels (Central/ State/ Municipal)
2.	2.2	Name of the Assignment/job is:	Project Management Consultant (PDMC) To Design, Develop, Manage And Implement Smart City Projects Under Smart City Mission (SCM)
3.	2.5	A pre-proposal meeting will be held:	YES (Optional) Venue:-Office of the Secretary cum State Mission Director (SCM) UDHD, Gangtok-737101, East-Sikkim
	14.4	Date & time and address for submission of proposal/ bid:	
		Date	28 /10/2017
		Time	15:30 Hrs
		Address	UDHD Office,Gangtok-737101, Sikkim
5	2.5	The Employer's representative is:	Secy cum State Mission Director (SCM)
		Address:	Urban Dev. & Housing Deptt. GoS
		Telephone:	03595-205087
		Facsimile:	G T Bhutia
		E-mail:	Smartcity-namchi-sik@nic.in
6	2.6	The Employer will provide the following inputs and facilities:	Office Space only or negotiated otherwise
7		The Employer envisages the need for continuity for downstream work:	No
8	8.1	Proposals must remain valid days after the submission date, i.e. until:	120 days
9.	4.1	Clarifications may be requested not later than days before the submission date.	10 days
		The address for requesting clarifications is:	Joint Chief Town Planner cum Nodal officer (Smart Cities Mission-Sikkim), UDHD, Govt. Of Sikkim.
		Facsimile:	+91 8860106506
		E-mail:	<a href="mailto:navin.ra176@nic.in">navin.ra176@nic.in</a>

10.	9.3 (a)		Name of Sub Consultant (if proposed) shall also be mentioned along with technical details
11.	9.3 (b)	The estimated number of Professional staff-months required for the Assignment/job is:	<p><b>A. For Time Based components:</b> Estimated number of Professional staff-months is: 100 person-months The Consultant's Proposal must include the minimum 100 person-months. Professional staff months for Time Based component. For the evaluation and comparison of Proposals only: if a Proposal includes less than the required minimum time-input, the missing time-input (expressed in person-month) will be multiplied by the highest remuneration rate for a Key Expert in the Consultant's Proposal and added to the total remuneration amount. Proposals that quoted higher than the required minimum of time-input will not be adjusted.</p> <p><b>B. For Lump Sum component:</b> Estimated number of Professional staff-months is: 200 person-months.</p>
12	9.4		In addition to technical proposal, Consultants are required to submit financial proposal (as per forms prescribed in Section 4). Submission of the technical and financial proposal in improper form will render the proposal liable to be rejected.
13.	9.4	The formats of the Technical Proposal to be submitted are:	
		Form Tech 1: Letter of Proposal submission	
		Form Tech 2 : Consultant's organization & experience	
		Form Tech 3 : Comments & suggestions on TOR	
		Form Tech 4 : Approach & methodology	Maximum of 20 pages including charts and diagrams
		Form Tech 5 : Team composition	
		Form Tech 6 : Curriculum vitae	
		Form Tech 7 : Staffing Schedule	
		Form Tech 8 : Work Schedule	

		Form Tech 9: Comment / modification suggested on draft contract.	
		Form Tech 10: Information regarding any conflicting activities and declaration thereof.	
14.		Training is a specific component of this Assignment/job	NO
15	10	Taxes	Replace the clause as below: The Financial Proposal shall take into account all expenses but excluding Service tax liabilities. Only Service tax as applicable shall be paid in addition to the financial quote and calculated as per applicable laws at the time of payment. All payments to consultants shall be subject to deduction of taxes at source as per Applicable Laws.
16.	11.1	Consultant to state the cost in	Indian Rupees
17	12.1	Earnest Money Deposit	12.1(l) ₹10.00 lakhs (Indian Rupees Ten Lakh only) in the form of Demand Draft/Banker's cheque/BG in favour of the Secretary, UDHD, Govt. of payable at Gangtok, Sikkim
18.	13.	Bid Processing Fees	₹ 25000/- (Rupees Twenty Five Thousand only) in the form of Demand Draft/Banker's cheque in favour of the CEO, Gangtok Smart City Limited (GSCDL) payable at Gangtok.
19.	14.3	Consultant must submit the original and <b>1 (One)</b> copy of the Technical Proposal, and the original of the Financial Proposal.	
20.	15.4	Evaluation Criteria : Criteria, sub-criteria, for evaluation of Technical Proposals have been prescribed:	Detailed evaluation as mentioned below this Table of Data Sheet.
21.	15.7	Method of Selection	Quality (80%) cum Cost (20%) Based Selection <b>QCBS - 80:20</b> <b>The technical quality of the proposal will be given weight of 80%, the method of evaluation of technical</b>



			<p>qualification will follow the procedure given in para 15 above. The price bids of only those consultants who qualify technically (<b>Minimum Qualifying Marks: 65%</b>) will be opened. The proposal with the lowest cost may be given a financial score of 100 and the other proposal given financial score that are inversely proportionate to their prices. <b>The financial proposal shall be allocated weight of 20%</b>. For working out the combined score, the employer will use the following formula:</p> <p>Total points = T (w) x T (s) + F (w) x F(s), where</p> <p><math>F(s) = \{(LEC / EC) * 100\}</math>  T (w) stands for weight of the technical score.  T (s) stands for technical score  F (w) stands for weight of the financial proposal  EC stands for Evaluated Cost of the financial proposal  LEC stands for Lowest Evaluated Cost of the financial proposal.  F(s) stands for Financial score of the financial proposal</p> <p>The proposals will be ranked in terms of total points scored. The proposal with the highest total points (H-1) will be considered for award of contract and will be called for negotiations, if required.</p>
22	16	Negotiation	<p>Add Clause 16.6 as below:  If any key expert gets less than 60 % marks during technical evaluation, then he/she needs to be replaced at the time of negotiation. The other experts whose CVs will not be evaluated but has to be submitted with proposal, should meet the minimum qualification criteria as per the ToR, otherwise such expert also needs to be replaced at the time of negotiation.</p>
23	17.3	Expected date for commencement of consulting Assignment/job Location for performance assignment / job:	<p>of <u>    </u> / <u>    </u> / 2017</p>

			Gangtok Municipal Corporation, East-Sikkim
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**Procedure for Detailed evaluation of technical qualifications  
(With reference to point no. 19 / Clause 15.4 of Data Sheet):**

The detailed technical evaluation of Proposals satisfying minimum eligibility conditions as above shall be done. The Criteria, sub-criteria and point system for detailed evaluation shall be as follows:

i)	<b>Specific experience of the consultant firm relevant to the assignment / job</b>	<b>50 marks</b>
	<b>Sub criteria</b>	
a	Experience as project management unit / project management consultant/Support Units/ Technical Support or Coordinator Consultants/ Design and /or Supervision consultant in <b>Urban mobility</b> related project with value of contract (for consultancy service) of at least Rs100 lakh. (1 mark per project subject to maximum 10 marks)	10 marks
b	Experience as project management unit / project management consultant/ Support Units/ Technical Support or Coordinator Consultants / Design and /or Supervision consultant in <b>Urban infrastructure (water supply/sewerage/SWM/ power supply/ Industrial Township etc)</b> related project with value of contract (for consultancy service) of at least Rs100 lakh. ( 1 mark per project subject to maximum 10 marks)	10 marks
c	Experience of carrying out studies in Urban Sector (City development/ Strategic Plan, Master plans, Perspective Plan of integrated infrastructure projects, City Sanitation Plans, Baseline Assessments, Financial Assessments, City Investment Plan, Vision documents, City Business plans, Non-revenue water study).	NA
d	Experience of PPP transaction advisory projects in sectors such as Urban Infrastructure/ Real estate/ Industrial Infrastructure/ Tourism/ Transport of project value over/ min. INR 50 crore each/ experience of operating a PMU at a State / Central Government Level, E-governance Projects with consultancy fees min. Over 50 crore. ( 1 marks per project subject to maximum 10 marks)/ min 2 projects- 2 marks each/ every additional projects – 1 mark upto max. -5 marks)	10 marks
ii)	<b>Proposed methodology and work plan in response to the terms of reference.</b>	<b>15 marks</b>
	Sub-criteria	
	a) Technical approach & methodology	5 marks
	b) Work plan	5 marks
	c) Organisation & staffing	5 marks
iii)	<b>Key professional staff: Qualification &amp; competency for the assignment / job.</b>	<b>55 marks</b>

Qualifications and competency (CVs) of each of the key professional as per (iii) above will be evaluated separately. The marks for key professionals will be further divided as under:

<b>Sr No</b>	<b>Position</b>	<b>Marks</b>
1	Team Leader cum Urban Management Specialist	15
2	Infrastructure Specialist	10
3	Transportation Planner/ Engineer.	8
4	Urban Finance Expert	8
5	ICT Expert	8
6	PPP specialist	6
	<b>TOTAL</b>	<b>55</b>

For all the above positions following sub-criteria shall be followed:

a)	Educational qualifications	20%
b)	Adequacy for the assignment / job (Experience in carrying out similar assignment/job)	80%

Note:

- If any key experts get less than 60 % marks then he need to be replaced at the time of negotiation.
- Other experts should meet the minimum qualification criteria as per the ToR, otherwise the expert needs to be replaced at the time of negotiation.