

PORT BLAIR MUNICIPAL COUNCIL
**PRADHAN MANTRI AWAS YOJANA:
HOUSING FOR ALL (URBAN)**

REQUEST FOR PROPOSAL

“Consultancy for preparation of Housing for All Plan of Action for Port Blair Municipal Council an urban local body in A & N Islands under PMAY: HFA (Urban)”



PORT BLAIR MUNICIPAL COUNCIL
ANDAMAN & NICOBAR ISLANDS, PORT BLAIR
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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 Andaman & Nicobar Administration, 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 Port Blair Municipal Council 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 Port Blair Municipal Council 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.

Port Blair Municipal Council 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
EWS	Economically Weaker Section
FS	Financial Score
GIS	Geographical Information System
PBMC	Port Blair Municipal Council
GoI	Government of India
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 Mantri Awas Yojana
SFCPoA	Slum Free City Plan of Action
TS	Technical Score
UD&HD	Urban Development & Housing Department
UT	Urban Transport

Tender Notice

Sealed Tenders are invited from bona fide & reputed consultancy firms for providing consulting services for preparation of Housing for All Plan of Action for PBMC, A & N Islands under PMAY: HFA(urban).

The RFP document subject to which the work/ job to be executed may be obtained from the website eproc.andaman.gov.in on payment of Rs. 3000.00 (Rupees Five Hundred only) being the cost of the document to be paid through the e-payment portal in the website eproc.andaman.gov.in . In case of any assistance the bidders may call the help line numbers 080-49352000/ 080-40482114/ +91-9994295433/ 03192-259027/28. The helpline numbers are also available in home page of website “eproc.andaman.gov.in”.

A pre bid meeting will be held in the conference hall of Port Blair Municipal Council, Indira Bhawan, Port Blair 744101 at 4.00 pm on 29th November 2016. Interested bidder may participate in the pre bid meeting.

Each participating tenderer will have to deposit an amount of Rs. 70,000/- (Rupees Seventy thousand only) online through e-payment portal in www.eproc.andaman.gov.in as refundable proposal security. The duration of validity of the proposal security is 180 days and will be refunded after the work is awarded to the successful bidder..

Tenders may be submitted online in www.eproc.andaman.gov.in by 15th December 2016 by 10.00 AM and the technical proposal will be opened on 15th December 2016 at 4.00 PM in the presence of tenders or their representatives if any. The Secretary, Port Blair Municipal Council reserves the right to accept or reject any or all offers without assigning any reasons thereof.

(Yashpal Garg)
Secretary
Port Blair Municipal Council

1. BID DATA SHEET

1	Name of the client	Port Blair Municipal Council, A & N Islands
2	Title of consulting service	“Consultancy for preparation of Housing for All Plan of Action for PBMC, A & N Islands under PMAY: HFA(urban)”
3	Method of Selection	CBS
4	The RFP document can be downloaded from	www.eproc.andaman.gov.in .
5	Period of availability of the RFP document	15 th November 2016 to 14 th December 2016
6	Last date of receipt of proposals	15 th December 2016 by 10.00 AM
7	Mode of submission of proposals	Online in www.eproc.andaman.gov.in .
8	Address for submission of bids	Online in www.eproc.andaman.gov.in
9.	Date and Timing of opening of the pre - qualification proposals	15 th December 2016 at 4.00 pm at office of the Secretary, PBMC
10	Date and Timing of opening of the Financial Proposals	16 th December 2016 at 10.00 am at office of the Secretary, PBMC
11	Non-refundable RFP document charge	Online payment through e-payment portal in www.eproc.andaman.gov.in for Rs. 3000/- (Rupees three thousand) as non-refundable charges for the RFP document.
12	Refundable Proposal Security	Online payment through e-payment portal in www.eproc.andaman.gov.in for Rs. 70,000/- (Rupees seventy thousand only) as refundable proposal security. The duration of validity of the proposal security is 180 days and will be refunded after the work is awarded to the successful bidder.
13	Technical Proposal and Financial Proposal	To be submitted online in www.eproc.andaman.gov.in 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 29 th November 2016 at 04.00 pm in the Conference hall of Port Blair Municipal Council
15	Clarifications on the proposal document	Clarification may be requested not later than 07 (seven) working days before the proposal submission date. All requests for clarifications will be directed to the Secretary, PBMC at ODfreeportblair@gmail.com
16	Validity of the proposals	180 days
17	Letter of Authorization	The consultant is required to include with its proposal written confirmation of authorization to sign on behalf of the Consultant
18	Joint Venture or Consortia	Yes
19	Currency and Budget for proposal	INR (Indian rupees)

General Instructions

1. Please address all queries and correspondence to the Secretary, Port Blair Municipal Council. Email- ODfreeportblair@gmail.com.
2. Please quote Ref. number in all your correspondence.
3. Bidders who wish to participate in this selection process will have to register on <https://www.eproc.andaman.gov.in>.
4. Pre-qualification Bid & Financial Bid: Bidder shall submit the pre-qualification & Financial Bid online through www.eproc.andaman.gov.in.
5. Services offered should be strictly as per specifications mentioned in this Tender Document.
6. Once quoted, the Bidder shall not make any subsequent price changes, whether resulting or arising out of any technical/commercial clarifications sought regarding the bid. Such price changes shall render the bid liable for rejection.
7. The price of one copy of the Tender Documents is Rs. 3000/- which should be paid through e-payment.

Yours faithfully

For and on behalf of
Secretary
Port Blair Municipal Council
Indira Bhawan
Andaman & Nicobar Islands

The terms and conditions of the tenders are prescribed below for adherence by the bidders.

1. Bidders can download the tender document free of cost from the website.
2. Bidders have submit Price bid in Electronic form only on eproc website till the last Date & time for submission.
3. Price bid offers in physical form will not be accepted in any case.
4. E- tender is invited for “Consultancy for preparation of Housing for All Plan of Action for PBMC, A & N Islands under PMAY: HFA(urban)”
5. The bidders have to submit their bids in web site “eproc.andaman.gov.in”.
6. By participating in the bid it will be presumed that the bidders accept the terms and conditions of the tender stipulated hereunder.
7. Instruction for submission of Bid online through eproc.andaman.gov.in
 - a. Bids are required to be submitted on line through the website “eproc.andaman.gov.in”
 - b. Before submission of bids, bidders are advised to go through the help manual available in the home page of website “eproc.andaman.gov.in”
 - c. In case of any assistance the bidders may call the help line numbers 080-49352000/ 080-40482114/ +91-9994295433/ 03192-259027/28. The helpline numbers are also available in home page of website “eproc.andaman.gov.in”.
 - d. Tenderers can view the bids submitted by other competitors immediately after opening the tender through the system.
 - e. The EMD of the unsuccessful bidders will be returned immediately after finalization of bids.

Free vendor training camp will be organized at SOVTECH, DBRAIT Campus, Old Pahargaon, Port Blair Pin-744103

2. TERMS OF REFERENCE

2.1. 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 upto 31.03.2022. Port Blair is the single ULB in Andaman & Nicobar Islands and it is covered under the scheme.

2.2. OBJECTIVE

To undertake a demand survey through suitable means for assessing the actual demand of housing. While validating demand survey, possible temporary migration from rural areas to the city just to take advantage of housing scheme has to be taken into consideration to exclude such migrants from list of beneficiaries. On the basis of demand survey and other available data, Housing for All Plan of Action (HFAPoA) should be prepared. HFAPoA should contain the demand of housing by eligible beneficiaries in the city along with the interventions selected out of four verticals mentioned in para 3 of the guidelines. The information regarding beneficiaries should be collected by States/UTs in suitable formats but must contain the information as in Annexure 4. While preparing HFAPoA, State/UT and Implementing Agencies should also consider the affordable housing stock already available in the city as Census data suggests that large number of houses is vacant. On the basis of HFAPoA, State is required to prepare the Annual Implementation Plans (AIPs) dividing the task upto 2022 in view of the availability of resources and priority. The result of demand survey, draft HFAPoA and draft AIP should be discussed with the local representatives including Ward Councilor, Member of Parliament of that area so that their views are adequately factored in while finalizing the plans and beneficiary list.

2.3. ADMISSIBLE COST OF THE PROJECT

Sl.No	No. of cities	Amount in(` in lakh)
1	Port Blair Municipal Council- 1	Rs. 14.00

The financial proposal may be submitted for the total admissible cost of Rs. 14.00 lakhs inclusive of all applicable taxes along with city wise breakup of the cost as per the table above.

2.4. SCOPE OF WORK

The HFAPoA will have to be prepared as per the methodology chart given in Pg 13 of the PMAY: HFA (urban) Scheme Guidelines as issued by the Ministry of Housing & Urban Poverty Alleviation, Government of India on March 2016 or any additions to the same by the MoHUPA.

TASK 1: Demand Survey for Slum Dwellers

This stage involves listing of all slums and collection of data using Census 2011 data or existing SFCPoA prepared under RAY whichever is later. Then the analysis of slum data to list Tenable and Untenable slums and adoption of strategies for both under the Mission is to be carried out. The data for slum analysis and its horizontals can be adopted from the SFCPoA prepared under RAY or partially redone as per request and direction of the authorities. As for the towns without the SFCPoA, the process of slum analysis and its horizontals have to be carried out including the GIS mapping, slum survey and its integration as done for preparation of SFCPoA under RAY. The task has to be completed in consultation with the ward councilors and then the Nodal Agency.

TASK 2: Demand Survey for other urban poor

This stage involves survey of other urban poor in the city for demand assessment, validation of beneficiary and categorization of intended beneficiary amongst available options of the PMAY: HFA (urban). The beneficiaries have to be mapped using the SECC 2011 data and fresh survey for those not covered under the SECC 2011. At least one ward level consultation in each ward of the ULB along with the councilor has to be carried out. All necessary measures involved conducting a successful survey like information dissemination, focus group discussions, questionnaires, flyers, banners shall be ensured and the same formulated in consultation with the Nodal Agency and the ULB.

TASK 3: Collection of data

This stage involves collection of survey forms, validation of data in consultation with the ULBs, data entry of survey forms/application forms as per the given format of PMAY: HFA (urban) guidelines, final data compilation and collation of the same.

TASK 4: Preparation of Housing for All Plan of Action

This stage involves preparation of HFAPoA based on the demand survey of the slum dwellers and other urban poor, collation, validation and assessment of the data. The HFAPoA should cover all the four vertical of the PMAY: HFA (urban) guidelines and be prepared in consultation with both the primary, secondary and tertiary stakeholders and as per the methodology chart given in Pg 13 of the PMAY: HFA (urban) Scheme Guidelines as issued by the Ministry of Housing & Urban Poverty Alleviation, Government of India on March 2016.

2.5. STUDY DELIVERABLES

1. Inception report: 3 sets in coloured printout for PBMC
2. Interim Report: 3 sets in coloured printout for PBMC
3. First Draft Report: 3 sets in coloured printout for PBMC
4. Second Draft Report: 3 sets in coloured printout for PBMC
5. Final report: 4 sets in coloured printout for PBMC

All the reports are to be submitted in A4 size paper and all the maps in A3 size paper. The maps are required to be part of the reports. Soft copy of the report in each stage is to be submitted along with the hard copies of the report.

2.6. SCHEDULE OF WORK

The schedule of completion of the work will be as per the table below.

Sl.No. Report Submission Dates*

- 1 Date of Signing of Agreement 24th December 2016 (M)
- 2 Inception report with detailed work plan M+ 01 months
- 3 Interim Report M+ 06 months
- 4 First Draft Report M + 09 months
- 5 Second Draft Report M +11 months
- 6 Final Report M +12 months

2.7. PAYMENT METHODOLOGY

The consultant is required to make a presentation on every component and the release of payment is subject to acceptance of the reports by the Nodal Agency and release of funds by the MoHUPA, GoI.

Component Payment Milestone

1. Submission of Inception Report - 10%
2. Submission of Interim Report - 20%
3. Submission of First Draft Report - 20%
4. Submission of Second Draft Report - 25%
5. Submission of Final Report and acceptance by the MoHUPA -25%

2.8. STAKEHOLDERS CONSULTATION

The HFAPoA should be discussed with stakeholders at various stages of study. A workshop/seminar should be organized to coordinate and develop a consensus. In particular stakeholder workshops/seminars should be held at the following stages:

- ☉ Interim Report: primary & secondary stakeholders
- ☉ First Draft Report: primary & secondary & tertiary stakeholders

The primary objective should be to develop a working relationship with both the secondary and the primary stakeholders and to obtain their views on the report.

2.9. INFORMATION OF FIRM AND PROPOSED STAFFING FOR THE PROJECT

The consultant will provide details of relevant experience in carrying out similar work along with a copy of certificates/testimonials. CVs for proposed staff should be included with the Technical Proposal. Staff should have experience in the following disciplines:

- ☉ Housing Planner [M'Plan (Housing)]
- ☉ Housing Finance Expert / PPP expert
- ☉ Social Development Specialist
- ☉ Architect

- ② Civil Engineer
- ② GIS analyst
- ② MIS specialist

2.10. PROPOSED ONSITE STAFFING FOR THE PROJECT

Two numbers of qualified personnel of the consultant is to be deputed on site for the major part of the project. The personnel will be stationed in Port Blair in the office space provided by the client and will report to the Secretary, PBMC for PMAY-HFA (urban). The personnel deputed should preferably be physical planners (M'Plan/B'Plan) or any other qualified personnel dealing with such projects.

3. INSTRUCTION TO THE CONSULTANTS

3.1. INTRODUCTION

3.1.1. 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 a signed Contract with the selected Consultant.

3.1.2. The Consultant shall bear all costs associated with the preparation and submission of its Proposal.

3.1.3. 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.

3.2. CONDITIONS OF ELIGIBILITY

3.2.1. The consultant must read carefully the minimum conditions of eligibility (the "Conditions of Eligibility") provided herein. Proposals of only those consultants who satisfy the Conditions of Eligibility will be considered for evaluation.

3.2.2. A Consultant may be a natural person, private entity, government-owned entity (subject to Clause 2.2.2), 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.

3.2.3. 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.

3.2.4. To be eligible for evaluation of its Proposal, the consultant shall fulfill the following Minimum Eligibility Criteria

- i. The consultant should be registered since 5 years. Incorporation certificate should be furnished.
- ii. The consultant should have a minimum annual business of Rs. 50.00 crore (for similar activities carried out). Audited balance sheet to be furnished along with proposal.

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

3.2.6. 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.

3.2.7. 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.

3.2.8. Consultant shall provide such evidence of their continued eligibility satisfactory to the Client, as the Client shall reasonably request.

3.3. CONFLICT OF INTEREST

In the event of a conflict of interest, the Consultant is required to obtain confirmation of 'no objection' from the Secretary, PBMC 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) conflicting assignments, typically monitoring and evaluation/environmental assessment by the implementation Consultant; (iv) 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 (v) practices prohibited under the anticorruption policy of the Government of India and the A & N Administration.

3.4. PROCEDURE FOR AWARD OF WORK

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

a. Invitation for RFP: PBMC 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 online to PBMC alongwith the details as required in the prescribed manner in www.eproc.andaman.gov.in.

c. Scrutiny by the PBMC: The PBMC 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 10% of the approved 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.

3.5. FORMAT AND SIGNING OF PROPOSAL

The Proposal shall be submitted in two parts –

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

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

3.5.2. The Proposal shall be submitted online in www.eproc.andaman.gov.in.

3.6. SUBMISSION OF RFP:

3.6.1 Both the financial and technical bid should be submitted online in www.eproc.andaman.gov.in.

3.6.2. 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.eproc.andaman.gov.in.) cost of Rs. 3000/- (Rupees three thousand only) through e-payment gateway in www.eproc.andaman.gov.in.
- Refundable Proposal Security amount of Rs. 35,000/- (Rupees thirty five thousand only) through e-payment gateway in www.eproc.andaman.gov.in.
- 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 who will be associated with this work(Form D)

PART- B (Financial Proposal)

- The consultant must submit online Financial Proposal using Form E with proper signature & seal of the firm/agency in www.eproc.andaman.gov.in.. 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 PBMC) shall be opened.

3.7. 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.

3.8. 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.

3.9. 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. PBMC will not be responsible nor in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

3.10. RIGHT TO REJECT ANY OR ALL PROPOSALS

Notwithstanding anything contained in this RFP, the Secretary, PBMC 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.

3.11. 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.

3.12. PROPOSAL DUE DATE

Proposal filled in all respect must be submitted online in www.eproc.andaman.gov.in at the address, time and date specified in the cover page of the RFP document. If the specified date for the submission of RFPs is declared as a holiday for PBMC, the Proposal will be received up to the appointed time on the next working day.

3.13. LATE SUBMISSION

Proposal received after the deadline for submission prescribed by PBMC will be rejected.

3.14. MODIFICATION AND WITHDRAWAL OF PROPOSAL

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

3.15. 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 3.16

3.16. 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

3.17. PROPOSAL OPENING

PBMC 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:

**Port Blair Municipal Council
Indira Bhawan, Mohanpura
Port Blair, A & N Islands**

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

3.18. JURISDICTION

All disputes arising shall be subject to the jurisdiction of the appropriate court at Port Blair, A & N Islands, India and will be governed by the laws of India.

4. CRITERIA FOR EVALUATION

4.1. EVALUATION OF TECHNICAL PROPOSALS

Technical proposal of the entire consultant will be evaluated by the Monitoring cum-Advisory Committee based on appropriate marking system. The categories for marking and their respective weight-age are as under:

Sl.No.	Criteria	
I	Past Experience of the Agency	25
1.	Number of Years in existence: 5years or more	05
2.	Past experience in providing consultancy services for work of similar nature under MoHUPA like preparation of SFCPoA. (works orders/completion certificates to be provided)	
	(i) > 20 towns	10
	(ii) > 10 <=20 towns	05
3.	Assignment on preparation of at least two HFAPoA under PMAY:HFA (urban)	10
	II	Experience and qualification of the Experts to be associated with this project
	Housing Planner [M'Plan (Housing)]	06
	Housing Finance Expert/PPP Expert	05
	Social Development Expert	04
	Architect	03
	Civil Engineer	03
	GIS analyst	02
	MIS specialist	02
III	Proposed onsite staffing (CV to be submitted along with consent letter)	10
IV	Financial Performance of the agency for the past three years	05
	Latest audited statement > Rs. 1 crore	
VI	Approach and Methodology	10
	Total	75

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

4.2. SHORTLISTING FOR SELECTION

Only those consultant whose' Technical Proposals score 75% or above 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.

4.3. EVALUATION OF FINANCIAL PROPOSAL

Selection criteria shall be based Cost based system

4.4. SELECTION

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

4.5. AWARD OF CONSULTANCY

After selection, a Letter of Award (the "LoA") shall be issued, in duplicate, by the PBMC 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, PBMC may, unless it consent to extension of time for submission thereof, forfeit the Proposal Security of such firm/agency.

4.6. PERFORMANCE SECURITY

Upon receipt of Letter of Award (LOA) from the Port Blair Municipal Council, the selected Applicant shall submit Performance Security @ 10% of the amount which has been accepted as the consultancy charges in favour of Secretary, Port Blair Municipal Council in the form of Bank Guarantee. (Appendix IV)

4.7. EXECUTION OF AGREEMENT

After acknowledgement of the LoA as aforesaid by the selected firm/agency, it shall execute the Agreement within the period of 15 days from the date of acceptance of the LoA.

4.8. COMMENCEMENT OF ASSIGNMENT

The selected consultant shall commence the services within 14 days from the date of signing of the Agreement.

4.9. PROPRIETY DATA

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

5. PRE PROPOSAL MEETING

Pre-Proposal meeting of the firms/agency shall be convened at the PBMC on 15th December 2016 at 04:30 pm. During the course of Pre-Proposal meeting, the consultant will be free to seek clarifications and make suggestions for consideration of PBMC. The PBMC 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.

TECHNICAL PROPOSAL
(On the consultant's letter head)

Dated:

To
The Secretary,
Port Blair Municipal Council
Port Blair

Sub: Technical Proposal for procurement of services for "Consultancy for preparation of Housing for All Plan of Action for Port Blair Municipal Area under PMAY: HFA(urban)"

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 "Consultancy for preparation of Housing for All Plan of Action for Port Blair Municipal Area under PMAY: HFA (Urban).
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 PBMC any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I acknowledge the right of PBMC 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 PBMC.
 - 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 PBMC 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 PBMC 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 PBMC 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 PBMC 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 Rs. 70,000/- through e-payment portal in www.eproc.andaman.gov.in
19. The RFP Document Purchase Fee of Rs.3,000/- through e-payment portal in www.eproc.andaman.gov.in

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

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 2013-14:
FY 2014-15:
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)

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
ASSOCIATED WITH THE PROJECT**

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.

FINANCIAL PROPOSAL

(On consultant letter head)

Dated:

The Secretary,
Port Blair Municipal Council
Port Blair

Sub: Financial Proposal

1. I, the undersigned, offer to provide the services for “Consultancy for preparation of Housing for All Plan of Action for Port Blair Municipal Council in Port Blair under PMAY: HFA(urban)” in accordance with your RFP. My Financial Proposal is as follows:

Financial Quotation
Rs..... (Rupees -----)(Amount in words and figure) * please include a table for breakup of the consultancy charges 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 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

DRAFT AGREEMENT

THIS AGREEMENT IS MADE ON this day of 2016, at Port Blair, Andaman & Nicobar islands.

BETWEEN

The Secretary, Port Blair Municipal Council having its office at Port Blair. (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 authorized 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 Port Blair Municipal Council, Port Blair 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 to prepare Housing for All Plan of Action for Port Blair Municipal Council of Port Blair 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 selection as the consultant to prepare the above mentioned report.
- 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 PBMC;
- 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),(subject to release by MoHUPA, GOI) 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.

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 Department 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 Departments 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 valid till 18 months from the date of signing of the Agreement.

5. MODE OF PAYMENT

The Consultancy Fee shall be paid on the invoice raised by the Consultant as per the approved payment schedule in the TOR and as per the release of payments by MoHUPA, GOI. It shall be inclusive of applicable service tax.

6. PENALTY FOR DEFAULT

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

7. 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. Department shall have right to review the performance of the Consultant and, if it is not desirous of continuation of the Services of the Consultant 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”).

8. OBLIGATION OF THE CONSULTANT

The Consultant shall:

- i. Provide the Services as set out in Appendix II;
- ii. Exercise the degree of skill, care and diligence normally exercised by members of the profession performing services of a similar nature;
- iii. Be bound to comply with any written direction of Department to reasonably vary the Scope, Sequence of timing of the Services.

9. INDEMNIFICATION

Consultant shall indemnify, defend and hold the Department 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 the Department 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.

10. 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 the Department or the Services in any professional or technical journal or paper or elsewhere in any manner whatsoever without the previous written consent of the Department.

11. GOVERNING LAW AND JURISDICTION

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

12. 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 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, Courts at Port Blair 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 Port Blair 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.

TERMS OF REFERENCE**1.1. 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 upto 31.03.2022. The total Port Blair Municipal area will be covered under this Mission.

1.2. OBJECTIVE

To undertake a demand survey through suitable means for assessing the actual demand of housing. While validating demand survey, possible temporary migration from rural areas to the city just to take advantage of housing scheme has to be taken into consideration to exclude such migrants from list of beneficiaries. On the basis of demand survey and other available data, cities will prepare Housing for All Plan of Action (HFAPoA). HFAPoA should contain the demand of housing by eligible beneficiaries in the city along with the interventions selected out of four verticals mentioned in para 3 of the guidelines. The information regarding beneficiaries should be collected by States/UTs in suitable formats but must contain the information as in Annexure 4. While preparing HFAPoA, State/U T and Implementing Agencies should also consider the affordable housing stock already available in the city as Census data suggests that large number of houses is vacant. On the basis of HFAPoA, State is required to prepare the Annual Implementation Plans (AIPs) dividing the task upto 2022 in view of the availability of resources and priority. The result of demand survey, draft HFAPoA and draft AIP should be discussed with the local representatives including Member of Parliament of A & N Constituency so that their views are adequately factored in while finalizing the plans and beneficiary list.

1.3. SCOPE OF WORK

The HFAPoA will have to be prepared as per the methodology chart given in Pg 13 of the PMAY: HFA (urban) Scheme Guidelines as issued by the Ministry of Housing & Urban Poverty Alleviation, Government of India on March 2016 or amended from time to time by the Ministry.

TASK 1: Demand Survey for Slum Dwellers

This stage involves listing of all slums and collection of data using Census 2011 data or existing SFCPoA prepared under RAY whichever is later. Then the analysis of slum data to list Tenable and Untenable slums and adoption of strategies for both under the Mission is to be carried out. The data for slum analysis and its horizontalals can be adopted from the SFCPoA prepared under RAY or partially redone as per request and direction of the authorities. As for the towns without the SFCPoA, the process of slum analysis and its horizontalals have to be carried out including the GIS mapping, slum survey and its integration as done for preparation of SFCPoA under RAY. The task has to be completed in consultation with the ward councillors and then the Nodal Agency.

TASK 2: Demand Survey for other urban poor

This stage involves survey of other urban poor in the city for demand assessment, validation of beneficiary and categorization of intended beneficiary amongst available options of the PMAY: HFA (urban). The beneficiaries have to be mapped using the SECC 2011 data and fresh survey for those not covered under the SECC 2011. At least one ward level consultation in each ward of the ULB along with the councillor has to be carried out. All necessary measures involved conducting a successful survey like information dissemination, focus group discussions, questionnaires, flyers, banners shall be ensured and the same formulated in consultation with the Nodal Agency and the ULBs.

TASK 3: Collation of data

This stage involves collection of survey forms, validation of data in consultation with the ULBs, data entry of survey forms/application forms as per the given format of PMAY: HFA (urban) guidelines, final data compilation and collation of the same.

TASK 4: Preparation of Housing for All Plan of Action

This stage involves preparation of HFAPoA based on the demand survey of the slum dwellers and other urban poor, collation, validation and assessment of the data. The HFAPoA should cover all the four vertical of the PMAY: HFA (urban) guidelines and be prepared in consultation with both the primary, secondary and tertiary stakeholders and as per the methodology chart given in Pg 13 of the PMAY: HFA (urban) Scheme Guidelines as issued by the Ministry of Housing & Urban Poverty Alleviation, Government of India.

1.4. STUDY DELIVERABLES

All the reports are to be submitted in A4 size paper and all the maps in A3 size paper. The maps are required to be part of the reports. Soft copy of the report in each stage is to be submitted along with the hard copies of the report.

1.5. SCHEDULE OF WORK

The schedule of completion of the work will be as per the table below.

Sl.No. Report Submission Dates*

- 1 Date of Signing of Agreement M
- 2 Inception report with detailed work plan M+ 01 months
- 3 Interim Report M+ 06 months
- 4 First Draft Report M + 09 months
- 5 Second Draft Report M +11 months
- 6 Final Report M +12 months

1.6. PAYMENT METHODOLOGY

The consultant is required to make a presentation on every component and the release of payment is subject to acceptance of the reports by the Nodal Agency and release of funds by the MoHUPA, GoI.

Component Payment Milestone

- 1 Submission of Inception Report 20%
- 2 Submission of Interim Report 20%
- 3 Submission of First Draft Report 25%
- 4 Submission of Second Draft Report 25%
- 5 Submission of Final Report and acceptance by the MoHUPA 10%

1.7. STAKEHOLDERS CONSULTATION

The HFAPoA should be discussed with stakeholders at various stages of study. A workshop/seminar should be organized to coordinate and develop a consensus. In particular stakeholder workshops/seminars should be held at the following stages:

☉ Interim Report: primary & secondary stakeholders

☉ First Draft Report: primary & secondary & tertiary stakeholders

The primary objective should be to develop a working relationship with both the secondary and the primary stakeholders and to obtain their views on the report.

1.8. INFORMATION OF FIRM AND PROPOSED STAFFING FOR THE PROJECT

The consultant will provide details of relevant experience in carrying out similar work along with a copy of certificates/testimonials. CVs for proposed staff should be included with the Technical Proposal. Staff should have experience in the following disciplines:

☉ Housing Planner [M'Plan (Housing)]

☉ Housing Finance Expert / PPP expert

☉ Social Development Specialist

☉ Architect

☉ Civil Engineer

☉ GIS analyst

☉ MIS specialist

Also financial proposal for the same is to be prepared by the consultant and submitted.

1.9. PROPOSED ONSITE STAFFING FOR THE PROJECT

Since the project involves preparation of HFAPoA for the entire Port Blair city, two numbers of qualified personnel of the consultant is to be deputed on site for the major part of the project. The personnel will be stationed in Port Blair in the office space provided by the client and will report to the State Nodal Officer for PMAY-HFA (urban). The personnel deputed should preferably be physical planners (M'Plan/B'Plan) or any other qualified personnel dealing with such projects.

APPENDIX III

APPLICABLE FEES AND CHARGES PAYABLE TO THE CONSULTANT

1. FEES

The Department 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), as per the schedule of payment. (Will be calculated as per the financial proposal of the selected consultant)

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..... (Rupeesonly).

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 authorized 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 unrealized.

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 authorized 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 10% 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 authorized official.

(Signature of the Authorised Signatory)