

**Request for Proposal (2<sup>nd</sup> Invitation) for Selection of an  
Urban Planning Consultant for preparation of Town  
Planning Scheme (TPS) and Local Area Plan (LAP) in  
Imphal, Manipur**

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Directorate Complex, North A.O.C, Imphal, Manipur

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Website: [www.tpmanipur.mn.gov.in](http://www.tpmanipur.mn.gov.in)

## **DISCLAIMER**

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The information contained in this Request for Proposal document (“RFP”) or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy. The Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Bid, regardless of the conduct or outcome of the Selection Process.

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## DEFINITION OF TERMS

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**“Authority”** means the Town Planning Department, Government of Manipur.

**“Applicant”** shall mean organization/consultants submitting the Bid in response to this RFP.

**“Approvals”** means all approvals, permissions, authorizations, consents and notifications from any Governmental Authority, regulatory or departmental authority and any other regulatory authority, as may be applicable.

**“Arbitration Act”** means the Arbitration and Conciliation Act, 1996 and shall include modifications to or any re-enactment thereof, as in force from time to time;

**“Bid”** means the documents in their entirety comprised in the bid submitted by the Applicant in response to the RFP in accordance with the provisions thereof;

**“Bid Documents”** means the RFP including its Annexure;

**“Completed Project”** means a project for which the consultant has a completion certificate from the client for the given project;

**“Financial Year”** shall mean the year commencing from the 1st April of any calendar year and ending on 31st March of the next calendar year.

**“Force Majeure” or “Force Majeure Event”** shall mean acts, events, conditions or occurrences beyond the control and not arising out of the fault or negligence of the affected Party and shall include acts of God such as earthquake, lightning, tempest, fire, acts of war, riot, bombing, civil commotion, terrorist acts and agitations.;

**“Local Area Plan” or “LAP”** shall mean Local Area Plan under the provision of Development Scheme of the Manipur Town and Country Planning Act, 1975.

**“Relevant Projects”** completed projects in preparation of (1) Local Area Plan with a minimum developed area of 0.50 sq.km or (2) Town Planning Scheme/ Development Plans/ Master Plan/ Integrated Townships/ Area Based development plans covering various sectors including but not limited to roads, water supply, sewerage, solid waste management, drainage; and having size of a minimum of 1.0 sq. km.

**“Relevant Experience”** means experience in preparation of development plans, zonal plans, town planning schemes, area development plans, detailed plans or “Relevant Projects” defined above.

**“Town Planning Scheme” or “TPS”** shall mean Town planning scheme under the provision of Development Scheme of the Manipur Town and Country Planning Act, 1975.

## DATA SHEET

No.	Particulars	Details
1	Name of the Client inviting RFP	State Mission Director (AMRUT) / Town Planning Department, Government of Manipur.
2	Name of the Assignment	Selection of an Urban Planning Consultant for preparation of Town Planning Scheme (TPS) and Local Area Plan (LAP) in Imphal, Manipur.
3	Mode of Bidding	Online through website <a href="https://manipurenders.gov.in">https://manipurenders.gov.in</a> Hard copies of the same are to be submitted at the address given below.
4	Date of Issue of RFP	24.12.2021
5	Last date of receiving Pre-Bid queries	08.01.2022
6	Date of Pre-bid meeting	10.01.2021 at 1:00 PM. Venue: Town Planning Department, Imphal, Manipur
7	Last date and time of Submission of bid online	Up to 1:30 P.M. on or before 24.01.2022
8	Last date and time of Submission of hard copy documents	Up to 1:30 P.M. on or before 27.01.2022
9	Date and time of opening of Technical Proposal	2:00 P.M of 27.01.2022
10	Opening of Financial Bids	To be informed later.
11	Place of obtaining RFP Documents	The tender can be downloaded from the following websites: <a href="http://www.tpmanipur.mn.gov.in">www.tpmanipur.mn.gov.in</a>
12	Validity of Bids	180 Days
13	Signing of Agreement	Within 90 days of award of Letter of Award (LOA).

<b>14</b>	<b>Method of Selection</b>	<b>Quality and Cost Based Selection (QCBS)</b>
<b>15</b>	<b>Earnest Money Deposit (EMD)</b>	<p><b>Refundable: Rs. 1,00,000/- (Rupees one lakh only) which shall be payable in the form of Demand Draft.</b></p> <p><b>Note: The Demand Draft shall be drawn from any Nationalized/ Scheduled Bank in favor of “Chief Town Planner, Town Planning Department, Manipur” payable at Imphal.</b></p>
<b>16</b>	<b>Tender Fee</b>	<p><b>Non-refundable: Cost of RFP is Rs. 10,000/- (Rupees ten thousand only) which shall be payable in the form of Demand Draft.</b></p> <p><b>Note: The Demand Draft shall be drawn from any Nationalized/ Scheduled Bank in favor of “Chief Town Planner, Town Planning Department, Manipur” payable at Imphal.</b></p>
<b>18</b>	<b>Name &amp; Address for Correspondences</b>	<p><b>Chief Town Planner,</b></p> <p><b>Town Planning Department,</b></p> <p><b>Directorate Complex, North A.O.C,</b></p> <p><b>Imphal, Manipur</b></p> <p><b>Email: amrutmanipur@gmail.com,</b></p> <p><b>Website: www.tpmanipur.mn.gov.in</b></p>

# **1 INTRODUCTION**

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## **1.1 Background of Town Planning Department Manipur**

The Town Planning Department Manipur was established in the year 1965-66 to act as an advisory body on the proper and judicious use of land and also to carry out statutory functions as laid down in the Manipur Town & Country Planning Act and Imphal Municipal Corporation Building Bye-Laws. Further the functions and responsibilities of the Town Planning Department have been specified from time to time by State. The Department has been given the task of the preparation of regional plans, sub-regional plans, Area plan, preparation of guidelines for development of urban areas and functions specified under the Manipur Town & Country Planning Act, 1975. Town Planning Department is currently the State Mission Directorate for implementation of AMRUT in the State.

To make provision for promotion of planned growth and development of urban areas and rural areas having potential of urbanization, Town Planning Department intends making Local area plans (LAP) and Town Planning Scheme (TPS) as per the provisions under the Manipur Town and Country Planning Act, 1975. For implementations of these LAP & TPS, Town Planning Department plans to appoint a consultant for conducting survey within the Greater Imphal area.

## **1.2 Request for proposal**

The Authority invites Proposals (the “Proposals”) for Selection of Consultant for providing Planning Services for preparation of Town Planning Scheme and Local Area Plan under Development Scheme in Imphal, Manipur in conformity with the scope of work as mentioned in RFP. (Collectively “The Consultancy”). The Authority invites proposal for selection of consultants to undertake the assignment.

## **1.3 Due Diligence by Applicants**

Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Bid by paying a visit to the Authority.

## **1.4 Downloading of RFP Document**

Document can be downloaded from the official website **[www.tpmanipur.mn.gov.in](http://www.tpmanipur.mn.gov.in)**

## **1.5 Validity of Bid**

The Bid shall be valid for a period of not less than 180 days from the Bid due date (the “BDD”).



## **1.6 Brief Description of Selection Process**

- 1.6.1 The Authority shall constitute a Bid Evaluation Committee to evaluate the bids submitted by the Applicants. The Authority will organize a Pre-Bid meeting after invitation of RFP on 10.01.2022. All the queries related to the document will be reviewed and addressed by Town Planning Department and will inform the applicants in the form of corrigendum.
- 1.6.2 The authority will evaluate all the RFP Documents based on the Eligibility Criteria set during the RFP preparation. The Authority shall then announce the Applicants/firms after the detailed evaluation.
- 1.6.3 The Authority will disclose the list of Applicants who have qualified under technical capacity and will be asked to submit their financial bid.

## **1.7 Schedule of Selection Process**

#	Event Description	Estimated Date
1.	RFP	24.12.2021
2.	Pre-Bid Meeting	10.01.2022 at 1:00 PM
3.	Authority's response to queries	Within 3 working days after the Pre-Bid Meeting.
4.	Submission of RFP	Up to 1:30 P.M. of 24.01.2022
5.	<b>Opening of Technical Bid</b>	At 2:00 P.M. of 27.01.2022
6.	<b>Opening of Financial Bid</b>	To be informed later.
7.	Announcement of the Selected consultant	To be informed later.

## **1.8 Communications**

- 1.8.1 All communications including the submission of Bid should be addressed to:

Chief Town Planner  
Town Planning Department,  
Directorate Complex, North A.O.C, Imphal-795001  
Email: amrutmanipur@gmail.com,

- 1.8.2 All communications, including the envelopes, should be marked at the top in bold letters as below:

**“RFP (2<sup>nd</sup> Invitation) for preparation of TPS and LAP in Imphal, Manipur “**

## 2 INSTRUCTIONS TO APPLICANTS

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### 2.1 General Instructions

- 2.1.1 The applicants shall deposit a Tender fee of Rs. 10,000/-. The tender fee is non-refundable.
- 2.1.2 The RFP document shall not be transferrable to any other applicant.
- 2.1.3 The applicants shall study all instructions, forms, terms, requirement and other information in the RFP documents carefully.
- 2.1.4 The response to the RFP shall be full and complete in all respects. Failure to furnish all information required in the RFP document or submission of a bid not substantially meeting the requirements shall be at applicant's risk and subject to the rejection of its bids.
- 2.1.5 The applicant shall submit the bid at his own cost, Town Planning Department shall not be held responsible for any cost incurred by the applicant. Submission of a bid does not entitle the applicant to claim any cost and rights over Town Planning Department. The Town Planning Department is at liberty to cancel any or all bids without giving any notice.
- 2.1.6 All the amendments/corrigendum made in the document shall be published at Town Planning Department website and shall become part of RFP.
- 2.1.7 The applicants shall visit the aforementioned website on regular basis for checking latest updates of the RFP document. The Town Planning Department also reserves the rights to amend the dates mentioned in the RFP for successful bid process in larger public interest.
- 2.1.8 **EARNEST MONEY DEPOSIT (EMD):** The bidder shall furnish, as part of the Technical Proposal, an Earnest Money Deposit (EMD) amounting to Rs. 1,00,000/- (Rupees one lakh) only. The EMD shall be in the form of Demand Draft from any of the Nationalized Bank or Schedule Bank in favour of the Chief Town Planner, Town Planning Department payable at Imphal. The EMD of unsuccessful bidder shall be refunded without any interest after finalization of the successful party by Town Planning Department. EMD of the successful bidders will be retained till the bidders have provided a performance security under the Agreement.

The Earnest Money will be forfeited on account of one or more of the following reasons:

- Bidder withdraws its proposal during the selection process
- Bidder does not respond to requests for clarification of its proposal.
- Bidder fails to provide required information during the evaluation process or is found to be non-responsive or to have submitted false information in support of its qualification.

## **2.2 Eligibility of the Applicant**

2.2.1 For determining the eligibility of Applicant for their qualification hereunder, the following shall apply

- a. An Applicant can be a company incorporated under the Indian Companies Act (ii) a trust registered under the Indian Trusts Act, 1882 or the Bombay Public Trusts Act, 1950 (or other applicable laws) or (iii) a society registered under the Societies Registration Act, 1860 (or other applicable laws) or (iv) a not-for-profit company incorporated under Section 8 of the Indian Companies Act, or (v) a Partnership firm registered under The Partnership act, 1932 or the Limited Liability Partnership (LLP) incorporated under Limited Liability Partnership Act 2008, Government of India or (vi) a sole proprietorship firm.
- b. An Applicant shall not have a conflict of interest (the “Conflict of Interest”) that affects the Bidding Process. Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
  - i. such Applicant receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Applicant or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Applicant, its Member; or
  - ii. such Applicant has the same legal representative for purposes of this Bid as any other Applicant; or
  - iii. such Applicant has a relationship with another Applicant, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other’s’ information about, or to influence the Bid of either or each other; or
  - iv. Such Applicant has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.
- c. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Applicant in the past but its assignment expired or was terminated prior to the Bid Due Date. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

**2.2.2 Eligibility: Only applications submitted by an applicant having a minimum experience of 10 years in Urban Planning and fulfilling the following eligibility criteria will be shortlisted for further evaluation.**

a) **Technical Capacity:** *The Applicant in the last 5(Five) financial years, preceding the bid due date should have completed at least:*

1) *one completed project\* of a minimum of 1.0 sq.km of Town Planning Scheme or Local Area Plan (with minimum developed land area of 0.5 sq.km)*

*and*

2) *one Statutory Plan (Development Plans/Master Plan/Zonal Plan) under prevalent State Planning Act for a minimum area of 100 sq.km.*

b) **Financial Capacity:** *The Applicant shall have an average annual turnover of 1 Crore rupees or more over the 3 financial years (2017-18, 2018- 19 & 2019-20)*

**Completed Project\*-** *means a project for which the consultant has a completion certificate from the client for the given project.*

2.2.3 The Authority requires that the Consultant provides professional, objective, and impartial advice and at all times hold the Authority's interest's paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.

**2.3 Acknowledgement by Applicant**

2.3.1 It shall be deemed that by submitting the documents, the Applicant has:

- i. made a complete and careful examination of the RFP;
- ii. received all relevant information requested from the Authority;
- iii. acknowledged that it does not have a Conflict of Interest; and
- iv. agreed to be bound by the undertaking provided by it under and in terms hereof.

2.3.2 The Authority shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

## **2.4 Right to reject any or all Bid**

- 2.4.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Bid and to annul the Selection Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- 2.4.2 Without prejudice to the generality of Clause 2.4.1, the Authority reserves the right to reject any Bid if:
- a) At any time, a material misrepresentation is made or discovered, or
  - b) The Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.
- 2.4.3 Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification / rejection occurs after the Proposals have been opened and the highest-ranking Applicant gets disqualified / rejected, then the Authority reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

## **2.5 Contents of RFP**

- 2.5.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addendum / Amendment issued in accordance with Clause 2.6:

### **Request for Proposal**

1. Introduction
  2. Instructions to Applicants
  3. Criteria for Evaluation
  4. Scope of work
  5. Fraud and corrupt practices
  6. Pre-Bid Meeting
  7. Miscellaneous
  8. Dispute Resolution
  9. Appendix I - Technical Proposal Submission Forms
  10. Appendix II - Location Maps of The Tentative Sites
- 2.5.2 The Authority shall endeavor to respond to the queries within 3 working days after the Pre-Bid Meeting. The Authority will post the reply to all such queries only on the Official Website <https://www.tpmanipur.mn.gov.in>.
- 2.5.3 The Authority reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause 2.6 shall be construed as obliging the Authority to respond to any question or to provide any clarification.

## **2.6 Amendment of RFP**

- 2.6.1 At any time prior to the deadline for submission of Bid, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/ Corrigendum/ Amendment and posting it on the Official Website.
- 2.6.2 The amendments will be posted on the Official Website along with the revised RFP containing the amendments and will be binding on all Applicants.
- 2.6.3 In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.

## **2.7 Language of the Bids**

The Bid with all accompanying documents (the “Documents”) and all communications in relation to or concerning the Selection Process shall be in the English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Bid 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 Bid, the translation in English shall prevail.

## **2.8 Bid Submission Instructions**

The entire submission shall be submitted strictly as per the format specified in the RFP. The bids with deviation from the format are liable for rejection. Town Planning Department reserves the right to seek clarification at any stage, from any applicant/consultant until the compliances are made by the applicant/consultant as desired by the Bid Evaluation committee/TPD in conformity with the RFP.

- a. The applicant/ consultant shall submit the bid online through **<http://manipurtenders.gov.in>** only.
- b. To view tender notice, detailed time schedule, RFP document and its supporting documents, the applicant shall visit the website **[www.tpmanipur.mn.gov.in](http://www.tpmanipur.mn.gov.in)**
- c. The applicant/consultant shall ensure that all the required documents as mentioned in the RFP/bidding document are submitted along with the bid and in the prescribed format only. Town Planning Department shall not accept delivery of bid in any manner other than that specified in the RFP. The bid delivered in any other manner shall be treated as invalid and rejected.

## **2.9 Format and Signing of Bid**

- 2.9.1 The Applicant shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects.
- 2.9.2 The Applicant shall upload the Bid along with scanned copy of tender fee along with documents in support of qualifications as specified in the RFP document.
- 2.9.3 The Bid shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall initial each page, in blue ink. In case of printed and published Documents, only the cover shall be initialed. All the alterations, omissions, additions, or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid. The Bids must be properly signed by the authorized representative (the “Authorized Representative”) as detailed below:
- a. By the proprietor, in case of a proprietary firm; or
  - b. By a partner, in case of a partnership firm and/or a limited liability partnership; or
  - c. By a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation; or
  - d. A copy of the Power of Attorney certified under the hands of a partner or director of the Applicant and notarized by a notary public in the form specified in Appendix-I (TECH-4) shall accompany the Bid.
- 2.9.4 Applicants should note the Bid Due Date, as specified in Clause 1.7, for submission of Bids. Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents received by the closing time of Bid Due Date as specified in Clause 2.13. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the Authority reserves the right to seek clarifications under and in accordance with the provisions of Clause 2.18.

## **2.10 Sealing and Marking of Bids**

- 2.10.1 The Applicant shall submit the Qualification Proposal in the format specified at Appendix-I, together with the documents specified in Clause 2.10.3 and seal it in an envelope and mark the envelope as “Qualification Proposal”. The Applicant shall submit the Financial Proposal online through e-Procurement website of Manipur <https://manipurtenders.gov.in> only.
- 2.10.2 The Applicant shall seal the original Qualification Proposal together with its respective enclosures in separate envelop duly marking the envelope as “**ORIGINAL**”. Similarly, the Applicant shall seal the copy of the Qualification Proposal together with its respective enclosures in separate envelop duly marking the envelope “**COPY**”. Both these ORIGINAL and COPY envelopes shall then be sealed in an outer envelope that shall also be marked in accordance with Clause 2.10.3, 2.10.4 and 2.10.5.

2.10.3 Each Qualification Proposal envelope shall contain:

- a) Qualification Proposal in the prescribed format (Appendix-I) along with Annexes and supporting documents;
- b) Certificate from the Chartered Accountant on turnover details over the three (3) financial years (2017-18, 2018-19 & 2019-20)
- c) Copy of Completion Certificate / Work order / Reference of person under whom jobs are executed / any other document in support of successful completion of job**
- d) Power of Attorney for signing the Bid as per the format at TECH-4 of Appendix-I;
- e) Bid Security and document fees to be prepared in the form of DD in favour of Town Planning Department, Manipur.

**“Please don’t send the financial proposal in the form of hardcopy/softcopy while submitting the qualification proposal; it has to be online submission only.”**

**All the hardcopies of the Bid documents to be send through speed post/ courier or special messenger only. No other forms of submission like Fax, Tele-Fax, E-mail, etc. shall be accepted.**

2.10.4 In case of any queries please use below given contact details for correspondence:

ATTN. TO:	Chief Town Planner
AUTHORITY:	Town Planning Department
ADDRESS:	Directorate Complex, North A.O.C, Imphal, Manipur
E-MAIL	Email: amrutmanipur@gmail.com

2.10.5 If the envelopes are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid and consequent losses, if any, suffered by the Applicant.

2.10.6 Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

## **2.11 Technical Proposal**

2.11.1 Applicants shall upload the technical proposal in the formats at Appendix-I (“Technical Proposal Submission Form”)

2.11.2 While uploading the Technical Proposal, the Applicant shall, in particular, ensure that:

- a. The scanned copy of the Demand Draft towards Tender document cost has been attached;
- b. All forms are submitted in the prescribed formats and signed by the prescribed signatories;**



- c. Power of Attorney, if applicable, is executed as per Applicable Laws;
- d. CVs of all Professional Personnel have been included;
- e. Key Personnel have been proposed only if they meet the Conditions of Eligibility;
- f. No alternative proposal for any Key Personnel should be made and only one CV for each position should be furnished;
- g. The CVs have been recently signed and dated in blue ink by the respective Personnel and countersigned by the Applicant. Photocopy or unsigned / countersigned CVs shall be rejected;
- h. The CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP;
- i. Key Personnel would be available for the full period of assignment; The proposal is responsive in terms of Clause 3

2.11.3 Failure to comply with the requirements spelt out in Clause 3 shall make the Proposal liable to be rejected.

- a. If an individual Key Personnel makes a false statement regarding his qualification, experience or other particulars, or his commitment regarding availability for the Project is not fulfilled at any stage after signing of the Agreement, he shall be liable to be debarred for any future assignment of the Authority for a period of 5 (five) years. The award of this Consultancy to the Applicant may also be liable to cancellation in such an event.
- b. The proposed team shall be composed of experts and specialists (the “Professional Personnel”) in their respective areas of expertise and managerial/support staff (the “Support Personnel”) such that the Consultant should be able to complete the Consultancy within the specified time schedule. The Key Personnel specified in Clause 3 shall be included in the proposed team of Professional Personnel. Other competent and experienced Professional Personnel in the relevant areas of expertise must be added as required for successful completion of this Consultancy. The CV of each such Professional Personnel, if any, should also be submitted in the format at TECH-12 of Appendix-I.
- c. The Authority 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 Authority to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.
- d. In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of

the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Consultant either by issue of the LOA or entering into of the Agreement, and if the Selected Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Applicant or Consultant, as the case may be.

- e. In such an event, the Authority shall forfeit and appropriate the Earnest Money Deposit (EMD) as mutually agreed pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.
- f. The technical proposal shall be prepared as per clause 3.

## **2.12 Submission of Bid**

- 2.12.1 The Applicants shall submit the Bid as per e-tender guideline along with one hard bound form with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialed by the Authorized Representative of the Applicant as per the terms of the RFP. In case of any discrepancy between the downloaded or photocopied version of the RFP and the original RFP issued by the Authority, the latter shall prevail. Consultant shall follow the instructions on the portal for submission of e-tender.
- 2.12.2 The Technical Proposal shall be typed or written in indelible ink and signed by the Authorized Representative of the Applicant. All pages of the Technical Proposal must be numbered and initialed by the person or persons signing the Proposal.
- 2.12.3 The completed Bid must be uploaded on or before the specified time on Bid Due Date. Bids submitted by fax, telex, telegram or e-mail shall not be entertained.
- 2.12.4 The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, company brochures, copy of contracts etc. will be entertained.
- 2.12.5 The Bid or its modifications must be uploaded on the portal no later than the deadline indicated in the RFP, or any extension to this deadline. The electronic system will not accept any Bid or its modification for uploading after the deadline.
- 2.12.6 The Consultant shall submit a digitally signed, encrypted and complete Bid comprising the documents and forms as mentioned in RFP (Documents Comprising Proposal). The submission can be done electronically through the website and in accordance with the procedures specified in the RFP as specified in Guidelines to Vendors on the operations of Electronic Tender Management System of Government of Manipur on <https://manipurtenders.gov.in>.
- 2.12.7 An authorized representative of the Consultant shall digitally sign the submission letters in the required format for the Technical Proposal. The authorization shall be in the form of a written power of attorney scanned and uploaded together with the Technical Proposal.
- 2.12.8 Consultants should be aware that the electronic procurement system does not allow for any interlineations, erasures, or overwriting. Any modifications or revisions to the Bid shall be done in accordance with Clause 2.6.
- 2.12.9 Once the Bid is uploaded on the portal, the system will generate a unique identification number with the stamped submission time. The unique identification number with the time stamp represents an acknowledgement of the Bid submission. Any other system's functionality requirements are specified in the RFP.
- 2.12.10 The Authority's evaluation committee shall conduct the opening of the Technical Proposals online immediately after the Bids' submission deadline and following the procedure described in the RFP.
- 2.12.11 Tender shall be submitted online on the e-tendering portal in 'two electronic envelopes system' within prescribed schedule.

## **2.13 Bid Due Date**

- 2.13.1 Bid should be submitted at or before the Bid Due Date specified at Clause 1.7 at the address provided in Clause 1.8 in the manner and form as detailed in this RFP.
- 2.13.2 The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.6 uniformly for all Applicants.

## **2.14 Late Bid**

Bids uploaded by the Applicant after the specified time on Bid due date shall not be eligible for consideration and shall be summarily rejected.

## **2.15 Modifications/Substitutions/Withdrawal of Bid**

- 2.15.1 The Applicant may modify, substitute, or withdraw its Bid after submission, provided that written notice of the modification, substitution, or withdrawal is received by the Authority prior to Bid Due Date. No Bid shall be modified, substituted, or withdrawn by the Applicant on or after the Bid Due Date.
- 2.15.2 The modification, substitution, or withdrawal notice shall be uploaded prior to Bid Due date
- 2.15.3 Any alteration / modification in the Bid or additional information or material supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

## **2.16 Evaluation of Bid**

- 2.16.1 The Authority shall open the Bids on the date as mentioned in clause 1.7 of RFP, or as specially specified at the place specified in Clause 1.7 and in the presence of the Applicants who choose to attend.
- 2.16.2 Prior to evaluation of Bids, the Authority will determine whether each Bid is responsive to the requirements of the RFP. The Authority may, in its sole discretion, reject any Bid that is not responsive hereunder. A Bid shall be considered responsive only if:
  - a. The Technical Proposal is received in the TECH-1 specified at Appendix-I;
  - b. It is received by the Bid Due Date including any extension thereof pursuant to Clause 2.13;
  - c. It is signed, sealed, bound together in hard cover and marked as stipulated in Clauses 2.12 and 2.13;
  - d. It contains all the information (complete in all respects) as requested in the RFP;

- 2.16.3 The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bids.
- 2.16.4 The Authority shall subsequently examine and evaluate Bids in accordance with the Selection Process specified at Clause 1.6 and the criteria set out in this RFP.
- 2.16.5 After the technical evaluation, the Authority shall prepare a list of prequalified and short-listed Applicants and announce the results. The Authority shall then at a later date invite the applicant for opening of financial proposal at a later date as mentioned in clause 1.7.
- 2.16.6 Applicants are advised that Selection shall be entirely at the discretion of the Authority. Applicants shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.
- 2.16.7 Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the Consultancy is subsequently awarded to it.

## **2.17 Confidentiality**

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to matters arising out of, or concerning the Selection Process. The Authority shall treat all information, submitted as part of the Bid, in confidence and shall require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.

## **2.18 Clarifications**

- 2.18.1 To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Bid. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 2.18.2 If an Applicant does not provide clarifications sought under this Clause 2.18 as indicated above within the specified time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

### **3 CRITERIA FOR EVALUATION**

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#### **3.1 Evaluation Criteria**

- a) The evaluation of the RFP shall be based on Quality and Cost Based Selection (QCBS).
- b) The weightage of Technical Proposal (Technical score) shall be 70 % weightage and Financial Proposal (Financial score) shall have 30 % with 15% for TPS and 15% for LAP
- c) The Total Score of the Applicant =  $0.7 \times (\text{Technical Score}) + 0.15 \times (\text{Financial Score for Town Planning Scheme}) + 0.15 \times (\text{Financial Score for Local Area Plan})$
- d) The Applicant who qualifies with the qualification criteria will only be considered for technical and financial proposals.
- e) Only the Applicants who get an Overall Technical score of 70% or more will qualify for the financial evaluation stage.
- f) Only the Applicants who get more than 70% in combined technical score of Technical competency of the Firm's Experience in Urban Planning and Team Capabilities will be invited for Presentation.
- g) Post presentation Applicants receiving an Overall Technical score of 70% or more will qualify for the financial evaluation stage.
- h) Failing to secure minimum marks shall lead to technical rejection of the Bid.
- i) Authority (or a nominated party) reserves the right to check/validate the authenticity of the information provided in the Pre-qualification and Technical Evaluation criteria and the requisite support must be provided by the Applicant.
- j) The Applicant achieving the highest Total Score shall be invited for negotiations for awarding the contract. In case of a tie where two or more Applicants achieve the same highest Total Score, the Applicant with the higher Technical Score will be invited first for negotiations for awarding the contract.

3.1.1 Applicants have to meet the eligibility criteria specified in Clauses 2.2.1 and 2.2.2 and the evaluation would be as per this Section 3. Bids of Applicant who do not meet these criteria shall be rejected.

3.1.2 The Applicant's competence and capability is proposed to be established by the following parameters:

- (a) Technical Capacity; and
- (b) Financial Capacity

#### **3.2 Technical Capacity for purposes of Evaluation**

3.2.1 Subject to provisions of clause 2.2.2, the eligible experience and relevant projects shall be as defined in clause 3.2.2 and 3.2.3

3.2.2 Eligible Experience in respect of each category shall be measured only for Relevant Projects

3.2.3 For a project to qualify as a Relevant Project means:

completed projects in preparation of (1) Local Area Plan with a minimum developed area of 0.50 sq.km or (2) Town Planning Scheme/ Development Plans/ Master Plan/ Integrated Townships/ Area Based Development Plans covering various sectors including but not limited to roads, water supply, sewerage, solid waste management, drainage; and having size of a minimum of 1.0 sq. km.

### **3.3 Technical evaluation framework**

Applications fulfilling the Technical Capacity will be evaluated for technical competency on the following basis:

Sr. No	Evaluation Criteria	Marks
A	Technical competency of the Firm's Experience in Urban Planning	40
B	Team Capabilities	40
C	Presentation (on Approach & Methodology)	20
Overall Technical Score		100

**Important:** Qualification criteria for technical evaluation and progression to the financial evaluation stage.

1. Only the Applicants who get 50% in combined technical score of Technical competency of the Firm's Experience in Urban Planning and Team Capabilities will be invited for Presentation. Stating that if an Applicant scores more than 40 marks out of 80 marks (Technical competency of the Firm's Experience in Urban Planning (40) + Team Capabilities (40) = 80 marks) which is 50% of 80 marks will be invited for presentation.
2. Only the Applicants who get an Overall Technical score of 70% or more will qualify for the financial evaluation stage failing to secure minimum marks shall lead to technical rejection of the Bid.
3. The Authority reserves the right to check/validate the authenticity of the information provided in the Technical Evaluation criteria and the requisite support must be provided by the Applicant.

**A. Technical competency of the Firm's Experience in Urban Planning – 40 Marks**

The Applicants will be marked on the technical competency of the firm's experience in Urban Planning

No	Technical competency of the Firm in Urban Planning – 40 Marks	Total Marks
1	Relevant years of experience above 5 years – (Additional 1 mark for each year up to a maximum of 5 marks)	10
2	Experience in one project of a minimum of 1.0 sq.km. of Town Planning Scheme or Local Area Plan (with minimum developed land area of 0.50 sq.km)	10
3	Additional Experience in:  LAP with minimum developed land area of 0.50 sq.km or Town Planning Scheme/ Development Scheme with a minimum of 1.0 sq.km. or Statutory Plan (Development Plans/ Master Plan/ Zonal Plan) under prevalent State Planning Act for a minimum 100 sq.km. shall be allotted 5 marks.  For every Project, 5 marks each to a maximum of 20 marks.	20

- The applicants shall be marked on the basis of the relevant project experience
- The applicants shall be marked on the basis of the additional relevant project experience apart from the Projects mentioned in the Technical Capacity
- The applicants shall have minimum experience of 5 years of relevant experience in urban planning.
- Each additional relevant year of experience above 5 years, will be awarded 1 mark up to a maximum of 5 marks, stating that an applicant with 10 years of experience will get 10 marks.
- Applicants having an Experience in 1(one) LAP with minimum developed land area of 0.50 sq.km. or TPS with land area of 1.0 sq.km. shall be allotted 10 Marks.
- Additional Experience in:  
  
LAP with minimum developed land area of 0.50 sq.km. or Town Planning Scheme/ Development Scheme with a minimum of 1.0 sq.km  
  
or  
  
Statutory Plan (Development Plans/Master Plan/Zonal Plan) under prevalent State Planning Act for a minimum 100 sq.km

Shall be allotted 5 marks stating that an applicant with 4 project experience will be awarded 20 marks.



**B. Team Capabilities – 40 Marks**

1. The applicant under Team Capability will be marked based on the relevant experience and relevant project experience of each team members.
2. The following table highlights the overall distribution of marks on the basis of Team Capabilities. All personals shall have qualification as mentioned in the table Personnel qualification/ proposal table.

No	Team Member		Total Marks
<b>1</b>	<b>Team Leader (Urban Planner)</b>		<b>18</b>
	i	Relevant Experience (10 years)	10
	ii	Relevant Project (1 Project)	5
	iii	Additional relevant project	3
<b>2</b>	<b>Urban Planner (2 nos.)</b>		<b>8</b>
	i	Urban Planner-1, with 5 years of Relevant Experience	3
	ii	For every additional year of experience 1 mark to a maximum of 2 marks	2
	iii	Urban Planner-2, with 3 years and above of Relevant Experience	3
<b>3</b>	<b>Urban Designer (1 no.)</b>		<b>5</b>
	i	Urban Designer with 5 years of Relevant Experience	3
	ii	For every additional year of experience 1 mark to a maximum of 2 marks	2
<b>4</b>	<b>Infrastructure Planner / Engineer</b>		<b>5</b>
	i	Relevant Experience (5 years)	3
	ii	For every additional year of experience 1 mark to a maximum of 2 marks	2
<b>5</b>	<b>GIS Expert</b>		<b>4</b>
	i	Relevant Experience (5 years)	3
	ii	For every additional year of experience 0.5 mark to a maximum of 1 mark	1

- The distribution of marks shall be done based on the relevant experience and relevant project for the team leader up until the issue of this Bid date.
- An applicant will receive incremental marking for addition relevant experience and addition relevant projects as mentioned in the table above
- **An Urban Planner/ Junior urban planner, to be stationed on the site during the project timeline.**
- All the team members must fulfill the qualification based on the personnel qualification/experience table.

**1. Team leader (Urban Planner)- 18 marks**

- The team leader must be an Urban Planner with minimum 10 years of relevant experience.
- For 1 relevant project 5 marks will be provided, post that for additional relevant project, 3 marks will be allotted.

**2. Other Team members- 22 marks**

- Urban Planner-1 must have relevant experience for a minimum of 5 years, for which 3 marks will be allotted.
- For Urban Planner-1, post 5 years of experience for every additional 1 year of experience, 1 mark will be allotted to a maximum of 2 marks. Stating that Urban planner-1 with experience of 7 years will be allotted 5 marks.
- Urban Planner-2 must have relevant experience for a minimum of 3 years, for which 3 marks will be allotted.
- Urban Designer must have relevant experience for a minimum of 5 years, for which 3 marks will be allotted.
- For Urban designer, post 5 years of experience for every additional 1 year of experience, 1 mark will be allotted to a maximum of 2 marks. Stating that Urban designer with experience of 7 years will be allotted 5 marks.
- Infrastructure Planner/ Engineer must have relevant experience for a minimum of 5 years, for which 3 marks will be allotted.
- For Infrastructure Planner/ Engineer, post 5 years of experience for every additional 1 year of experience, 1 mark will be allotted to a maximum of 2 marks. Stating that Infrastructure Planner/ Engineer with experience of 7 years will be allotted 5 marks.
- GIS Expert must have relevant experience for a minimum of 5 years, for which 3 marks will be allotted.
- For GIS Expert, post 5 years of experience for every additional 1 year of experience, 0.5 mark will be allotted to a maximum of 1 mark. Stating that GIS Expert with experience of 7 years will be allotted 4 marks.

The following are the team and the **personnel qualification/experience** requirements:

No	Position	Minimum Education Qualification	Years of Experience	Relevant Experience requirements
1	Urban Planner – Team Leader	Master's in Planning	10	The team leader must be an Urban Planner with minimum 10 years of relevant experience
2	Urban Planner-1	Master's in Planning	5	Urban Planner-1 must have relevant experience for a minimum of 5 years. Experience of working on a Town Planning Scheme is preferable.
3	Urban Planner-2	Master's in Planning	3	Urban Planner-2 must have relevant experience for a minimum of 3 years
4	Urban Designer	Master's in Urban Design	5	Urban Designer must have relevant experience for a minimum of 5 years
5	Infrastructure Planner/ Engineer	Master's degree in Civil Engineering or Masters in Infrastructure planning or Masters in Technology with Bachelors in Engineering (ME/MIP/MTech with BE)	5	Infrastructure Planner/ Engineer must have relevant experience for a minimum of 5 years
6	GIS Expert	Masters in Remote Sensing and GIS / Any other relevant GIS related degree (such as Urban Planning)	5	GIS Expert must have relevant experience for a minimum of 5 years.  She / He should have experience of image processing, mapping, data base creation & analysis in GIS, and data management with AutoCAD and other platforms

### C. Presentation (on Approach & Methodology) – 20 Marks

The applicant will be marked out of 20 marks on the Presentation for planning and designing the TPS & LAP. An applicant must have a detailed presentation further reflecting how Approach and Methodology is carried on the proposed TPS & LAP sites. The Applicant can choose the medium for presentation. The Authority will invite the qualified applicants and mention the date and place for conducting the presentation as per clause 2.6

- Applicants scoring more than 50% out of 80 marks as per clause 3.3 will be invited for presentation.
- The presentation should highlight the process for detailing out the process of planning & implementing LAP & TPS for all the sites as mentioned in the RFP.

#### 3.4 Financial evaluation framework

3.4.1 The Applicants who are shortlisted as per Clause 3.3 will be informed about the opening date of the Financial Proposal in writing and on the website i.e., [www.tpmanipur.mn.gov.in](http://www.tpmanipur.mn.gov.in). The Financial Proposal shall be opened in the presence of the shortlisted Applicants who choose to attend. The financial proposal shall consist the schedule of Rates as per clause 3.

3.4.2 Quality and Cost Based Selection (QCBS) will apply and accordingly the lowest evaluated Financial Bid (L) will be given the maximum financial score (FS) of 100 points. The financial scores (FS) of the other Financial Proposals will be computed as per the formula:

$$FS = 100 \times L/F$$

*(Here FS is the Financial Score, L is the lowest Financial Quote and F is the weighted average financial bid of the bidder under evaluation as per financial bid submitted by the bidder.)*

Proposals will be ranked according to their combined technical (TS) and financial (FS) scores (TS = the score given to the Technical Proposal; FS = the weightage given to the Financial Proposal; S= Combined Technical and Financial Score) using the formula:

$$S = TS \times 70\% + FS \times 30\%.$$

#### 3.5 The firm achieving the highest combined technical and financial score will be invited for negotiationsSchedule of Rates

3.5.1 The applicants will provide schedule of rates and the basis on which they have prices on the following

- Rate for Planning Town Planning Scheme (TPS) Per Hectare, this rate includes all the tasks as explained in the Scope of Work
- Rate for Planning Local Area Plan (LAP) Per Hectare, this rate includes all the tasks as explained in the Scope of Work
- The rate mentioned above will be exclusive of GST

### **3.6 Basis of Pricing**

- i. The prices shall remain firm and not be subjected to any escalation whatsoever throughout the execution of the Contract.
- ii. All taxes/ duties as applicable shall be indicated separately in the Bill of Quantities. Town Planning Department will not be liable to pay any amount towards the same except for reasons of statutory changes.
- iii. You shall arrange for all drawings and Print outs related to TPS & LAP as per authority's requirement.
- iv. Payment shall be made as per actual quantity.
- v. The agency is to quote the basic rates excluding GST and any other applicable taxes. GST shall be paid extra as per prevailing rates.

## **4 SCOPE OF WORK, DELIVERABLES & PAYMENT**

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In order to address this requirement, the Pilot on Formulation of Town Planning Scheme is to be taken up as a centrally funded reform for 25 AMRUT cities by Ministry for Urban Development, to be implemented by State Governments. State Mission Directorate, Town Planning Department, Imphal is the State Nodal Agency (SNA) for implementing the scheme in Manipur State.

Accordingly, the State Mission Directorate, Government of Manipur proposes to undertake work on the following cities/ towns in Manipur. The service of empaneled agencies shall be utilized for the preparation of Town Planning Scheme and Local Area Plan in the city of Imphal.

The Scope of work under this RFP shall be executed as per the requirements of Town Planning Department. The Authority at any given time may add requirements related to planning at any with prior notice to the Applicant. The present chapter defines the scope of work first for TPS and then for LAP.

### **A. Scope of Work for Town Planning Scheme (TPS)**

The scope of services for preparing the Town Planning Scheme shall include but not limited to the following:

- The Consultant shall be responsible for Preparing the TPS from preparing the inception report till the TPS gets approved by the State Government for publication.
- The Consultant shall help the Town Planning Department throughout in completing the process of preparation of TPS till its notifications.
- The Consultants shall prepare an inception report which highlights the way forwards from the Approach and Methodology and the Work plan for the complete process of preparing TPS. The consultant shall submit the inception report in A4 format in 10 nos of copies.
- The Consultants shall review of all the existing plans prepared for the city, which are relevant for planning TPS like
  - Master Plan/ Development Plan and Zonal Plan
  - Plan prepared under Smart Cities Mission
  - Plan prepared under AMRUT
  - City Development Plan
  - City Mobility Plan
  - Imphal Municipal Council Building Bye-laws, 2013
  - Any other special purpose plan
- The Consultant shall conduct existing situation analysis for preparation of TPS which shall include the following but not limited to
  - Topography
  - Land Ownership
  - Land Use
  - Land & Property rates (Circle/Ready reckoner and Market rates)
  - Building footprint
  - Built Use
  - Building Typology
  - Building Age

- Infrastructure Mapping & Analysis – Map of existing water supply network, Sewage network, existing storm water network, electricity lines and stations, Telecom lines, OFC network, oil and gas lines including natural and manmade drains.
  - Plot sizes – range, mean sizes etc.
  - Transportation and Circulation Network for Vehicular and NMT – Roads, Street, Path, Steps, Ramps and other connections.
  - Road and Street Network with functional hierarchy based on ROW hierarchy.
  - Mapping environmental sensitive features including water bodies, streams, grove, parks and open spaces.
  - Mapping informal settlement and informal activities.
  - Mapping any other data relevant for TPS.
  - The consultant shall submit the Existing Situation Analysis report in A4/A3 format in 10 nos of copies.
- The Consultant shall assist review of all the plots with existing land records of individual plots.
- The Consultant along with the Chief Town planner shall assist the Authority in declaration of intention/Notification for the planning area for the Town Planning Scheme.
- The Consultant shall prepare concept plan for TPS supported by the vision mentioning the following but not limited to
  - Purpose and objectives for TPS
  - Identifying key planning and design principles
  - Conceptual layout envisioning areas with specific urban character
  - Connectivity
  - Green & other proposals
  - Strengthening sustainability component – conservation of urban lakes by delineating and declaring no-development areas, parks, plantation plan for roadside and open areas.
  - Based on the analysis of various layers, the Consultant shall identify amount of land require to develop new infrastructure with respect to roads, physical, social, and green infrastructure etc.
  - Any other relevant concept and proposals for TPS
  - The consultant shall submit the concept report in A4/A3 format in 10 no of copies.
- The Consultant shall assist the authority with public consultation for conceptualizing the TP Scheme Layout.
- The Consultant shall prepare draft TPS layout for the following but not limited to
  - Existing original plots
  - Future plot based on reconstitution
  - Land appropriation criteria for TPS
  - Layout plan showing linkages and connectivity
  - Network design – road & street network
  - Existing road network and suggest changes accordingly which shall reflect in the TPS.
  - Plazas, parks & gardens
  - Blue & green network
  - Civic and social amenities
  - Locations of amenities
  - Land appropriation for affordable housing and economically weaker sections housing
  - Principles of planning and strategies for Implementation of TPS

- Implementation strategies and proposed timelines
  - Any other relevant drawings/ regulation/ guidelines/ proposals for TPS
  - The consultant shall submit the Draft TPS in A0 format in 10 no. of copies.
- The Consultant shall carry out cost of TPS as following but not limited to
  - Cost of Infrastructure
  - Compensation to individual landowners
  - Compensation towards Land/Property contribution & Redistribution
  - Cost of Preparation & Publication
  - Calculations related to cost of infrastructure to derive the incremental contribution to be taken from the owners and land contribution
  - Contribution from individual land/property owners
  - Prepare all forms related to land ownership and the cost & compensation component.
  - The consultant shall submit the Cost of TPS in A4/A3/ format in 10 no of copies.
- The Consultant shall carry out revenue generation mechanism for the TPS
  - Formulation of strategy for use of Value capture finance tools for the TPS
  - The consultant shall submit the Revenue generation mechanism in A4/A3/ format in 10 no of copies.
- The Consultant shall support the authority for carrying out the Owners Meet.
  - Identify all owners
  - Prepare the formats for Objections and Suggestions
  - Inviting Objections and Suggestions from the landowners.
  - Conducting meeting with all the Landowners/Stakeholders
  - Recording the Objections and Suggestions
- The consultant shall carry out revisions in Draft TPS based on the Objections and Suggestions received from Landowners/ Stakeholders during Owners Meet.
- The Consultant shall assist the authority with publication of Draft TP scheme Inviting Objections & Suggestions from the individual plot holders for a certain period.
- The Consultant shall assist the authority with submission of Draft TP scheme to the State Government/Apex Authority with support of valuation, OP-FP map, revised Land details with forms etc. for sanctioning of Draft Town Planning Scheme.

The consultant shall submit the Draft TPS in A0 format in 10 no of copies.

- The Consultant shall revise the draft TPS as per the suggestion received from the State Government and submit the Scheme to the government for final approval.

The consultant shall submit the final Draft TPS in A0 format in 20 no of copies

Following are the sites identified by the authority for Planning TPS, the authority may revise the sites with prior notification to the Consultant if the need may arise

1. Town Planning Scheme (TPS) Open Land area for TPS 1 & TPS 2 – 150 hectares each
  - a. TPS 1 - a linear site near Mantripukhri covering an area of approximately 150 Hectares sandwiched between the NH-39 (Mantripukhri Road) on the west and the Imphal River on the east.
  - b. TPS 2 - Ghari Site measures approximately 150 Hectares lying on either sides of the proposed ADB Ring road project.



Note: The applicant shall survey beyond the TPS for at least one plot deep or 50m whichever is more. Location maps of the tentative sites are attached as Appendix II.

## **B. Scope of Work for Local Area Plan**

The scope of services for preparing the Local Area Plan shall include but not limited to the following:

- The Consultant shall be responsible for Preparing the LAP from preparing the inception report till the LAP gets approved by the state government for publication
- The Consultant shall help the authority throughout the complete process of preparation of LAP till its Publication.
- The Consultants shall prepare an inception report which highlights the way forwards from the Approach and Methodology and the Work plan for the complete process of preparing LAP. The consultant shall submit the inception report in A4 format in 10 no of copies.
- The Consultants shall review of all the existing plans prepared for the city, which are relevant for planning LAP like
  - Master Plan/ Development Plan and Zonal Plan
  - Plan prepared under Smart Cities Mission
  - Plan prepared under AMRUT
  - City Development Plan
  - City Mobility Plan
  - Imphal Municipal Council Building Bye-laws, 2013
  - Any other special purpose plan
- The Consultant shall conduct existing situation analysis for preparation of LAP which shall include the following but not limited to
  - Topography
  - Land Ownership
  - Land Use
  - Land & Property rates (Circle/Ready reckoner and Market rates)
  - Building footprint
  - Built Use
  - Building Typology
  - Building Heights
  - FSI/FAR consumed
  - FSI/FAR Permissible
  - Building Age
  - Infrastructure Mapping & Analysis – Map of Existing Water supply Network, Sewage Network, Existing Storm water Network, electricity lines and stations, Telecom lines, OFC Network, oil and gas lines (including Natural and Manmade drains.
  - Redevelopment Potential (Based on Age, condition & Consumed FAR etc. of the property)
  - Plot sizes – range, mean sizes etc.
  - Transportation and Circulation Network for Vehicular and NMT – Roads, Street, Path, Steps, Ramps and other connections
  - Road and Street Network with functional hierarchy based on ROW hierarchy
  - Mapping environmental sensitive features including water bodies, streams, grove, parks and open spaces
  - Mapping informal settlement and informal activities

- Mapping any other data relevant for LAP
  - The consultant shall submit the Existing Situation Analysis report in A4/A3 format in 10 no of copies.
- The Consultant shall assist the Authority in identify various stakeholder for preparing LAP for identifying issue and concerns which need to be addressed while planning LAP for formulating Concept and Vision
- The Consultant shall prepare concept plan for LAP supported by the Vision mentioning the following but not limited to
  - Purpose and objectives for LAP
  - Identifying Key Planning and Design Preparation
  - Conceptual Layout Envisioning Areas with Specific Urban Character and Built form
  - Connectivity
  - Proposal for Public & Private Realm
  - Green & other Proposals
  - Strengthening sustainability component – conservation of urban lakes by delineating and declaring no-development areas, parks, plantation plan for roadside and open areas.
  - Based on the analysis of various layers, the Consultant shall identify amount of land require to develop new infrastructure with respect to roads, physical, social, and green infrastructure etc.
  - Any other relevant concept and proposals for LAP
  - The consultant shall submit the Concept report in A4/A3 format in 10 no of copies.
- The Consultant shall prepare schematic LAP layout proposals for the following but not limited to
  - Existing Plot Map
  - Reconfigured plot maps/Future Plots
  - Deduction criteria for the implementation of LAP
  - Layout Plan showing linkages, connectivity and appropriate setbacks if required
  - Proposed land use (if amended)
  - Proposals for redevelopment
  - Network Design – Road & Street Network
  - Existing road network and suggest changes accordingly which shall reflect in the LAP.
  - Parking & Vending Management
  - Plaza's, Parks & gardens
  - Blue & Green Network
  - Civic and social amenities
  - Locations of amenities
  - Affordable Housing and Economically Weaker Sections
  - Identification of projects for urban infrastructure and redevelopment
  - Any other relevant drawings/regulation/proposals for LAP
  - Principles of planning and strategies for Implementation of LAP
  - Implementation strategies and proposed timelines
  - The consultant shall submit the Schematic LAP in A0 format in 10 no of copies.
- The Consultant shall prepare Area Specific built form & regulations for the following but not limited to

- Envisioning Areas with Specific Urban Character and Built Form
  - Proposed new regulations for LAP & recommended changes in existing regulations for LAP to achieve the envisioned urban form and character.
  - Recommend change in regulation for additional FSI or TDR
  - The consultant shall submit the Area specific built form & Regulations in A4/A3 format in 10 no of copies.
- The Consultant shall carry out Cost of Works for the LAP as following but not limited to
  - Cost of Infrastructure
  - Calculations related to cost of infrastructure to derive the incremental contribution to be taken from the owners and land contribution
  - Contribution from individual land/property owners
  - Compensation to individual landowners
  - Compensation towards Land/Property contribution
  - Cost of Preparation & Publication
  - The consultant shall submit the Cost of Works in A4/A3 format in 10 no of copies.
- The Consultant shall carry out revenue generation mechanism for the LAP
  - Formulation of strategy for use of VCF tools for the LAP
  - Benefits and impact assessment for the LAP
  - The consultant shall submit the Revenue generation mechanism in A4/A3 format in 10 no of copies.
- The Consultant shall support the authority for submission of draft LAP for stakeholder consultation as following but not limited to
  - Identify various stakeholder
  - Prepare the formats for Objections and Suggestions
  - Inviting Objections and Suggestions from the landowners.
  - Conducting meeting with all the Landowners/Stakeholders
  - Recording the Objections and Suggestions
- The consultant shall carry out revisions in Draft LAP based on the Objections and Suggestions received from Landowners/ Stakeholders.
- The Consultant shall assist the authority with any changes/recommendation made by the government to sanction the LAP.
- The Consultant shall assist the authority in submitting the Draft LAP to State Government.
- The consultant shall submit the Draft LAP in A0 format in 10 no of copies.
- The Consultant shall revise the LAP proposal as per the revisions received from the State Government.
- The Consultant shall help the Authority in preparing the final Draft LAP for Submission and Publication to the State Government.
- The consultant shall submit the final Draft LAP in A0 format in 20 no of copies.

The consultant shall carry out all the tasks and deliverables as mentioned above in the scope of work for final Draft LAP for Approval to the government.

Following are the sites identified by the authority for Planning LAP, the authority may revise the sites with prior notification to the Consultant if the need may arise

Local Area Plan (LAP): Built Area for LAP 1 = 75 Hectares, LAP 2 = 8 Hectares and LAP 3 = 218 Hectares

- a. LAP 1 - The Central Business District (CBD) covering an area of approximately 75 Hectares encompassing the two busiest markets of Manipur namely the Paona Baazar and the Thangal Baazar Area.
- b. LAP 2 - This site is near New Checkon junction covering an area of Approximately 8 Hectares.
- c. LAP3 – This site is at Lamphelpat covering an area of approximately 218 Hectares. The site mainly comprises of Government quarters, shops cum residential buildings complex of the Planning and Development Authority, Manipur along with a vast marshy green space.

**Note:** Location maps of the tentative sites are attached as Appendix II.

- The cost of Printing/Producing maps shall be borne by the Consultant for all stages of submission.
- The quantities indicated in table are indicative quantities. It should be clearly understood that the quantities to be actually executed may vary from those indicated above to suit the site constraints. The Authority reserves the right to modify any aspect of the scope of work at any time till successful completion of the contract.

### C. Deliverables Schedule for TPS

The following timeline will be adopted for deliverables as mentioned in the Scope of Work for TPS. The Timeline for the deliverables will be based on the project inception date determined by the authority – “T”

No.	Deliverables	Timeline
1	Submission of Inception Report (Highlight the Approach & Methodology and Work plan of preparing TPS)	T + 10 days
2	Submission of Existing Situation Analysis	T + 30 days
3	Submission of Conceptual layout including Road Network, Built form, amenities, Greens & other Proposals for Public & Private Realm	T + 70 days
4	Submission of Schematic Layout plan with Regulations	30 days from approval of Conceptual Layout
5	Submission of final cost of works, contribution & compensation, revenue generation	20 days from approval of Schematic Layout
6	Submission of complete Draft TPS to the Authority for Publication & receiving Objections and Suggestion under MTCP Act	10 days from approval of Final Cost of Works
7	Submission of revisions in Draft TPS based on the objections / suggestions received under MTCP Act	30 days from last date of receiving objections and suggestions
8	Assist in Submission of Draft TPS for Submission to State Government (Authority to Government)	10 days from receiving approval on the revised draft TPS from the authority
9	Revision as per the suggestions received from State Government	30 days from receiving inputs from the State Government

1. The Consultant for above tasks shall submit the Reports/Maps covering the aspects in a suitable scale and format as per the document “Pilot on Formulation of Local Area Plan & Town Planning Scheme” by Ministry of Housing and Urban Affairs (MoHUA), with the prior permission of Authority. The scale can be modified to suite the requirements of the drawings and its production on various paper sizes. Preferably, the hard copy of the report shall be in A4/A3 paper size with scaled drawings of max A0 size.:

- a. The Report is required to be submitted in Hard Copy as well as in Soft Copy format. In addition, drawing shall be separately submitted in AutoCAD and GIS format. The Consultant shall ensure about the fonts used in maps, drawing etc. shall be easily printable.
  - b. The presentation in Power Point shall have to be prepared and submitted to Town Planning Department (TPD) on each Task/Report/Findings along with Summary, abstract, website information, etc.
  - c. The Consultant shall ensure that the names of key locations, places, areas, structures, landmarks, roads, etc. shall also be English language.
  - d. In case of any dispute / confusion / ambiguity / discrepancy arising out of the requirement of work-output format, the requirement of drawings, formats, etc. as per TPD's requirements to prepare TPS under Development Scheme shall be final and TPD's decision shall be binding on all parties.
  - e. The Consultant shall complete various stages of the work in accordance with the Time
2. Schedule as given hereinafter and TPD shall affect payment to the Consultant in accordance with the schedule of payment as mentioned above.

#### **D. Deliverables Schedule for LAP**

The following timeline will be adopted for deliverables as mentioned in the Scope of Work for LAP. The Timeline for the deliverables will be based on the project inception date determined by the authority – "T"

No.	Deliverables	Timeline
1	Submission of Inception Report (Highlight the Approach & Methodology and Work plan of preparing LAP)	T + 10 days
2	Submission of Existing Situation Analysis	T + 30 days
3	Submission of Conceptual layout including Road Network, Built form, amenities, Greens & other Proposals for Public & Private Realm	T + 70 days
4	Submission of Schematic Layout plan with Area specific Built Form & Regulations	30 days from approval of Conceptual Layout
5	Submission of final cost of works, contribution & compensation, revenue generation	20 days from approval of Schematic Layout
6	Submission of complete Draft LAP to the Authority for Publication & receiving Objections and Suggestion under MTCP Act	10 days from approval of Final Cost of Works
7	Submission of revisions in Draft LAP based on the objections / suggestions received under MTCP Act	30 days from last date of receiving objections and suggestions

8	Assist in Submission of Draft LAP for Submission to State Government (Authority to Government)	10 days from receiving approval on the revised draft LAP from the authority
9	Revision as per the suggestions received from State Government	30 days from receiving inputs from the State Government

1. The Consultant for above tasks shall submit the Reports/Maps covering the aspects in a suitable scale and format as mentioned in the Scope of work with prior permission of Authority.
2. The Consultant for above tasks shall submit the Reports/Maps covering the aspects in a suitable scale and format as per the document “Pilot on Formulation of Local Area Plan & Town Planning Scheme” by Ministry of Housing and Urban Affairs (MoHUA), with the prior permission of Authority. The scale can be modified to suite the requirements of the drawings and its production on various paper sizes. Preferably, the hard copy of the report shall be in A4/A3 paper size with scaled drawings of max A0 size:
  - a. The Report is required to be submitted in Hard Copy as well as in Soft Copy format. In addition, drawing shall be separately submitted in AutoCAD and GIS format. The Consultant shall ensure about the fonts used in maps, drawing etc. shall be easily printable.
  - b. The presentation in Power Point shall have to be prepared and submitted to TPD on each Task/Report/Findings along with Summary, abstract, website information, etc.
  - c. The Consultant shall ensure that the names of key locations, places, areas, structures, landmarks, roads, etc. shall also be English language
  - d. In case of any dispute / confusion / ambiguity / discrepancy arising out of the requirement of work-output format, the requirement of drawings, formats, etc. as per TPD’s requirements to prepare TPS under Development Scheme shall be final and TPD’s decision shall be binding on all parties.
  - e. The Consultant shall complete various stages of the work in accordance with the Time
3. Schedule as given hereinafter and TPD shall effect payment to the Consultant in accordance with the schedule of payment as mentioned above.

**E. Payment Schedule**

The following timeline will be adopted for payment for each stage of Deliverables as mentioned in the deliverable schedule for TPS and LAP.

1	Approval of Inception Report for TPS & LAP	10%
2	Approval of Existing Situation Analysis	10%
3	Approval of Conceptual layout including Rod Network, Built form, amenities, Greens & other Proposals for Public & Private Realm	10%
4	Approval of Schematic Layout plan with Area specific Built Form & Regulations and final cost of works, contribution & compensation, revenue generation	15%
5	Approval of Draft TPS & LAP for the Authority for Publication & receiving Objections and Suggestion	15%
6	Approval of revisions in Draft TPS & LAP based on the objections / suggestions received and Approval of Draft TPS & LAP by Authority for Submission to State Government	20%
7	Revision as per the suggestions received from State Government	20%



## 5 FRAUD AND CORRUPT PRACTICES

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- a. The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Bid without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Earnest Money Deposit or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Applicant’s Bid.
- b. Without prejudice to the rights of the Authority under Clause 5.a hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Consultant,
- c. as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- d. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
  - a) “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;
  - (i) “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
  - (ii) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;

- (iii) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (iv) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

## **6 PRE-BID MEETING**

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- 6.1.1 Pre-Bid Meeting of the Applicants shall be convened at the designated date, time and place. Only those Applicants, who have purchased the RFP document or downloaded the same from the Official Website of the Authority, shall be allowed to participate in the Pre-Bid Meeting. A maximum of two representatives of each Applicant shall be allowed to participate on production of an authority letter from the Applicant.
- 6.1.2 During Pre-Bid Meeting, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority 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.
- 6.1.3 Minutes of Pre-Bid meeting and common set of deviations will be part of bid document. Applicant must submit it along with technical proposal otherwise his financial bid will not be opened.

## **7 MISCELLANEOUS**

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- 7.1.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Imphal shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 7.1.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- (i) Suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
  - (ii) Consult with any Applicant in order to receive clarification or further information;
  - (iii) Retain any and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- 7.1.3 It shall be deemed that by submitting the Bid, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- 7.1.4 All documents and other information supplied by the Authority or submitted by a Applicant shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.
- 7.1.5 The Authority reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

## **8 DISPUTE RESOLUTION**

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### **8.1 Amicable Resolution**

- 8.1.1 Save where expressly stated to the contrary in this RFP, any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this RFP (the "Dispute") shall in the first instance be attempted to be resolved amicably in accordance with the procedure set forth in Clause 8.2.1 below;
- 8.1.2 Either Party may require such Dispute to be referred to the TPO of TPD and Chairman of Board of Directors of the Agency, for amicable settlement. Upon such reference, the two shall meet at the earliest mutual convenience and in any case within 30 (Thirty) days of such reference to discuss and attempt to amicably resolve the Dispute, as evidenced by the signing of written terms of settlement within 30 (Thirty) days of such meeting or such longer period as may be mutually agreed by the Parties. If the Dispute is not amicably settled within 30 (Thirty) days (or such longer mutually agreed period) of such meeting between the two, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 8.2 below.

### **8.2 Arbitration**

#### **8.2.1 Procedure**

Subject to the provisions of Clause 8.1, any dispute, which is not resolved amicably, the same shall be referred to the Commissioner (MAHUD), Government of Manipur, who shall act as sole arbitrator. The decision of the sole arbitrator shall be final & binding on the parties. The Arbitration shall be governed by the provisions of the (Indian) Arbitration and Conciliation Act, 1996.

#### **8.2.2 Place of Arbitration**

The place of arbitration shall be Imphal only and the jurisdiction of the Courts of Imphal shall prevail.

#### **8.2.3 Language of Arbitration**

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

#### **8.2.4 Enforcement of Award**

The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the provisions of the Arbitration and Conciliation Act 1956 subject to the rights of the aggrieved parties to secure relief from any higher forum.

#### **8.2.5 Performance during Arbitration**

Pending the submission of and / or decision on a dispute and until the arbitral award is published; the Parties shall continue to perform their respective obligations under this Agreement, without prejudice to a final adjustment in accordance with such award.

#### **8.2.6 Fees and Expense**

The fees and expenses of the arbitrators and all other expenses of the arbitration shall be initially borne and aid by respective Parties subject to determination by the arbitrators.

### **8.3 Jurisdiction and Governing Law**

The Parties further agree that the terms and provisions of this Agreement will be governed by and construed in accordance with the laws of the Republic of India and in case of dispute the courts of Imphal shall have exclusive jurisdiction.

## 9 APPENDIX I - TECHNICAL PROPOSAL SUBMISSION FORMS

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The applicant shall submit their proposal in the formats provided herein only. A proposal which does not adhere to the formats provided herein shall be summarily rejected.

The technical proposal is to be submitted in a sealed Envelope

### Checklist of Submissions

TECH-1	Proposal Submission Form
TECH-2	Particulars of the Applicant
TECH-3	Statement of Legal Capacity
TECH-4	Power of Attorney
TECH-5	Format for Anti-Collusion Certificate
TECH-6	Format for project undertaking
TECH-7	Format for affidavit
TECH-8	Financial Capacity of the Applicant
TECH-9	Particulars of Proposed Key Personnel
TECH-10	Relevant project experience (with summary)
TECH-11	Relevant project experience of Key Personnel
TECH-12	Curriculum Vitae (CV) of Key Personnel
TECH-13	Financial Proposal

**TECH-I – Proposal Submission Form**

*[On the Letter Head of the Applicant]*

(Date and Ref)

To,  
The Chief Town Planner,  
Town Planning Department,  
Government of Manipur.

**Sub:** Request for Selection of Consultant for providing Planning Services for preparation of Town Planning Scheme and Local Area Plan under Development Scheme in Imphal, Manipur

Dear Madam,

With reference to your RFP Document dated ....., I/we, having examined RFP documents and all other relevant documents and understood their contents, hereby submit our Proposal/ Bid for " Request for Proposal (RFP) for Selection of Consultant for providing Planning Services for preparation of Town Planning Scheme and Local Area Plan under Development Scheme in Imphal, Manipur. This proposal is unconditional and unqualified.

1. I/We acknowledge that TPD will be relying on the information provided in the Proposal/ Bid and the documents accompanying the Bid for the aforesaid purpose and I/we certify that all information provided in the Proposal/ Bid and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
2. I/We shall make available to TPD any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
3. I/We acknowledge the right of TPD to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
4. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project/assignment or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
5. I/We declare that:
  - a) I/We have examined and have no reservations to the RFP Documents, including any Addendum which may be issued by TPD;
  - b) I/We do not have any conflict of interest in accordance with the terms set forth in this RFP document.
  - c) I/We 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 this RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with TPD or any other public sector enterprise or any government, Central or State; and



- d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of this RFP document, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
6. I/We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the consultant, without incurring any liability to the Applicants in accordance with the RFP document.
7. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Assignment or which relates to a grave offence that outrages the moral sense of the community.
8. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any Department of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
9. I/We 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.
10. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by TPD [and/ or the Government of India/Manipur] in connection with the selection of consultant or in connection with the selection process itself in respect of the above mentioned Assignment.
11. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, I/we shall have any claim or right of whatsoever nature if the Assignment is not awarded to me/us or our proposal is not opened or rejected.
12. I/We agree to keep this offer valid for six months from the Bid Due Date specified in the RFP.
13. A Power of Attorney in favor of the authorized signatory to sign and submit this Proposal and documents is attached herewith in format provided at TECH-4.
14. In the event of my/our firm being selected as Empaneled Consultant, I/we agree to enter into the Consultancy Agreement with TPD for the said Assignment in such manner as set out in the RFP Document.
15. I/We have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Consultancy Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by TPD or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Assignment.
16. The Technical Proposal shall constitute the Application made in response to the RFP and shall be binding on us.
17. I/We 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.
18. I/We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it would lead to our disqualification.
19. I/We agree and understand that this Proposal is subject to the provisions of the RFP documents. In no case, I/We shall have any claim or right of whatsoever nature if the Assignment is not awarded to me/us or our Bid is not opened.

20. I/We agree and undertake to abide by all the terms and conditions of the RFP document.

In witness thereof, I/we submit this Bid/ Proposal under and in accordance with the terms of the RFP document

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the Applicant)

## TECH-2 - PARTICULARS OF THE APPLICANT

1	Title of Assignment: <b>Selection of an Urban Planning Consultant for preparation of Town Planning Scheme (TPS) and Local Area Plan (LAP) in Imphal, Manipur</b>
2	<p><b>Details of Applicant:</b></p> <p>Name of Applicant:</p> <p>Brief description of the Applicant:</p> <p>Country of Incorporation/Registration:</p> <p>Date of incorporation and / or commencement of business:</p> <p><b>Contact and Communication Details:</b></p> <p>Name, Designation, Address and Phone Nos. etc. of Authorized Signatory of the Applicant:</p> <p>a) Name &amp; Designation:</p> <p>b) Company:</p> <p>c) Address:</p> <p>d) Telephone No. &amp; E-mail Address:</p> <p>Details of individual (s) who will serve as the point of contract / communication for TPD within the Company</p> <p>a) Name:</p> <p>b) Designation:</p> <p>c) Address:</p> <p>d) Telephone No.</p> <p>e) E-mail address:</p>
3	<p>Has the Applicant been blacklisted by any Government department/Public Sector Undertaking in the last five years? <i>Yes/No</i></p> <p>Has the Applicant suffered bankruptcy/insolvency in the last five years? <i>Yes/No</i></p> <p>Note: If the answer for the above two questions is “yes”, the Applicant is not eligible for this consultancy Assignment.</p> <p>Provide specific information on termination for default, litigation settled, or judgments entered within the last five (5) years, and civil judgments or criminal convictions for false claims within the last five (5) years.</p>
	<p>(Signature, name and designation of the authorized signatory)</p> <p>For and on behalf of .....</p>

### TECH-3 - STATEMENT OF LEGAL CAPACITY

*(To be forwarded on the letter head of the Applicant)*

Ref.

Date:

To,  
The Chief Town Planner,  
Town Planning Department,  
Government of Manipur.

Dear Madam,

**Sub:** Selection of Consultant for providing Planning Services for preparation of Town Planning Scheme (TPS) and Local Area Plan (LAP) under Development Scheme in Imphal, Manipur

I the undersigned, hereby confirm and satisfy the terms and conditions laid down in the RFP document.

I agree that ..... (Insert individual's name) will act as our Authorized Representative on our behalf and has been duly authorized to submit our Proposal. Further, the authorized signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf of.....

#### TECH-4 - POWER OF ATTORNEY

*(On a Stamp Paper of relevant value)*

Know all men by these presents, we, ..... (name of Applicant and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr / Ms..... son/daughter/wife of ..... and presently residing at ....., who is presently employed with us and holding the position of ..... as our true and lawful attorney (hereinafter referred to as the “Authorized Representative”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for Selection of Consultant for providing Planning Services for preparation of Town Planning Scheme and Local Area Plan in Imphal, Manipur, including but not limited to signing and submission of all applications, proposals/bids and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to TPD, representing us in all matters before TPD, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with TPD in all matters in connection with or relating to or arising out of our Proposal for the said Assignment and/or upon award thereof to us till the entering into of the Agreement with TPD.

AND GENERALLY to act as our Attorney or agent in relation to the Proposal for Selection of Consultant for providing Planning Services for preparation of Town Planning Scheme and Local Area Plan in Imphal, Manipur and on our behalf to execute and do all instruments, acts, deeds, matters and things in relation to the said Proposal or any incidental or ancillary activity, as fully and effectually in all respects as we could do if personally present.

AND We hereby for ourselves, our heirs, executors and administrators, ratify and confirm and agree to ratify and confirm all acts, deeds and things whatsoever lawfully done or caused to be done by our said Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ..... THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 2021

For .....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarised      Accepted

.....

(Signature, name, designation and address of the Attorney)

**Notes:**

*The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 100 (one hundred) and duly notarized by a notary public.*

*Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*

*For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, Applicants from countries that have signed the Hague Legislation Convention, 1961 need not get their Power of Attorney legalized by the Indian Embassy if it carries a conforming Apostille certificate.*

***(You can print the Power of Attorney on a stamp paper of the same value of your country and then get legalised by the Indian Embassy.)***

**TECH-5 - FORMAT FOR ANTI-COLLUSION CERTIFICATE**

**Selection of Consultant for providing Planning Services for preparation of Town Planning Scheme (TPS) and Local Area Plan (LAP) under Development Scheme in Imphal, Manipur**

**Anti-Collusion Certificate**

I/We hereby certify and confirm that in the preparation and submission of this RFP, we have not acted in concert or in collusion with any other Applicant or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive, restrictive or monopolistic trade practice.

I/We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with this RFP.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_, 2021

Name of the Applicant

\_\_\_\_\_

Signature of the Authorised Person

\_\_\_\_\_

Name of the Authorised Person

**TECH-6 - FORMAT FOR PROJECT UNDERTAKING**

**Selection of Consultant for providing Planning Services for preparation of Town Planning Scheme (TPS) and Local Area Plan (LAP) in Imphal, Manipur**

Ref.

Date:

To,  
The Chief Town Planner  
Town Planning Department (TPD),  
Government of Manipur.

**Sub:** Selection of Consultant for providing Planning Services for preparation of Town Planning Scheme (TPS) and Local Area Plan (LAP) in Imphal, Manipur (RFP) ('Assignment')

I/We have read and understood the RFP Document in respect of the captioned Assignment provided to us by Town Planning Department, Government of Manipur (TPD).

I/We hereby agree and undertake as under:

- a) Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our bid/proposal, we hereby represent and confirm that our bid/ proposal is unconditional in all respects.
- b) I/We are not barred by Government of India, Government of Manipur, or any state government or any of their agencies from participating in similar projects.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_, 2021.

Name of the Applicant

\_\_\_\_\_

Signature of the Authorised Person

\_\_\_\_\_

Name of the Authorised Person



**TECH- 7 - Format for Affidavit**

**Selection of Consultant for providing Planning Services for preparation of Town Planning Scheme (TPS) and Local Area Plan (LAP) in Imphal, Manipur**

*(Affidavit should be executed on a Non-Judicial stamp paper of Rs 100/- or such equivalent document duly attested by Notary Public)*

1. I, the undersigned, do hereby certify that all the statements made in the RFP and other documents incidental and in relation thereto are true and correct.
2. The undersigned also hereby certifies that neither our firm M/s..... nor any of its directors / constituent partners have abandoned any work in India and / abroad nor any contract awarded to us for such works have been terminated for reasons attributed to us, during last five years prior to the date of this application nor have been barred by any agency of Government of India (GOI) or Government of Manipur (GOS) from participating in any projects.
3. The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary as requested by Town Planning Department, Government of Manipur (TPD) to verify this statement or regarding my (our) competence and general reputation.
4. The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the TPD.

Signed by an authorized officer of the firm

Designation of officer

Name of Firm

Date:

*(You can print the affidavit on a stamp paper of the same value of your country and then get legalised by the Indian Embassy)*

## TECH-8 - FINANCIAL CAPACITY OF THE APPLICANT

S. No.	Financial Year	Annual Turnover from providing Planning consultancy (In Rs. lakh)
1.	2019-20	
2.	2018-19	
3.	2017-18	

**Certificate from the Statutory Auditor<sup>\$</sup>**

**This is to certify that ..... (name of the Applicant) has received the payments shown above against the respective years on account of professional fees for projects as presented in Appendix attached hereto.**

**Name of the audit firm:**

**Seal of the audit firm**

**Date:**

**(Signature, name and designation of the authorized signatory)**

<sup>\$</sup> - In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

This certificate shall be accompanied by Appendix attached hereto.

## TECH-9 - PARTICULARS OF PROPOSED KEY PERSONNEL

#	Key Personnel – Current Position and Proposed Position	Name	Education Qualification	Professional Experience (Years)	Employment Profile		Experience in Similar Projects
					Name of Firm	Employed Period (From – To)	
1	Team Leader						
2	Urban Planner -1						
3	Urban Planner -2						
4	Urban Designer						
5	Infrastructure Planner / Engineer						
6	GIS Expert						

*Note: Provide CV of each key personnel as proposed above in TECH-12. In case, the CV as per TECH-12 is not provided, the respective Key Personnel shall not be considered for evaluation.*

Date:..... (Signature and name of the authorized signatory of the Applicant) .....

**TECH-10 - RELEVANT PROJECT (WITH SUMMARY) OF THE APPLICANT**

Using the format below, provide information on relevant project(s) experience for which your consultancy was legally contracted for carrying out services similar to the ones requested under this Assignment during last 5 years ending March, 2021.

Sl. No	Relevant Projects as per Section 3	Start Date of Services	End Date of Services	Scope of Work Performed by the Firm	Client Details	Project Completion Certificate (Yes/No)
1						
2						
3						
4						
5						
6						
Note: The Applicant need to submit the notarized copy of the work order and completion certificate from respective client for each project in support their claim						

**Notes:**

- Use separate sheet in the prescribed format given below for each relevant experience. (The relevant projects have been defined in Section 3 of this RFP).
- The certification of project experience shall be issued by concerned agency or client. The Applicant should furnish adequate evidence to support its claim of Relevant Experience detailed in Bid Response Sheets. The experience of projects under proposal stage or designing stage shall not be considered for technical qualification. Projects with valid project experience certificate shall only be considered during evaluation.
- The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Applicant.
- Only completed projects shall be considered for evaluation.**

**PRESCRIBED FORMAT FOR EACH RELEVANT PROJECT(S) EXPERIENCE.**

Name of Applicant:	
Name of the Project:	
Project Type :	
Description of services performed by the Applicant firm:	
Name of Client and Address: (Indicate whether public or private entity)	
Name, telephone no. and fax no. of client's representative:	
Estimated Capital Cost of Project (in Rs. lakhs):	
Area of project (in Hectare)	
Start date and finish date of the services (month/year):	
Proof / Certificate from client	
Salient Features of the Project including the list of project components:	
Salient Features of the services Provided:	

Signed by an authorized officer of the firm

Designation of officer

Name of Firm

Date:

**TECH-11 - Relevant Project Experience of Key Personnel**

Name of Key Personnel:	
Designation of Key Personnel:	
Name of the Project:	
Project Features	
Name of Consulting Firm where employed:	
Name of Client and Address: (indicate whether public or private)	
Name, telephone no. and fax no. of client's representative:	
Estimated capital cost of the Project (in INR Rs. crore):	
Start date and finish date of the services (month/ year):	
Brief description of the Project:	
Description of the role and services provided by the key personnel:	
It is certified that the aforesaid information is true and correct to the best of my knowledge and belief. (Signature and name of Key Personnel)	

**Notes:**

1. Use separate sheet for each eligible project.
2. The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Key Personnel.
3. The Applicants must provide the necessary information as per the provided sheet above.
4. The Applicants shall self-attach their CV's and experience letters.

## TECH-12 - CURRICULUM VITAE (CV) OF KEY PERSONNEL PROPOSED FOR ASSIGNMENT

1. **Proposed Position** *[only one candidate shall be nominated for each position]:*
2. **Name of Firm** *[Insert name of firm proposing the staff]:*
3. **Name of Staff** *[Insert full name]:*
4. **Date of Birth:** **Nationality:**
5. **Education** *[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:*
6. **Membership of Professional Associations:**
7. **Other Training** *[Indicate significant training since degrees under 5 - Education were obtained]:*
8. **Countries of Work Experience:** *[List countries where staff has worked in the last ten years]:*
9. **Languages** *[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:*
10. **Employment Record and Work Experience** *[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, position held, projects worked upon and respective, roles and services.]:*

From [Year]:      To [Year]:	Project 1.....	role and services
Employer:	Project 2.....	role and services
Positions held:	Project 3.....	role and services
	Project .....	role and services

## 11. Detailed Tasks Assigned

[List all tasks to be performed under this Assignment]

## 12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]

Name of assignment or project:

Year:

Location:

Client:

Main project features:

Positions held:

Activities performed:

**13. Whether a Permanent Employee of the Applicant for more than one year: Yes / No**

**14. Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

---

[Signature of staff member or authorized representative of the staff]

---

Date: Day/Month/Year

Place.....

(Signature and name of the Key Personnel)

(Signature and name of the authorized signatory of the Applicant)

**Notes:**

1. Use separate form for each Key Personnel.
2. The names and chronology of assignments included here should conform to the assignment-wise details as mentioned in earlier format.
3. Each page of the CV shall be signed in ink by both the Personnel concerned and by the Authorized Representative of the Applicant firm along with the seal of the firm. Photocopies will not be considered for evaluation.

***It is allowed to use Scanned Signatures of Personnel and countersigned by the authorised Signatory in original. The originally signed CV shall be produced during negotiations, if successful.***



**TECH-13 – FINANCIAL PROPOSAL**

(Refer to Clauses 2.2.2, 3.4 and 3.5 of the Request for Proposal)

No.	Item	Rate Per Hectare (in INR) in Lakhs
1	Rate for planning TPS per Hectare (this includes all the tasks as explained in the Scope of Work)	
2	Rate for planning LAP per Hectare (this includes all the tasks as explained in the Scope of Work)	

(Signature and name of the authorized signatory)

***Note:***

**Financial Proposal (Tech-13 of Appendix-I) has to be online submission only.**

## 10 APPENDIX II - LOCATION MAPS OF THE TENTATIVE SITES

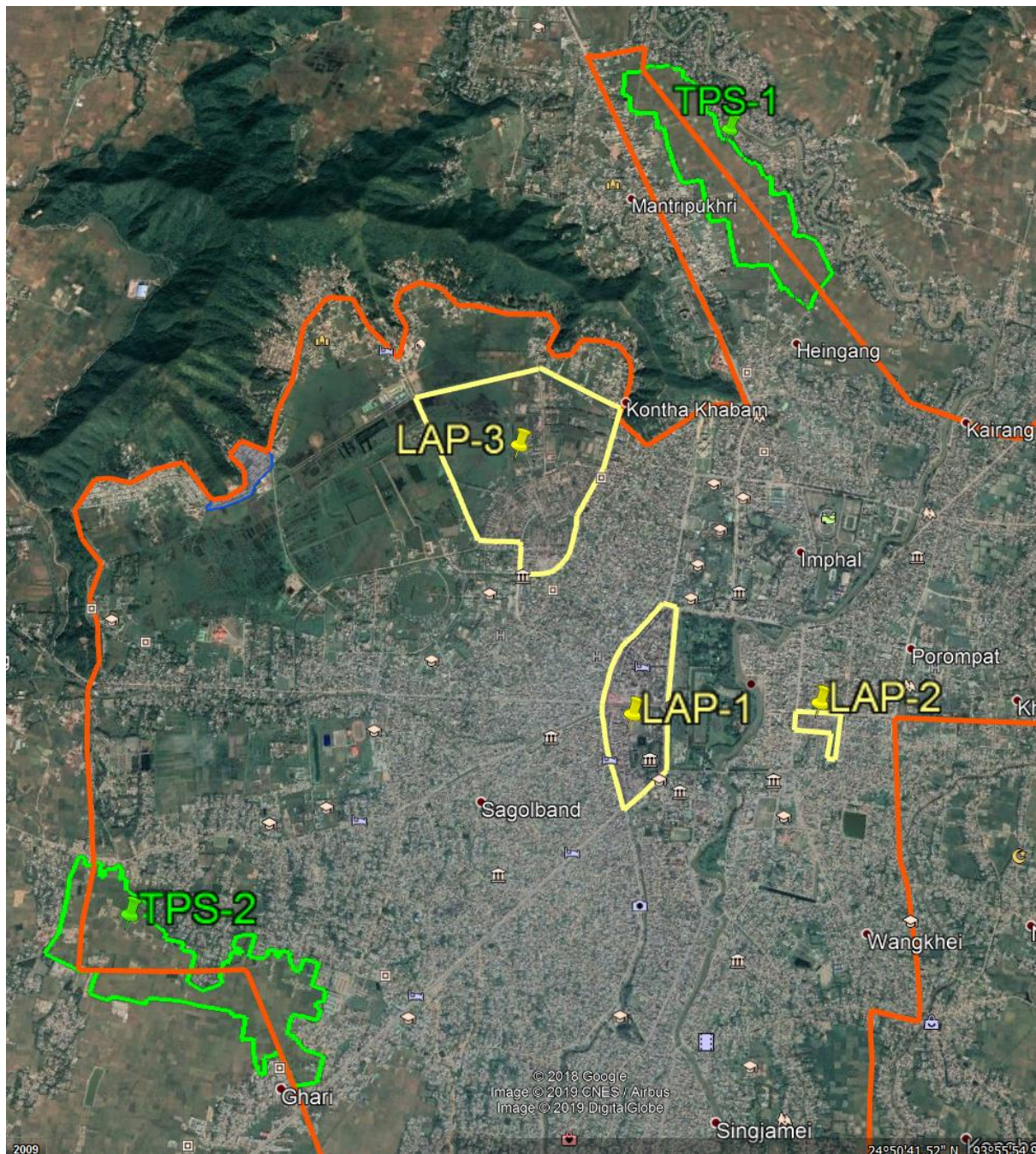


Figure 1-LAP & TPS Sites



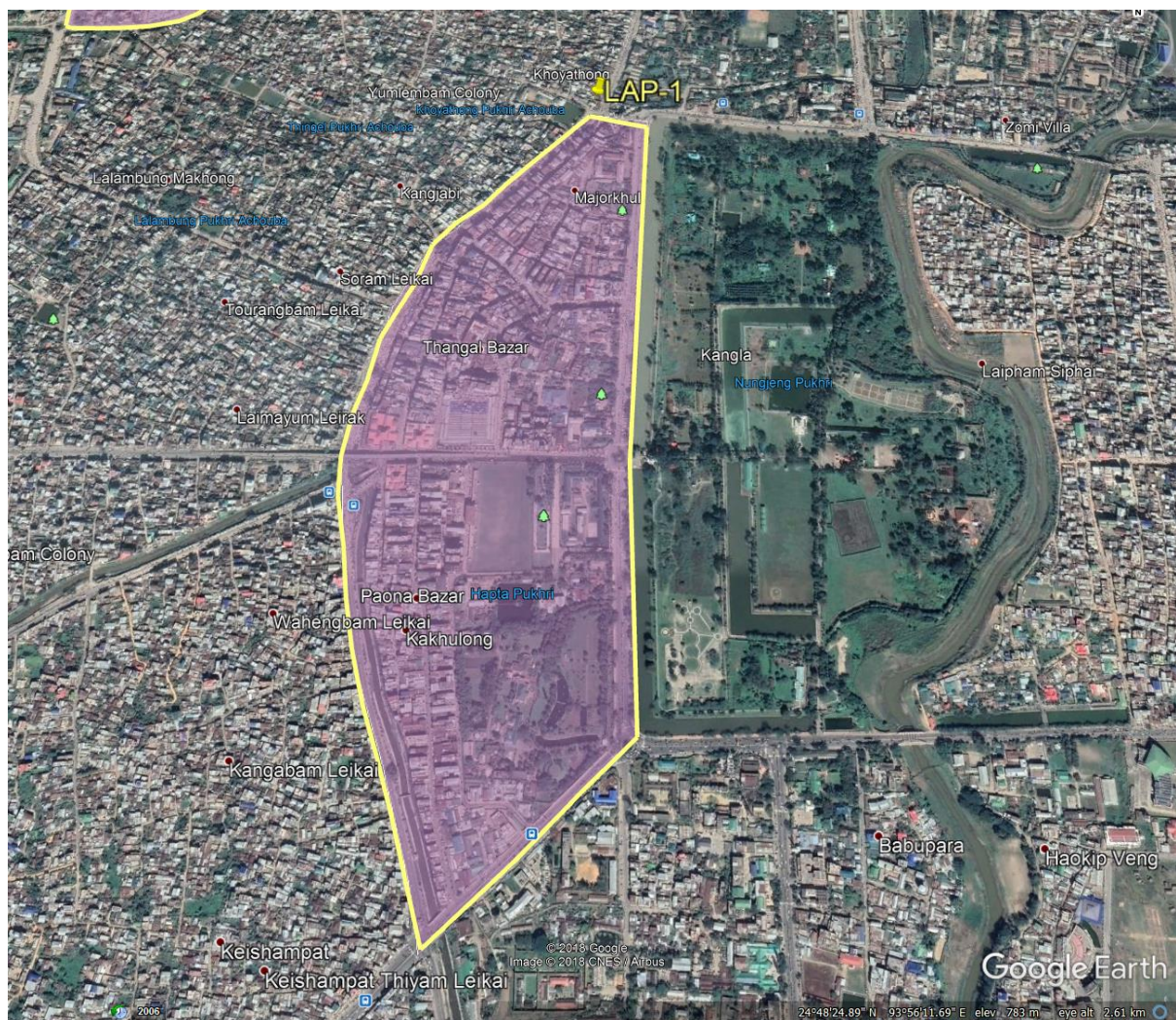


Figure 2-LAP 1





Figure 3-LAP-2



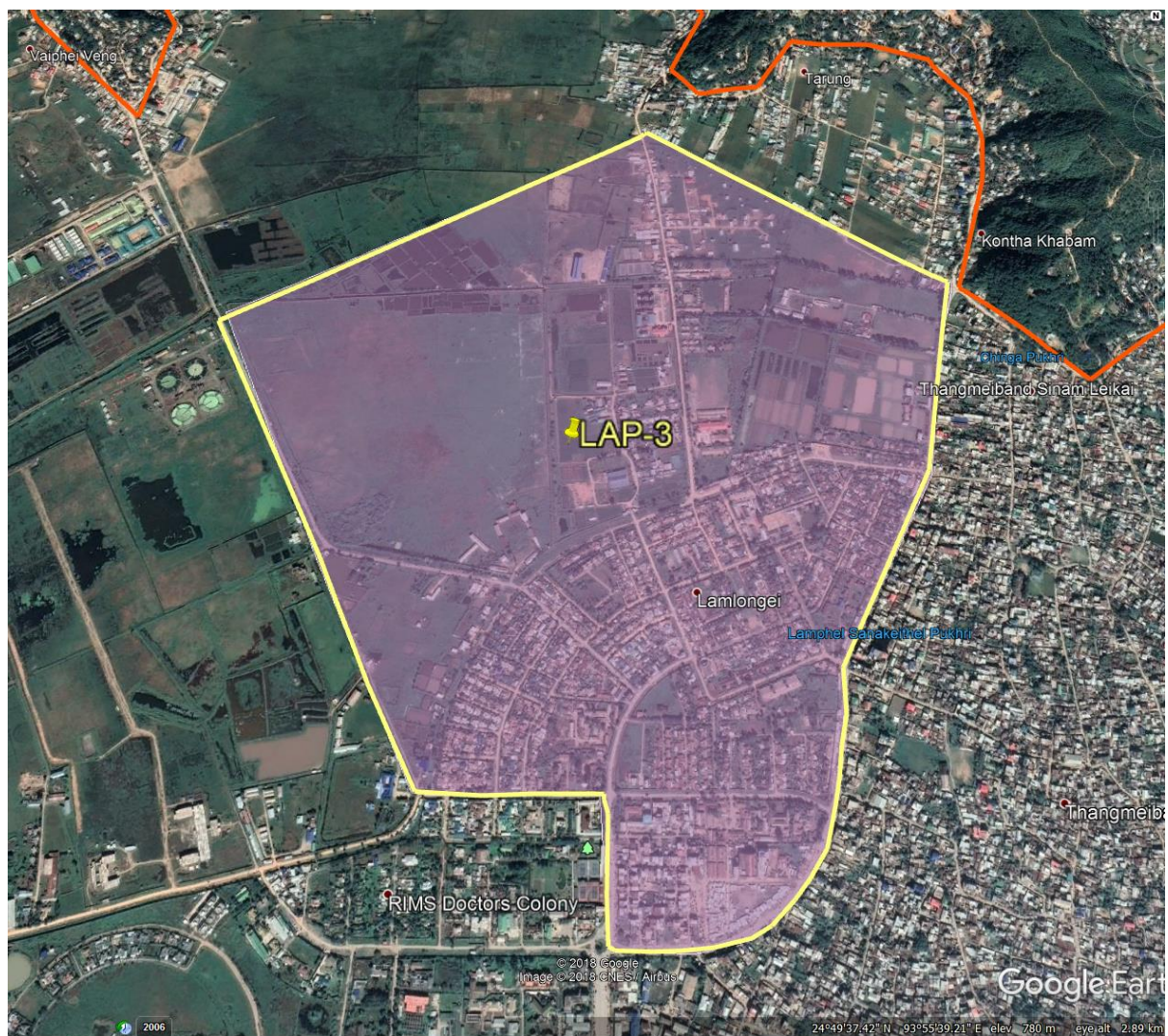


Figure 4-LAP-3



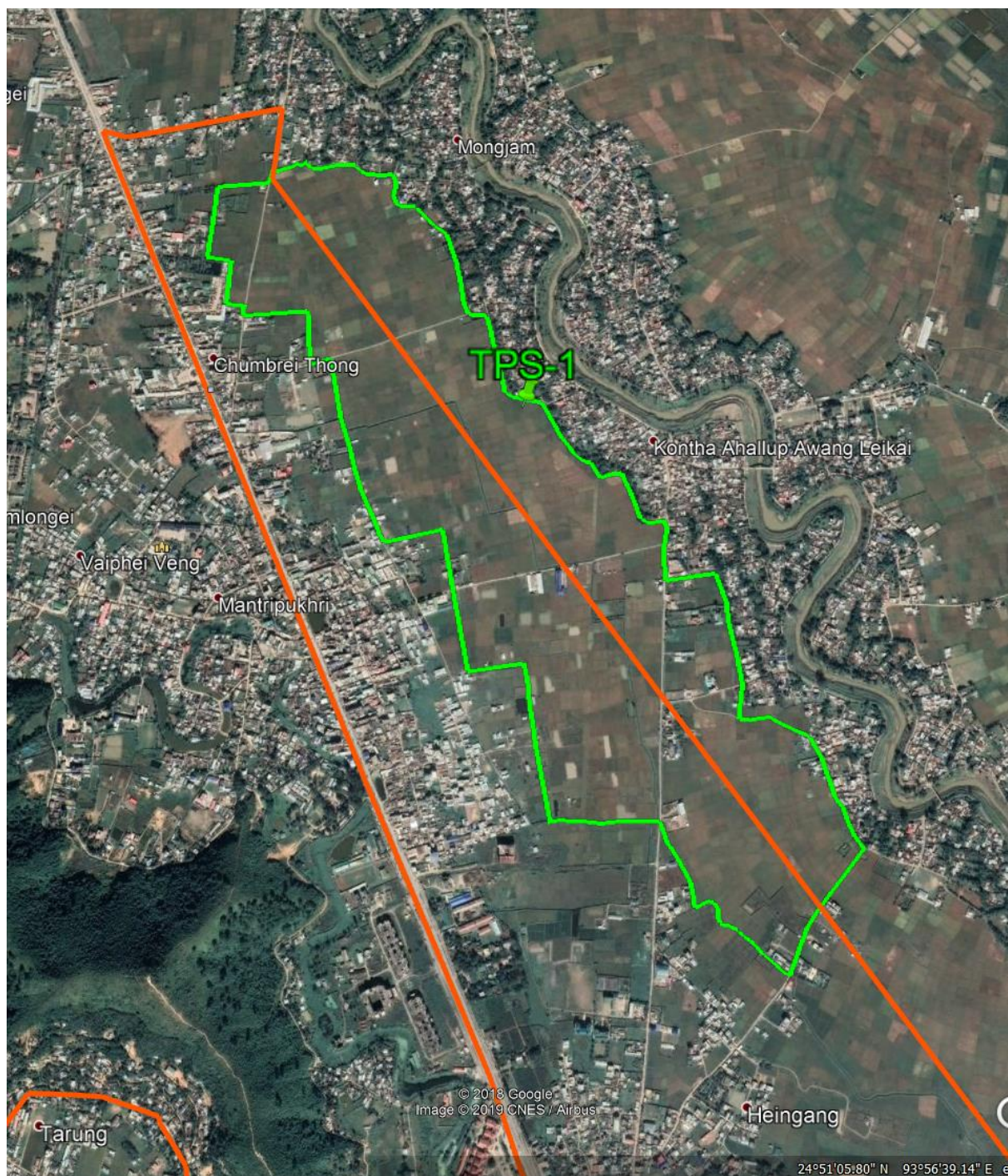


Figure 5-TPS-1



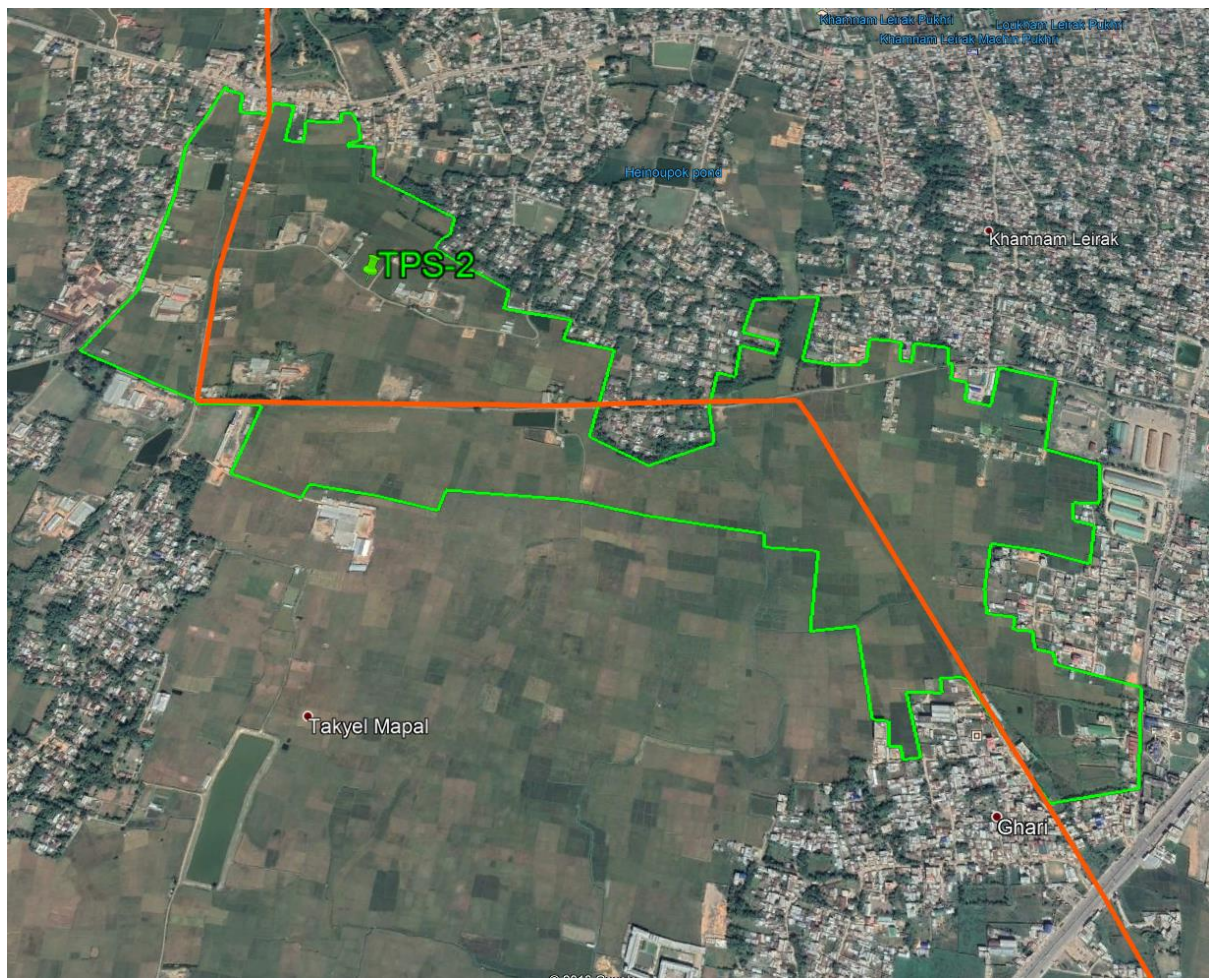


Figure 6-TPS-2