

**Request for Proposal for Appointment of an Urban Planning Consultancy Firm/ HR Agency as
Service Provider for providing the services of 10 Urban Planners**

Town Planning Department
Directorate Complex, North A.O.C, Imphal, Manipur
Email: tpmanipur@gmail.com,
Website: www.tpmanipur.mn.gov.in

DISCLAIMER

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.

DEFINITION OF TERMS

“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 etc.

BIDDER'S DATA SHEET

No.	Particulars	Details
1	Name of the Client inviting RFP	Town Planning Department, Government of Manipur.
2	Name of the Assignment	Appointment of an Urban Planning Consultancy Firm/ HR Agency as Service Provider for providing the services of 10 Urban Planners
3	Mode of Bidding	Online through website https://manipurtenders.gov.in
4	Date of Issue of RFP	16.01.2024
5	Last date of receiving Pre-Bid queries	24.01.2024
6	Date of Pre-bid meeting	25.01.2024 at 1:00 PM. Venue: Town Planning Department, Imphal, Manipur
7	Authority's response to queries	Within 3 working days after the Pre-Bid Meeting.
8	Last date and time of Submission of bid online	On or before 07.02.2024 up to 5:00 P.M.
9	Last date and time of Submission of hard copy documents	On or before 08.02.2024 up to 1:00 P.M.
10	Date and time of opening of Technical Proposal	2:00 P.M of 08.02.2024
11	Opening of Financial Bids	To be informed later.
12	Place of obtaining RFP Documents	The tender can be downloaded from the following websites: www.tpmanipur.mn.gov.in
13	Validity of Bids	60 Days
13	Signing of Agreement	Within 7 days of award of Letter of Award (LOA).

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

1 INTRODUCTION

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.

1.2 Request for proposal

The Authority invites Proposals (the “Proposals”) for Appointment of an Urban Planning Consultancy Firm/ HR Agency as Service Provider for providing the services of 10 Urban Planners 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 above 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

1.5 Validity of Bid

The Bid shall be valid for a period of not less than 60 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 25.01.2024. 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	16.01.2024
2.	Pre-Bid Meeting	25.01.2024 at 1:00 PM
3.	Authority's response to queries	Within 3 working days after the Pre-Bid Meeting.
4.	Submission of RFP Online	Up to 5:00 P.M. of 07.02.2024
5.	Last date and time of submission of hard copy documents	On or before 08.02.2024 up to 1:00 PM
6.	Opening of Technical Bid	At 2:00 P.M. of 08.02.2024
7.	Opening of Financial Bid	To be informed later.
8.	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: tpmanipur@gmail.com,

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

"RFP for Appointment of an Urban Planning Consultancy Firm/ HR Agency as Service Provider for providing the services of 10 Urban Planners "

2. INSTRUCTION TO BIDDERS

2.1 General Information:

- 2.1.1 Town Planning Department, Government of Manipur requires the service of a reputed, well established, financially sound and registered Service Provider to provide supporting staff services by deploying adequately trained and disciplined Urban Planners in Town Planning Department, Directorate Complex, Near 2nd MR. Gate, North AOC, Imphal as per the requirement.
- 2.1.2 The period of contract for providing the aforesaid service will be for 3 years from the date of effectiveness of the contract. The contract may be extended or terminated on mutual consent depending upon the performance of the Service Provider and at the discretion of the authority. The authority reserves the right to terminate the contract at any time after giving 30 days' notice to the service Provider.

2.2 Eligibility Criteria:

No.	Eligibility Criteria	Supporting documents to be furnished
1	The bidder should be registered under appropriate authority, such as <ul style="list-style-type: none"> Registered under the Companies Act 2013 Registered under the Indian Partnership Act 1932 Registered under the Indian Trusts Act 1882 Registered under the Societies Registration Act 1860. Registered under the Limited Liability Partnership Act 2008. 	Certificate of Incorporation/Registration
2	The bidder must be at least five years in business (up to the last date of submission of bid)	Certificate of Incorporation/Registration
3	The agency should not have been blacklisted by any Central / State government, or any other public sector undertaking or a corporation as on the date of this RFP	An undertaking to this effect to be furnished by the bidder as per the prescribed format [Form – Tech 4]
4	Other Statutory Documents: (Firms without the three Statutory Documents shall be summarily rejected)	Copies of: <ul style="list-style-type: none"> PAN, GSTIN, IT returns for last three assessment years

5	Financial Capability:	Average Annual Gross Revenue of Rs 15 lakh or more over the three financial years (2020-21, 2021-22 & 2022-23) (Tech 2)
6	Joint Ventures are not allowed to collectively bid for the project.	

2.3 Submission of Bid:

The proposals complete in all respect as specified must be accompanied with a non-refundable amount Rs 10,000/- (Rupees Ten Thousand Only) towards **Bid Processing Fee** and **EMD** of Rs. 1,00,000/- (Rupees One Lakh only) in the form of **Demand Draft** in favour of "Chief Town Planner", drawn in any scheduled commercial bank and payable at Imphal failing which the bid will be outrightly rejected. Hard Copies of the Technical Bid should be sent through Speed Post/Registered Post/ Courier so as to reach the authority by Scheduled **Date and time**.

The authority will not be responsible for any postal delay. Bids without bid processing fee and EMD shall be rejected. Bids submitted after due date will be summarily rejected. EMD of unsuccessful bidders will be returned without interest after the award of Contract.

2.4 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 and changes thereof, RFP document and its supporting documents, the applicant shall visit the website **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.

2.5 Format and Signing of Bid

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.

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.

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.

2.6 Sealing and Marking of Bids

The Applicant shall submit the Qualification Proposal in the format specified at **Appendix-1** (Technical Proposal Submission Forms) 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.

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 as "**Qualification Proposal**"

Each Qualification Proposal envelope shall contain:

- a) Qualification Proposal in the prescribed format **Appendix-1** along with Annexures and supporting documents;
- b) Copy of Completion Certificate / Work order / Reference of person under whom jobs are executed / any other document in support of successful completion of job
- c) copy of Memorandum and Articles of Association, if the Applicant is a body corporate;
- d) 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/ soft copy 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.

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.

2.7 Technical Proposal

Applicants shall upload the technical proposal in the formats at **Appendix-1** (Technical Proposal Submission Form).

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 (**Tech 7**);
- 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 by the respective Personnel and countersigned by the Applicant. Unsigned / not countersigned CVs shall be rejected;
- h) Professional Personnel proposed have good working knowledge of English language;

Failure to comply with the requirements spelt out in RFP 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 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.
- c) 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.
- d) 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.

2.8 List of Documents for submission

Bidders are required to furnish the following documents along with the Technical Bid:

- a) Covering letter along with power of attorney on the bidder's letter head (**Tech 1 & 3**)
- b) Demand Draft in support of Bid processing fee as applicable
- c) Demand Draft in support of EMD as applicable.
- d) Copy of Certificate of Incorporation of the firm / agency
- e) Copy of GSTIN
- f) Copy of PAN
- g) Copies of IT returns
- h) Undertaking regarding non-blacklisting (On bidder's letterhead, Form **Tech 4,5 & 6**)

Any deviation from the prescribed procedures / required information / formats/ conditions shall result in out-right rejection of the bid. Any conditional bid shall be out- rightly rejected.

All entries along with the pages in the bid document should be legible, filled-in clearly and signed by the authorized representative. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory should be attached.

The EMD shall be forfeited if the successful bidder fails to undertake the work or failsto comply with any of the terms and conditions of the bid.

The bid shall be valid for a period of **60 days** from the date of opening of the bids and no request for any variation in quoted rates and/withdrawal of bids on any ground by the bidder shall be entertained. Validity of the bids can be extended on mutual consent.

To assist in the analysis, evaluation and computation of bids, the authority may ask the bidders individually for clarification of their bids. The request for clarification and the response shall be in writing but no change in the price or substance of the bid offered shall be permitted.

2.9 Submission of Bid

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.

The Authority shall ensure that there are no changes caused in the content of the 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.

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.

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.

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.

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.

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.

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>.

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.

Consultants should be aware that the electronic procurement system does not allow for any interlineations, erasures, or overwriting.

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.

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.

Tender shall be submitted online on the e-tendering portal in 'two electronic envelopes system' within prescribed schedule.

2.10 Bid Due Date

Bid should be submitted at or before the Bid Due Date at the address provided in the manner and form as detailed in this RFP.

The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum. All addendum will be published at the official website of Town Planning Department. www.tpmanipur.mn.gov.in

2.11 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.

2.12 Modifications/Substitutions/Withdrawal of Bid

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.

The modification, substitution, or withdrawal notice shall be uploaded prior to Bid Due date

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.

2.13 Evaluation of Bid

The Authority shall open the Bids on the date as mentioned in the RFP, or as specially specified at the place specified and in the presence of the Applicants who choose to attend.

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 T-1 specified at Appendix-1 (Technical Proposal Submission Forms);
- b) It is received by the Bid Due Date including any extension thereof;
- c) It is signed, sealed, bound together in hard cover and marked as stipulated.
- d) It contains all the information (complete in all respects) as requested in the RFP;
- e) It does not contain any condition or qualification; and

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.

The Authority shall subsequently examine and evaluate Bids in accordance with the Selection Process specified criteria set out in this RFP.

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.

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.

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.

2.14 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.

2.15 Clarifications

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.

If an Applicant does not provide clarifications sought under this Clause 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.

2.16 Joint Venture

No Consortium is allowed to collectively bid for the project.

3. CRITERIA FOR EVALUATION

- 3.1** The Applicants who are shortlisted as per Technical Evaluation framework will be informed about the opening date of the Financial Proposal in writing and on the website i.e., www.tpmanipur.mn.gov.in. The Financial Proposal in the prescribed format **Tech 8** shall be opened in the presence of the shortlisted Applicants who choose to attend.
- 3.2** Quality - 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 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:**

$$S = TS \times 80\% + FS \times 20\%.$$

The firm achieving the highest combined technical and financial score will be invited for negotiations.

- a) 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.
- b) The Applicant who qualifies with the qualification criteria will only be considered for technical and financial proposals.
- c) Only the Applicants who get an Overall Technical score of 70% or more will qualify for financial evaluation stage.
- d) Failing to secure minimum marks shall lead to technical rejection of the Bid.

3.3 Technical evaluation framework

The Applicant will be evaluated for its technical evaluation on the following basis:

No.	Evaluation Criteria	Marks
A	Technical Capability of the Agency in providing HR related activities	50
B	Team Capabilities (10 Urban Planners)	50
Overall Technical Capability of the Agency		100

Important: Qualification criteria for technical evaluation and progression to Financial Evaluation stage.

1. Only the Applicants who get an Overall Technical score of 70% or more will qualify for financial evaluation stage. Failing to secure minimum marks shall lead to technical rejection of the Bid.
2. N.B- 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.

A. Technical Capability of the Firm – 50 marks

No.	Technical Capability of the Agency	Marks
1	Location of its office in Manipur/ NE State	05
2	No. of years in existence (5-7 years: 5 marks, above 7 years: 10 marks)	10
3	Past experience of the Agency in preparation of detail project report for projects implemented by Government of India (1 project: 5 marks and 2 projects: 10 marks)	10
4	Experience of the agency in providing HR related services: a) As service provider for urban missions of the Ministry of Housing and Urban Affairs, Government of India (15 marks) or b) As service provider for the missions implemented by the Central Government. (10 marks)	15
5	Financial Capacity: Average annual gross revenue of the firm over the three financial years (2020-21, 2021-22 & 2022-23) (Rs 15 to 30 lakh: 5 marks and Rs 30 lakh and above: 10 marks)	10
Overall Technical Capability of the Agency		50

4. SCOPE OF WORK, TECHNICAL REQUIREMENTS AND GENERAL TERMS & CONDITIONS

- 4.1 Town Planning Department invites bids from the eligible bidders to provide “**The Manpower Service**” at Directorate Complex, Near 2nd MR Gate, North AOC, Imphal.
- 4.2 The manpower to be deployed for this purpose should be registered under the service provider and must have the required qualifications, experience & relevant knowledge to perform the tasks assigned.
- 4.3 It shall be the responsibility of the Service Provider to verify the qualification and experience of the outsourced manpower. Candidates will be liable for performing the defined responsibilities assigned by the authority from time to time. The authority reserves the rights to verify and check the credentials and qualification of the outsourced manpower. If during the course of engagement of any outsourced personnel, it comes to notice of authority that he/she has misrepresented the fact about his/her qualification/experience, the Service Provider will have to terminate the service of such staff immediately.
- 4.5 The Agreement may be extended, on the same terms and conditions or with some additions / deletions / modifications, for a further specific period mutually agreed upon by the Manpower Service Provider and the Town Planning Department, Manipur
- 4.6 The manpower deployed by the service provider shall be required to report for work during the office hours of the Government of Manipur and follow the leave rules in-force from time to time. They may also be required to work beyond for which he would not be paid any extra remuneration. In case, the person deployed remains absent on a particular day or comes late / leaves early on three occasions, proportionate deduction from the remuneration for one day will be made.
- 4.7 The manpower deployed for the purpose must have good moral character and cordial attitude and should not reveal the official information to outsiders and must maintain confidentiality.
- 4.8 The service provider shall nominate a coordinator who shall be responsible for periodic interaction with the Authority so that optimal services of the persons deployed could be availed without any disruption.
- 4.9 The attendance rolls for the personnel deployed by the Service Provider at the premises of Authority shall be provided by the Manpower Service Provider and it shall be monitored by the Service Provider on regular basis. These attendance rolls shall be signed by the authorized representative of Manpower Service Provider who shall get it verified from the designated officer.
- 4.10 The entire financial liability in respect of manpower services deployed in the Authority's location shall be that of the Manpower Service Provider and the Authority will in no way be liable for the same. It will be the responsibility of the manpower Service Provider to pay to **the person deployed a sum not less than the proposed monthly remuneration as mentioned in the financial bid.**
- 4.11 The Manpower Service Provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Manpower Service Provider.

- 4.12 The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Manpower Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
- 4.13 The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to the persons deployed at the Authority's location. The service provider should ensure regular payment of monthly salary to the personnel engaged by the service provider by 10th of the succeeding month after deduction of applicable statutory dues. The service provider should credit the monthly salary of its employees in their respective Bank Account.
- 4.14 The engagement of outsourced person shall be purely on contract basis. The Service Provider shall at all times make it absolutely clear to the outsourced personnel hired through them. Any outsourced personnel deputed can be removed any time by giving notice to the Service Provider and the Service Provider will have to provide suitable replacement acceptable to Authority within 3 working days.
- 4.15 The Service provider shall be solely responsible for compliance to the provisions of various Labour and industrial laws, such as, wages, allowances, compensation, EPF & ESI, Bonus and Gratuity etc. relating to manpower to be deployed by it at the Authority's location.
- 4.16 Service Provider shall maintain complete official records of disbursement of wage s/ salary showing details of all supporting documents such as ESI, EPF etc. in respect of manpower deployed for the purpose.
- 4.17 The Service Provider shall maintain personal file in respect of all the staff who are deployed in office of the authority. The personal file shall invariably consist of personal details such as name, address, date of birth, sex, residential address (temporary/permanent), Bank Account, EPF/ESIC Details etc.
- 4.18 The manpower to be deployed by the Service Provider should not have any adverse Police records/criminal cases against them. The agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. An undertaking to this respect must be provided by the manpower service provider prior to signing of the agreement.
- 4.19 The Authority shall not be liable for any compensation in case of any fatal injury/death caused to any man power while performing/discharging their duties/for inspection or otherwise.
- 4.20 In case of any loss caused to the Authority due to lapse on the part of the personnel discharging duties, the same shall be borne by the Service Provider. Authority shall have the right to deduct appropriate amount from the bill of service provider. In case of frequent lapses on the part of the personnel deployed by the service provider, Authority shall be within its right to terminate the contract or take any other action without assigning any reason whatsoever.
- 4.21 In the event of any personnel being on leave/absent, the service provider shall ensure suitable alternative arrangements to make up for such absence. If a person leaves the job for

- any reason, the Service provider is liable to provide the suitable replacement within 3 working days.
- 4.22 In case of delay in providing required replacement, the amount of penalty calculated **at the rate of 1%** of the annual contract value per week on account of delay, shall be deducted from the monthly bills in the succeeding month.
- 4.23 There would be no increase in rates payable to the Service Provider during the Contract period. The service provider will be responsible for deposit of EPF, ESI, GST and other statutory dues as applicable from time to time and submit the proof of deposit to authority for records.
- 4.24 The Services Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the officer concerned in respect of the persons deployed and submit the same to the prescribed authority in the first week of the succeeding month. The payment will be released by the second week of the succeeding month.
- 4.25 The Service Provider will have to deposit the remuneration of the deployed manpower for the concerned billing period in their respective bank account through online transfer and submit the details to the authority for necessary records.
- 4.26 In case of dispute resolution relating to rights/liabilities arising out of the agreement, the same shall be disposed off at the level of Administrative Departments.
- 4.27 The Service provider should ensure that persons to be deployed are not alcoholic, drug addict and not indulge in any activity prejudicial to the interest of the Authority.
- 4.28 The Authority reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.
- 4.29 In the event of any dispute arising in respect of the clauses of the agreement, the same shall be resolved through negotiation. Alternatively, the dispute shall be referred to the next higher authority or controlling officer for his decision and the same shall be binding on all parties.
- 4.30 All disputes shall be under the jurisdiction of the court at **Imphal**.
- 4.31 The agreement can be terminated by either party by giving one month's notice in advance. If the agency fails to give one month's notice in writing for termination of the agreement, then one month's wages, etc. and any amount due to the service provider will be recovered by forfeiture of performance security.
- 4.32 The contract is liable to be terminated because of non-performance, deviation of any terms and conditions of agreement, non-payment of remuneration of manpower deployed and non-payment of statutory dues. The Authority will have no liability towards non-payment of remuneration to the persons deployed by the Service Provider and the outstanding statutory dues of the service provider to concerned authorities.
- 4.33 The Manpower Service Provider will be bound by the details furnished to the authority while submitting the tender or at any subsequent stage. Mis- representation of documents/ information, leads to termination of agreement.

5 FRAUD AND CORRUPT PRACTICES

- 5.1 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.
- 5.2 Without prejudice to the rights of the Authority under Clause 4.a hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Consultant,
- 5.3 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.
- 5.4 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;
- (b) “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

- (c) “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;
- (d) “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
- (e) “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

- 6.1 Pre-Bid Meeting of the Applicants shall be held on 25.01.2024 at 1 PM in the office of the Town Planning Department. 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.
- 6.2 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.
- 6.3 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.
- 6.4 Response to pre-bid queries shall be uploaded in the website **tpmanipur.mn.gov.in** within three working days after the pre-bid meeting.

7 MISCELLANEOUS

- 7.1 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.
- 7.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- (a) 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;
 - (b) Consult with any Applicant in order to receive clarification or further information;
 - (c) Retain any and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- 7.3 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.
- 7.4 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.
- 7.5 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

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.

APPENDIX I – TECHNICAL PROPOSAL SUBMISSION FORMS

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	Letter of Proposal
TECH-2	Particulars of the Applicant
TECH-3	Power of Attorney
TECH-4	Undertaking
TECH-5	Format for project undertaking
TECH-6	Format for affidavit
TECH-7	Curriculum Vitae (CV) of Key Personnel
TECH-8	Financial Proposal

TECH-1 – Letter of Proposal (Proposal Submission Form)

[On the Letter Head of the Applicant]

(Date and Ref)

To,

The Chief Town Planner,
Town Planning Department, Imphal,
Government of Manipur

Sub: Appointment of an Urban Planning Consultancy Firm/ HR Agency as Service Provider for providing the services of 10 Urban Planners

Dear Sir,

With reference to your RFP Document dated 16.01.2024, 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 **Appointment of an Urban Planning Consultancy Firm/ HR Agency as Service Provider for providing the services of 10 Urban Planners**

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 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 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

- c) 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 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 two 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-3.
14. In the event of my firm being selected as Empaneled Consultant, I 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 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 agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I submit this Proposal under and in accordance with the terms of the RFP Document.
18. I 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 agree and understand that this Proposal is subject to the provisions of the RFP documents. In no case, I 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 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.	Name of the Firm:	
2.	Details of Bid Processing Fee and Earnest Money Deposit: (Demand Draft Details)	DD No.:
		Date:
		Amount (Rs.)
		Drawn on Bank:
3.	Name of the Authorized Person:	
4.	Full Address of Registered Office:	Postal Address:
		Telephone No.:
		E-Mail Address:
5.	Name & telephone number of the authorized person signing the bid	Name and Designation:
		Mobile Number:
6.	Bank Name	Account Number:
		Bank and Branch Name:
		IFSC Code
8.	PAN No. (Attach self-attested copy)	
9.	GSTIN (Attach self-attested copy.)	
10	Gross Revenue	2020-21:
		2021-22:
		2022-23:

(Signature, name and designation of the authorized signatory)

(Name and seal of the Applicant)

TECH-3 – Power of Attorney in case of a Limited Company or a Corporation only.

(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 RFP for Appointment of an Urban Planning Consultancy Firm/ HR Agency as Service Provider for providing the services of 10 Urban Planners” 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 Town Planning Department, representing us in all matters before Town Planning Department, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with Town Planning Department 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 Town Planning Department.

AND GENERALLY to act as our Attorney or agent in relation to the Proposal for RFP for Appointment of an Urban Planning Consultancy Firm/ HR Agency as Service Provider for providing the services of 10 Urban Planners 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, 2022

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.

TECH-4 – Undertaking

[On the Stamp Paper of appropriate value in shape of affidavit from the Notary regarding non-blacklisting]

I, hereby undertake that, our organisation has not been blacklisted / debarred by any of the Central / State Government Department/ Office or by any Public Sector Undertaking (PSUs) and not blacklisted by any authority during the recent past.

Yours sincerely,

Authorized Signature [In full and initials]

Name and Designation of the Signatory:

Name of the Bidder and Address:

TECH-5 – Format for Project Undertaking

Request for Proposal for Appointment of an Urban Planning Consultancy Firm/ HR Agency as Service Provider for providing the services of 10 Urban Planners

Ref.

Date:

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

Sub: Request for Proposal for Appointment of an Urban Planning Consultancy Firm/ HR Agency as Service Provider for providing the services of 10 Urban Planners

Sir,

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

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) 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 _____, 2022.

Name of the Applicant/ Authorized Person

Signature of the Applicant/Authorized Person

TECH -6 – Format for Affidavit

Request for Proposal for Appointment of an Urban Planning Consultancy Firm/ HR Agency as Service Provider for providing the services of 10 Urban Planners

(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 (GOM) 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, Imphal, 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:

TECH-7 – CURRICULUM VITAE (CV) OF PERSONNELS PROPOSED FOR ASSIGNMENT

1. **Proposed Position** *(Lead Urban Planner, Deputy Urban Planner, Project Associate):*
2. **Name of Staff** *[Insert full name]:*
3. **Date of Birth:** **Nationality:**
4. **Education** *[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:*
5. **Membership of Professional Associations:**
6. **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.

Place.....

(Signature and name of the Urban Planner)

Date:

Place.....

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

Date:

Notes:

1. Use separate form for each Key Personnel.
2. Each page of the CV shall be signed by both the Personnel concerned and by the Authorized Representative of the Applicant firm along with the seal of the firm.

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

TECH-8 – Financial proposal

No.	Category of Manpower Required	Numbers Proposed	Amount Quoted per Position per month in Rs	Total Cost per month in Rs.
1	Lead Urban Planner (1 number)			
2	Deputy Urban Planner (1 number)			
3	Project Associate (8 number)			
A. Total Manpower Cost				
B. Service Charges @.....				
Total Administrative Charges (A+B):				

Note:

- 1. The Service Charges offered by bidder shall be over and above the quoted amount of the experts.*
- 2. Office Space with necessary furniture, laptop/ computer system with other facilities like internet/ printing/ copying and all office stationaries will be provided to the managers/ experts.*
- 3. The cost above is exclusive of GST.*
- 4. The Financial proposal (Tech-8) is for online submission only.*

Place:

Date:

(Sign and Seal of Authorized Representative)

DEED OF AGREEMENT

This Agreement is made on this day of 00th February, 2024 at Imphal, Manipur.

BETWEEN

The Chief Town Planner, Town Planning Department, Government of Manipur having its office at Directorate Complex, North AOC, Imphal (hereinafter referred to as the “Authority” or the “FIRST PARTY”) which term shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns, of one part,

AND

..... having its registered address at represented through its authorised representative (hereinafter referred to as the “Service Provider” or the “Second Party”) which expression shall, unless it be repugnant to the context or meaning thereof, includes its administrators, successors and permitted assignees) of the Other Part.

WHEREAS:

A. Town Planning Department, Government of Manipur requires the services of a reputed, well established and registered Urban Planning Consultancy Firm/HR Agency as Service Provider for providing the services of 10 Urban Planners in Town Planning Department, Directorate Complex, Near 2nd MR. Gate, North AOC, Imphal as per the requirement.

B. In order to achieve the above objective, the Town Planning Department had advertised the “Request for Proposal for Appointment of an Urban Planning Consultancy Firm/ HR Agency as Service Provider for providing the services of 10 Urban Planners”.

C. In response to the Request for Proposal under the above RFP, several proposals were received and after evaluating the same, the Proposal submitted by the Consultant has been approved by the Government of Manipur vide letter No..... dated A Letter of Award was issued by the Town planning Department vide letter No. dated

NOW THEREFORE, the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

1.	Appendix-A	:	Scope Of Work, Technical Requirements and General Terms & Conditions
2.	Appendix-B	:	Applicable fees/charges payable to the Service Provider and Payment Term

2. The mutual rights and obligations of the Client and the Service Provider shall be as set forth in the Contract, in particular:
 - a. The Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
 - b. That in consideration of the payment to be made by the “**Authority**” to the “**Service Provider**”, the “**Service Provider**” hereby agrees with the “**Authority**” to provide manpower resources to be engaged in the office of the Town Planning Department in conformity with the provisions of the terms and conditions of the contract.
 - c. That the “**Authority**” hereby further agrees to pay the “**Service Provider**” the contract price at the time and in the manner prescribed in the said terms and conditions.

- d. That in the event of any dispute that may arise it shall be settled as per the terms and conditions of the contract.
- e. That this Agreement is valid for 3 years only from the date of effectiveness of the contract. The Agreement can be terminated by either party by giving one month's notice in advance. If the agency fails to give one month's notice in writing for termination of the Agreement, then one month's wages, etc. and any amount due to the service provider will be recovered by forfeiture of performance security.
- f. The Service Provider after going through the aforesaid conditions and understanding the consequences thereof and being agreed to all details of the conditions in this Agreement and the documents/appendix attached hereto accepts the appointment.

IN WITNESS WHEREOF, the PARTIES hereto have duly executed this Agreement in two originals as of the day and year first above written.

For and on behalf of Firm

**For and on behalf of Town Planning
Department**

(.....)

(N. Benju Singh)

.....

Chief Town Planner

.....,

Town Planning Department

.....

Government of Manipur

APPENDIX- A

Scope of Work, Technical Requirements and General Terms & Conditions

1. The manpower service provider should be managed by trained support staff to execute and perform the job and work assignment of such nature efficiently. The manpower to be deployed for this purpose should be registered under the service provider and must have the required qualifications, experience & relevant knowledge to perform the tasks assigned.
2. It shall be the responsibility of the Service Provider to verify the qualification and experience of the outsourced manpower. Candidates will be liable for performing the defined responsibilities assigned by the Authority from time to time. The Authority reserves the rights to verify and check the credentials and qualification of the outsourced manpower. If during the course of engagement of any outsourced personnel, it comes to notice of Authority that he/she has misrepresented the fact about his/her qualification/experience, the Service Provider will have to terminate the service of such staff immediately.
3. The manpower service provider should have an empanelled list of trained/experienced manpower so that un-interrupted and continued services can be provided during the period of contract. The service provider should be able to provide additional man power support whenever required by the Authority under the same terms and condition.
4. The Agreement may be extended, on the same terms and conditions or with some additions / deletions / modifications, for a further specific period mutually agreed upon by the Manpower Service Provider and the Chief Town Planner.
5. The manpower deployed by the service provider shall be required to report for work to the Chief Town Planner during the office hours of the Government of Manipur and follow the leave rules in-force from time to time by the Government of Manipur. They may also be required to work beyond for which he would not be paid any extra remuneration. In case, the person deployed remains absent on a particular day or comes late / leaves early on three occasions, proportionate deduction from the remuneration for one day will be made.
6. The manpower deployed for the purpose must have good moral character and cordial attitude and should not reveal the official information to outsiders and must maintain confidentiality.

7. The service provider shall nominate a coordinator who shall be responsible for periodic interaction with the Authority so that optimal services of the persons deployed could be availed without any disruption.
8. The attendance rolls for the personnel deployed by the Service Provider at the premises of Authority shall be provided by the Manpower Service Provider and it shall be monitored by the Service Provider on regular basis. These attendance rolls shall be signed by the authorized representative of Manpower Service Provider who shall get it verified from the Designated Officer.
9. The entire financial liability in respect of manpower services deployed in the Authority's location shall be that of the Manpower Service Provider and the Authority will in no way be liable for the same. It will be the responsibility of the manpower Service Provider to pay to the person deployed a sum not less than the proposed monthly remuneration as mentioned in the financial bid.
10. The Manpower Service Provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Manpower Service Provider.
11. The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Manpower Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
12. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to the persons deployed at the Authority's location. The service provider should ensure regular payment of monthly salary to the personnel engaged by the service provider by 10th of the succeeding month after deduction of applicable statutory dues. The service provider should credit the monthly salary of its employees in their respective Bank Account.
13. The engagement of outsourced person shall be purely on contract basis. The Service Provider shall at all times make it absolutely clear to the outsourced personnel hired through them. Any outsourced personnel deputed can be removed any time by giving notice to the Service Provider and the Service Provider will have to provide suitable replacement acceptable to Authority within 3 working days.

14. The Service provider shall be solely responsible for compliance to the provisions of various Labour and industrial laws, such as, wages, allowances, compensation, EPF & ESI, Bonus and Gratuity etc. relating to manpower to be deployed by it.
15. Service Provider shall maintain complete official records of disbursement of wages/ salary showing details of all supporting documents such as ESI, EPF etc. in respect of manpower deployed for the purpose.
16. The Service Provider shall maintain personal file in respect of all the staff who are deployed in office of the Authority. The personal file shall invariably consist of personal details such as name, address, date of birth, gender, residential address (temporary/permanent), Bank Account, EPF/ESIC Details etc.
17. The manpower to be deployed by the Service Provider should not have any adverse Police records/criminal cases against them. The agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. An undertaking to this respect must be provided by the manpower service provider prior to signing of the Agreement.
18. The Authority shall not be liable for any compensation in case of any fatal injury/death caused to any man power while performing/discharging their duties/for inspection or otherwise.
19. In case of any loss caused to the Authority due to lapse on the part of the personnel discharging duties, the same shall be borne by the Service Provider. Authority shall have the right to deduct appropriate amount from the bill of service provider. In case of frequent lapses on the part of the personnel deployed by the service provider, Authority shall be within its right to terminate the contract or take any other action without assigning any reason whatsoever.
20. In the event of any personnel being on leave/absent, the service provider shall ensure suitable alternative arrangements to make up for such absence. If a person leaves the job for any reason, the Service provider is liable to provide the suitable replacement within 3 working days.
21. In case of delay in providing required replacement, the amount of penalty calculated

- at the rate of 1%** of the annual contract value per week on account of delay, shall be deducted from the monthly bills in the succeeding month.
22. There would be no increase in rates payable to the Service Provider during the Contract period. The service provider will be responsible for deposit of EPF, ESI, GST and other statutory dues as applicable from time to time and submit the proof of deposit to Authority for records.
 23. The Service Provider shall raise the bill, in duplicate, along with attendance sheet duly verified by the officer concerned in respect of the persons deployed and submit the same to the prescribed Authority in the first week of the succeeding month. The payment will be released by the second week of the succeeding month.
 24. The Service Provider will have to deposit the remuneration of the deployed manpower for the concerned billing period in their respective bank account through online transfer and submit the details to the Authority for necessary records.
 25. In case of dispute resolution relating to rights/liabilities arising out of the Agreement, the same shall be disposed off at the level of Administrative Departments.
 26. The Service provider should ensure that persons to be deployed are of good moral character and not indulge in any activity prejudicial to the interest of the Authority.
 27. The Authority reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.
 28. In the event of any dispute arising in respect of the clauses of the Agreement, the same shall be resolved through negotiation. Alternatively, the dispute shall be referred to the next higher Authority or controlling officer for his decision and the same shall be binding on all parties.
 29. All disputes shall be under the jurisdiction of the court at **Imphal**.
 30. The contract is liable to be terminated because of non-performance, deviation of any terms and conditions of Agreement, non-payment of remuneration of manpower deployed and non-payment of statutory dues. The Authority will have no liability towards non-payment of remuneration to the persons deployed by the Service Provider and the outstanding statutory dues of the service provider to concerned authorities.
 31. The Manpower Service Provider will be bound by the details furnished to the Authority while submitting the tender or at any subsequent stage. Mis- representation of documents/ information, leads to termination of Agreement.

APPENDIX B

Contract Price and Payment Term

1. Contract Price

Town Planning Department, Government of Manipur shall pay the Service Provider a fee of **Rs.(.....)** from the date of deployment of Service provider's personnel at the following rates:

No.	SPECIALIST	NO. OF POST	SALARY PER MONTH / EXPERT	AMOUNT (in Rs.)
1	Lead Urban Planner	1		
2	Deputy Urban Planner	1		
3	Project Associate	8		
A	A. Total Manpower Cost			
B	B. Service Charges @			
C	Total Monthly Cost (A+B)			
D	GST @ 18% (18% of C)			
TOTAL FOR 1 (ONE) MONTH [C+D]				
Total (in words): Rupees Only				

2. Payment Term

1. The cost above is exclusive of GST.
2. Office Space with necessary furniture, laptop/ computer system with other facilities like internet/ printing/ copying and all office stationaries will be provided to the experts.