

**Request for Proposal (2<sup>nd</sup> Invitation) for Selection of  
Consultant for conducting Topographic survey in Imphal,  
Manipur**

Town Planning Department  
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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

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

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

**“Relevant Projects”** means completed projects in surveying of Land, Developed Areas, Industrial cities /Industrial Estates/Industrial Corridors, Integrated Townships, Special Economic Zones etc. ;

**“Relevant Experience”** means preparation of survey, detail plans on “Relevant Projects” defined above;

**“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/Consortium in response to the RFP in accordance with the provisions thereof;

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

**“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;

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

**“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.

**DATA SHEET**

<b>No.</b>	<b>Particulars</b>	<b>Details</b>
<b>1</b>	<b>Name of the Client inviting RFP</b>	<b>Mission Director (AMRUT) / Town Planning Department, Government of Manipur.</b>
<b>2</b>	<b>Name of the Assignment</b>	<b>Conducting Topographic survey for LAP and TPS sites in Imphal, Manipur</b>
<b>3</b>	<b>Mode of Bidding</b>	<b>Online through website <a href="https://manipurtenders.gov.in">https://manipurtenders.gov.in</a>  Hard copies of the same are to be submitted at the address given below.</b>
<b>4</b>	<b>Date of Issue of RFP</b>	<b>05.10.2021</b>
<b>5</b>	<b>Last date of receiving Pre-Bid queries</b>	<b>15.10.2021</b>
<b>6</b>	<b>Date of Pre-bid meeting</b>	<b>18.10.2021 at 1:00 PM.  Venue: Town Planning Department, Imphal, Manipur</b>
<b>7</b>	<b>Last date and time of Submission of bid online</b>	<b>Up to 1:00 P.M. on or before 26.10.2021</b>
<b>8</b>	<b>Last date and time of Submission of hard copy documents</b>	<b>Up to 1:00 P.M. on or before 29.10.2021</b>
<b>9</b>	<b>Date and time of opening of Technical Proposal</b>	<b>1:30 PM of 29.10.2021</b>
<b>10</b>	<b>Opening of Financial Bids</b>	<b>To be informed later.</b>
<b>11</b>	<b>Place of obtaining RFP Documents</b>	<b>The tender can be downloaded from the following websites:  <a href="http://www.tpmanipur.mn.gov.in">www.tpmanipur.mn.gov.in</a></b>
<b>12</b>	<b>Validity of Bids</b>	<b>120 Days</b>
<b>13</b>	<b>LOA (Letter of Award) and signing of Concession Agreement</b>	<b>Within 30 days of award of LOA.</b>

<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. 2,00,000/- (Rupees two lakhs 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>  <b>Town Planning Department,</b>  <b>Directorate Complex, North A.O.C,</b>  <b>Imphal, Manipur</b></p> <p><b>Email: amrutmanipur@gmail.com,</b>  <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 for Selection of a consultant for conducting Topographic Survey in Imphal, Manipur in conformity with the scope of work as mentioned in RFP.

## **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 120 days from the Bid due date.

## **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 18.10.2021. 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 list of eligible Applicants/Firms after a detailed evaluation.
- 1.6.3 The Authority will disclose the list of Applicants who have qualified under technical capacity before the opening of the financial bid.

### **1.7 Schedule of Selection Process**

#	Event Description	Estimated Date
1.	Issue of RFP (2 <sup>nd</sup> Invitation)	05.10.2021
2.	Pre-Bid Meeting	18.10.2021 at 1:00 PM at Town Planning Department, Manipur.
3.	Authority's response to queries	Within 3 working days of the last date for submission of queries
4.	Submission of RFP	Online: Up to 1:00 P.M. on or before 26.10.2021 Hard Copies: Up to 1:00 P.M. on or before 29.10.2021
5.	<b>Opening of Technical Bid</b>	1.30 PM of 29.10.2021
6.	<b>Presentation by the bidder &amp; Opening of Financial Bid</b>	To be informed later
7.	<b>Announcement of the Selected consultant</b>	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 Selection of a consultant for conducting Topographic survey in Imphal”**

## 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 The maximum number of consortium member for the given RFP is limited to 2 including the Lead member.
- 2.1.9 **EARNEST MONEY DEPOSIT (EMD) :** The bidder shall furnish, as part of the Technical Proposal, an Earnest Money Deposit (EMD) amounting to Rs. 2,00,000/-(Rupees two 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 any combination of the foregoing entities coming together as Consortium to collectively bid for the Project (vi) a sole proprietorship firm or any combination of the foregoing entities coming together as Consortium to collectively bid for the Project.
- b. An Applicant is eligible to submit only one Bid for the Project. An Applicant bidding individually or as a member of a Consortium, as the case may be, shall not be entitled to submit another Bid either individually or as a member of any other Consortium, as the case may be.
- c. The Applicant may be a single entity or a group of entities (the “Consortium”), coming together to implement the Project. However, no Applicant, applying individually or as a member of a Consortium, as the case may be, can be member of another Consortium. The term Applicant used herein would apply to both single entity and a Consortium including each Member of the Consortium. An Applicant shall be eligible to bid subject to the conditions set out in clause below.
- d. 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, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of the Authority, including consideration of such Applicant’s bid (the “Damages”), without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Lease cum development Agreement or otherwise. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
  - i. the Applicant, its Member or Associate (or any constituent thereof) and any other Applicant, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of an Applicant, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its Member or Associate is less than 5 per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013.

For the purposes of this Clause 2.3, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

- ii. a constituent of such Applicant is also a constituent of another Applicant; or
- iii. such Applicant, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Applicant, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Applicant, its Member or any Associate thereof; or
- iv. such Applicant has the same legal representative for purposes of this Bid as any other Applicant; or
- v. such Applicant, or any Associate thereof has a relationship with another Applicant, or any Associate thereof, 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
- vi. Such Applicant or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

Explanation:

In case an Applicant is a Consortium, then the term Applicant as used in this Clause, shall include each Member of such Consortium.

For purposes of this RFP, Associate means, in relation to the Applicant/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Applicant/ Consortium Member (the “Associate”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

- e. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Applicant, its Member or Associate 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 To be eligible for fulfilling the passing criteria of the Qualification Proposal and being short-listed for opening and evaluation of Financial Proposal, an applicant shall fulfill the following conditions of eligibility:**

- a) **Technical Capacity:** For demonstrating technical capacity and experience, the Lead Applicant shall, in the last 5(Five) financial years preceding the Bid Due Date, should have completed at least one project\* each for (1) minimum area of 100 hectares of Open land Area (Greenfield) and (2) minimum 20 hectares of built area (Brownfield).
- b) **Financial Capacity:** The lead Applicant shall have a minimal average annual turnover of 15 lakh rupees for the 3 financial years of 2017-18, 2018-19 & 2019-20

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

The Technical and Financial Capacity mentioned in clause 2.2.2 shall be fulfilled by the Applicant either by itself or through its Associate subject to terms of this Request for Proposal.

**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.**

- a) the Applicant, its Member or Associate (or any constituent thereof), and the applicant or Concessionaire, if any, for the Project, its contractor(s) or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be,) in the applicant or Concessionaire, if any, or its contractor(s) or sub-contractor(s) is less than 5% (five per cent) of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in section 4A of the Companies Act, 1956. For the purposes of this sub-clause (i), indirect shareholding shall be computed in accordance with the provisions of sub-clause (a) above.
- b) Indirect shareholding shall be computed in accordance with the provisions of sub-clause (a) above.

- c) Applicants eventually empanelled to provide Consultancy for this Project, and its Associates, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 5 (five) years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services performed for the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

2.2.4 In case the Applicant is a Consortium, it shall, comply with the following additional requirements:

- a) Number of members in a Consortium shall not exceed 2 (two);
- b) Subject to the provisions of sub-clause (i) above, the Proposal should contain the information required for each member of the Consortium;
- c) Members of the Consortium shall nominate one member as the lead member (the "Lead Firm"). The nomination(s) shall be supported by a Power of Attorney, as per the format in this RFP, signed by all the other members of the Consortium. The duties, responsibilities and powers of such Lead firm shall be specifically included in the joint Bidding Agreement. It is expected that the Lead Firm would be authorized to incur liabilities and to receive instructions and payments for and on behalf of the Consortium. The Client expects that Lead Firm should have maximum responsibility pertaining to execution of Assignment;
- d) The Proposal should include a brief description of the roles and responsibilities of individual members;
- e) An individual Applicant cannot at the same time be a member of a Consortium applying for the Assignment. Further, a member of a particular Applicant Consortium cannot be member of any other Applicant Consortium applying for the Assignment;
- f) No Change in the composition of the Consortium will be permitted by the Client during the Selection Process and during the subsistence of the contract (in case the successful applicant/ consultant is a Consortium).
- g) Members of the Consortium shall enter into a binding Joint Bidding Agreement (the "Jt. Bidding Agreement"), for the purpose of submitting a Proposal. The Jt. Bidding Agreement, to be submitted along with the Application, shall, inter alia:
  - i. clearly outline the proposed roles and responsibilities, if any, of each member;
  - ii. include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Consultant in relation to

the Assignment until the completion of the Assignment in accordance with the contract and the Scope of work;

- iii. clearly define the proposed administrative arrangements (organization chart) for the management and execution of the Assignment, if awarded to the Consortium;
- iv. except as provided under this RFP, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the Client.

2.2.5 The Proposal shall be accompanied by a certified copy of legally binding Joint Bidding Agreement in case of Consortium, in the format provided in this RFP, signed by all firms/entities confirming the following therein:

- a) Date and place of signing
- b) Purpose of Consortium (must include the details of the Services hereunder for which the Consortium has been invited to bid - Request for Proposal for of consultant for conducting Topographic survey in Imphal .
- c) A clear and definite description of the proposed administrative arrangements (organization chart) for the management and execution of the assignment
- d) Delineation of duties/ responsibilities and scope of work to be undertaken by each member along with resources committed by each member of the Consortium for the proposed services
- e) An undertaking that the members of the Consortium are jointly and severally liable to the Client for the performance of the services and
- f) The authorized representative of the Consortium (as approved by a Board resolution of Member-in-Charge).
- g) The furnishing of this Joint Bidding Agreement to the Client shall not in any manner prejudice the provisions in the contract relating to joint and severe liability of the Members.
- h) Similarly, Power of Attorney for both authorized representative and lead member of the Consortium shall also be furnished as per the formats available in the RFP.
- i) A firm can bid for a project either as a sole consultant or in the form of consortium with another consultant. Experience of sub-consultant will not be considered while evaluating the bid.

## **2.3 Acknowledgement by Applicant**

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

- a) made a complete and careful examination of the RFP;
- b) received all relevant information requested from the Authority;
- c) acknowledged that it does not have a Conflict of Interest; and
- d) 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.

2.3.3 No Applicant or its Associate shall submit more than one Application for the Consultancy. An Applicant applying individually or as an Associate shall not be entitled to submit another application either individually or as a member of any consortium, as the case may be.

## **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 the Applicant is the Lead Member of a consortium, then the entire consortium may be disqualified / rejected. 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 herein above, 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

- 2.5.2 Applicants requiring any clarification on the RFP may send their pre bid queries to the Authority in writing before the date mentioned in the Schedule of Selection Process at Clause 1.7. The envelopes shall clearly bear the following identification:

**“Queries/Request for Additional Information concerning Request for Proposal (2<sup>nd</sup> Invitation) for Selection of consultant for conducting Topographic survey in Imphal, Manipur”**

- 2.5.3 The Authority shall endeavor to respond to the queries within the period specified therein but not later than 3 (three) days after the last date for submission of queries. The responses will be sent by e-mail. The Authority will post the reply to all such queries on the Official Website.
- 2.5.4 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 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 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.

## **2.9 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) By the authorized representative of the Lead Member, in case of consortium. 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 (Form-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) Audited financial statements for the last Three financial years
- c) Certificate from the Chartered Accountant on turnover details over the last three (3) financial years
- d) Copy of Completion Certificate / Work order / Reference of person under whom jobs are executed / any other document in support of successful completion of job
- e) Legal Attorney certified letter of undertaking to this effect on the letter head, co-signed by Applicants authorized signatory
- f) Power of Attorney for signing the Bid as per the format at TECH-4A of Appendix-I;
- g) if applicable, the Power of Attorney for Lead Member of Consortium as per the format at TECH-4B of Appendix-I;
- h) copy of the Jt. Bidding Agreement, in case of a Consortium, substantially in the format at TECH-4C of Appendix-I;
- i) copy of Memorandum and Articles of Association, if the Applicant is a body corporate;
- j) copies of Applicant’s duly audited balance sheet and profit and loss account for the preceding 5 (five) years;
- k) 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 The maximum number of members allowable in a consortium are 2, including the lead member

2.11.3 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) Professional Personnel proposed have good working knowledge of English language;
- j) Key Personnel would be available for the full period of assignment; The proposal is responsive in terms of Clause 3

2.11.4 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) An Applicant may, if it considers necessary, propose suitable Sub-Consultants in specific areas of expertise. Credentials of such firms should be submitted in Tech-12 of Appendix-I. A Sub-Consultant, however, shall not be a substitute for any Key Personnel.
  - d) 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.
  - e) 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.
  - f) 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.
  - g) 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. The Authority and 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.
- 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 In the case of a Consortium, submission letters shall be signed by all members so as to be legally binding on all members or by an authorized representative who has a written power of attorney signed by each member's authorized representative. The submission letters and the power of attorney shall then be scanned and uploaded together with the Technical Proposal.
- 2.12.9 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.
- 2.12.10 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.
- 2.12.11 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.
- 2.12.12 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**

- 2.14.1 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;
  - e) It does not contain any condition or qualification; and
  - f) It is not non-responsive in terms hereof.
- 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 Evaluation (QCBS).
- b. The weightage of Technical Proposal (Technical score) shall be 70 % weightage and Financial proposal (Financial score) shall have 30% weightage - 15% each for open land survey and built land survey.
- c. The Total Score of the Applicant =  $0.7 \times (\text{Technical Score}) + 0.15 \times (\text{Financial Score for open land survey}) + 0.15 \times (\text{Financial Score for built land survey})$
- d. 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.
- e. The Applicant who qualifies with the qualification criteria will only be considered for technical and financial proposals.
- f. Only the Applicants who get an Overall Technical score of 70% or more will qualify for financial evaluation stage.
- g. Failing to secure minimum marks shall lead to technical rejection of the Bid.

- 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.

#### 3.2 Technical Capacity for purposes of Evaluation

- 3.2.1 Subject to the provisions of Clause 2.2.2, the following categories of experience would qualify as Technical Capacity and eligible experience (the “**Relevant Experience**”) in relation to eligible projects as stipulated in Clauses 3.2.3 (the “**Relevant Projects**”):

The Applicants applying for the RFP should fulfill the following qualification criteria.

- 3.2.2 Eligible Experience in respect of each category shall be measured only for Relevant Projects
- 3.2.3 The applicant must have undertaken topographical survey providing its output or services to a government agency/public sector entity.

### 3.3 Technical evaluation framework

After the **Applicant** fulfills the Technical capacity, the **Applicant** shall be scored for its technical evaluation. The **Applicant** will be evaluated for its technical evaluation on the following basis:

Sr.No	Evaluation Criteria	Marks
A	Technical competency of the Firm in Topographical Survey	15
B	Project Experience	30
C	Resources (Team Composition)	35
E	Presentations (on Approach & Methodology)	20
Overall Technical Score		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. Only the Applicants who get 70% in combined technical score of Technical competency of the Firm's Experience in Topographical Survey, Project Experience, Resources (Team Composition) and Approach & Methodology will be invited for Presentation. If an Applicant scores more than 56 marks out of 80 marks (Technical competency of the Firm's Experience in Topographical Survey (15) + Project Experience (30) + Resources (Team Composition) (35) = 80 marks) which is 70% of 80 marks, will be invited for presentation.
3. 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 competency of the Firm in Topographical Survey – 15 Marks

Sr.No	Technical competency of the Firm in Topographical Survey- 15 Marks		Total Marks
<b>1</b>	Relevant Years of Experience		15
	i	Relevant years of experience above 5 years - 5 Marks (Additional 2 marks for each year up to a maximum of 10 marks)	

- The applicants shall have minimum experience of 5 years of relevant experience in preparing Topographical survey's
- Each additional relevant year of experience above 5 years, will be awarded 2 marks up to a maximum of 10 marks, stating that an applicant with 10 years of experience will get 15 marks.

**B. Project Experience – 30 Marks**

Sr.No	Project Experience - 30 Marks		Total Marks
<b>1</b>	Project Experience - Additional Open land Survey		<b>20</b>
	i	Additional experience of conducting survey in open land area of 100 hectare (5 marks for each project up to maximum of 20 marks)	
<b>2</b>	Project Experience - Additional Built land Survey		<b>10</b>
	ii	Additional experience of conducting survey in developed areas with built area of 20 hectare (5 marks for each project up to maximum of 10 marks)	

- The applicants shall be marked on the basis of the relevant project experience
- Applicants having additional experience of conducting survey in open land area of 100 hectares will be awarded 5 marks each to a maximum of 20 marks. Stating that applicant with experience of conducting 4 topographical surveys in open land area will be allocated 20 marks.
- Applicants having additional experience of conducting survey in developed areas with built area of 20 hectare will be awarded 5 marks each to a maximum of 10 marks. Stating that applicant with experience of conducting 2 topographical surveys in built land area will be allocated 10 marks. (**Note: KML file of the site surveyed to be submitted as a proof for survey of built up area**).
- **Only completed projects shall be considered for evaluation.**

**C. Resources (Team Composition) – 35 Marks**

Team Composition will be marked on the following basis.

No.	Team Composition	Marks	Qualification	Years of Experience	Relevant Experience Requirement
i	Team Leader	10	Degree/Post Graduate in Civil Engineering/Urban Planning/Geography from any recognized University/Institute.	Minimum 10 Years	Must have completed minimum 3 survey projects in open or developed area with at least 1 assignment each of: (1) 100 hectares of open area and (2) 20 hectares of built up area.
ii	Revenue & Land Record Expert	5	12 <sup>th</sup> Pass	Minimum 10 Years	Should have worked as part of the revenue/land record departments or should have experience of

					working with revenue and/or land record department and experience of getting Cadastral map approved from relevant departments  <i>(Experience Certificate issued by Revenue/Land Record Department to be enclosed)</i>
iii	GIS/CAD Technician	5	Degree or certificate in GIS/CAD from any recognized University/Institute	Minimum 3 Years	She / He should have experience of digitising, mapping, database creation & analysis in GIS, and conversions of maps to and from Autocad, Google earth and other relevant platforms
iv	Qualified Surveyor (3 surveyors, 5 marks each)	15	Diploma in Civil Engineering/ Architecture or Government approved Certificate Course of Surveyor	Minimum 3 Years	Should have relevant survey experience

- The applicants shall be marked on the basis of the team composition and the relevant experience required for each team member
- Team leader will be allotted 10 marks on fulfilling the qualification and relevant experience.
- Revenue & Land record expert will be allotted 5 marks on fulfilling the qualification and relevant experience.
- GIS/CAD Technician will be allotted 5 marks on fulfilling the qualification and relevant experience.
- Qualified surveyor will be allotted 5 marks each on fulfilling the qualification and relevant experience. A total of 3 qualified surveyors are required to be a part of the Team.
- The team leader of the core team from the above table shall be employees/ full time staff of the lead applicant firm on its rolls and shall not be external consultants.

#### D. Presentation – 20 Marks

The applicant will be marked out of 20 marks on the Presentation for planning the topographical survey for built and open land survey. An applicant must have a detailed presentation further reflecting how **Approach and Methodology** is carried on the proposed sites for surveying. 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. Applicants scoring more than 70% (56 marks) out of 80 marks will be invited for presentation.

- The presentation should highlight the process for detailing out the process of planning the topographical survey, the equipment's and a work plan for the surveying process 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 3.5

3.4.2 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 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:

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

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

#### 3.5 Schedule of Rates

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

- Rate for conducting survey in Open Land Area
- Rate for conducting survey in built area.
- 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. TPD will not be liable to pay any amount towards the same except for reasons of statutory changes.
- iii. The bidder shall arrange for all transport, camping facilities and day to day needs of their personnel and equipment as required at their own cost.
- iv. Quantity of survey mentioned is tentative and it may vary as per project requirement.
- v. Payment shall be made as per actual quantity.
- vi. 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

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The Scope of work under this RFP shall be executed as per the requirements of Town Planning Department. The Department at any given time may add requirements related to surveying with prior notice to the Applicant. The scope of services for topographical survey shall include but not limited the following:

- A. Topographical Survey
- B. Land Reconciliation & Built records Survey
- C. Base Map Preparation
- D. Deliverable & Schedule

Following are the tentative sites identified by the authority for conducting survey. The authority may revise the sites with prior notification to the Applicant if the need arises:

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.
2. 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 spaces.

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

### **a. Topographical Survey**

The Applicant shall conduct Topographic survey using a hybrid method where Total station/ DGPS/Auto Levels equipment will be used to be carry out Town planning Scheme (TPS) Site survey and Total station/ Drone/DGPS/Auto Levels will be used to carry out Local Area Plan (LAP) Site survey.

The work to be carried out as per topographic survey specifications for both LAP & TPS shall include but not limited to as mentioned below;

1. Topographical and Alignment Survey for TPS - Topographical survey using Total Station/survey/DGPS/Auto level of the area including preparation of road plan with levels along roads/streets at 10m intervals and junctions of roads, locations such as change in gradient, road turnings, naming areas, important landmarks and green/built up area including preparation of contour map for TPS.
2. Topographical and Alignment Survey for LAP - Topographical survey using Total Station/Drone-based survey/DGPS/Auto level and Drone of the area including preparation of road plan with levels along roads/streets at 10m intervals and junctions of roads, locations such as change in gradient, road turnings, naming areas, important landmarks and green/built up area including preparation of contour map for LAP.
3. Drone survey
4. Carry out the block level survey for the proposed plot areas with levels at 5 m X 5 m grid and generation of contours at 0.25 m interval. All levels shall be with respect to locally available permanent bench-mark. Establishing temporary bench marks within area / plot by using Total Station survey instruments with accuracy as per the Survey of India standards.
5. Benchmark stations shall be fixed at least 06 locations in the project area in consultation with the Authority including construction of benchmark pillars of RCC. The benchmarks stations shall be established by Total Station Survey/Fly level survey with reference to GTS bench marks available near to or within project area or provided by client.
6. Establishing Temporary Benchmarks within the project area w.r.t the known GTS benchmark or a benchmark transferred from GTS as per point no 04.
7. UTM coordinate system shall be used for establishing the TBM /BM by DGPS survey.
8. Preparation of survey maps including plans, L-sections and Cross-sections showing all topographical/physical features to be included but not limited to Railroad network including bridges/culverts, River, Sewerage System, localized depressions/elevations, Electrical poles, telephone poles, transformers, manholes, existing drains, trees, building lines, , water supply lines, taps, bore wells, open wells, overhead tanks etc., all water bodies – lakes, streams, ponds, canals & places such as temples, mosque, church, grave yard, road width, type of road surface, invert level of natural nallas/pond/rivers including HFL of discharging bodies, entry gates to the properties, marker stones etc.
9. Locations of existing drains clearly identifying the type (open/closed/cross-section type/kutcha/pucca, within or outside foot path), width and invert level of drain including the beginning and end of drain, sizes of drains.
10. Location of existing sewers (if any) with diameter, manholes etc., wells capacity data.
11. Mapping of existing water supply network with diameter, overhead tank with capacity and staging, UGR with capacity, pumping station etc.

12. Levels at bridges, culverts with key details such as GA, width, deck level, girder level, etc.
13. Levels at important locations like road junctions, area where there are major undulations of the ground etc.
14. Railway lines with details of culverts-vent way and levels details
15. The levels taken shall be sufficient enough so as to depict the true ground profile. High flood levels shall be marked on the maps for river/nallah crossings if any.
16. Surveyor shall carry out surveys for longitudinal section (L-section) and cross section of nallah / river / natural drains or any other hydrological features. Levels (invert level) shall be taken along the centre line of nallah / river at 25 m interval and levels at 2.5 m interval across the width of Nallah/Drain/River on either side of centre line. Details of an additional cross section shall be taken wherever the change in cross section of nallah/river. Also Obstructions/siltation shall be noted over length and width of the drain in the survey drawing.
17. Trees, recording tree type with trunk diameter and foliage diameter shall be recorded.
18. The applicant must cover individual property nodes on both LAP and TPS sites through the use of and Total station/ Drone/DGPS/Auto Levels

**b. Land Reconciliation & Built record survey**

The works to be carried out in land reconciliation and built record survey shall include but not be limited to the following

1. The Applicant shall be responsible to obtain revenue maps, property maps and records from concerned departments.
2. The applicant will carry out land reconciliations for getting it approved by the concerned department/authority (i.e. DSLR / Development Authority etc.) as required.
3. The Applicant shall collect data related to type of buildings (kutchra/semi pucca/ pucca / shops/houses, no. of storeys etc.), and building frontage with entry/exit gate locations.
4. The Applicant shall collect data related to type of building use (Residential /commercial/ Institutional/ etc.)
5. The Applicant shall collect data related to the number of floors and the built use floor wise.

**c. Base Map Preparation**

The works to be carried out in Base map preparation shall include but not be limited to the following

1. The applicant shall prepare base map on both GIS and CAD.

2. The base maps in GIS and CAD both to highlight all the features mentioned in in the scope of work.
3. The base maps in GIS needs to be geo referenced with the site, showing all the features as mentioned above.
4. Drawings shall be prepared in the CAD format with (3D format) X, Y & Z-coordinate of physical property. Also prepare plan / drawing in A0 sheet in suitable scale in CAD format.
5. The drawings shall be prepared at 1:500 scale with clear marking of North direction and Legend.
6. Submission of certified base map and area statement in two hard copies and soft copies in CAD and GIS (shapefiles) format.

The survey agency shall deploy adequate no. of survey team with Total Station, Auto Levels, and DGPS equipment's to complete the work within 90 days from date of Work Order.

- The Agency to make their own arrangement for the water and electric supply required for their operations as well as water required for potable usage during the period of the survey works.
- The cost for providing local transportation, accommodation and incidental expenses for staff deployed for survey shall be borne by survey agency and are included in the above fee. Thus, the fee for services indicated in the above table is all-inclusive fee and no extra fee on any account shall be payable by Town Planning Department.
- 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 survey at any time till successful completion of the contract.

**Data Collection:**

1. Maps/reports/documents related to existing infrastructure of city to be collected from the concerned departments.
2. The collected map/drawings are to be digitized and superimposed on survey maps.

**d. Deliverables and Payment Schedule**

The following time deliverable and payment schedule:

No.	Deliverable	Working Days	% of Consultancy Fees
1	Submission of Inception report (Mobilization)	7 days from date of award	10%
2	Establishment of ground control points, Submission of Data collection Report and Submission of Draft survey and area statement	60 days from the approval of Inception Report	35%
3	Revision after incorporating Authorities Comments	15 days from receipt of comments.	30%
4	Submission to Land Record Department for verification	10 days from Approval of Deliverable 5	
5	Approval from Land Record Department		25%

All the submissions will be in **3 sets of hard copies** and soft copy to the authority.

## 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 Agreement, if an Applicant or Consultant, 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.
- c. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
  - I. “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;

- 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. “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- 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 and;
- V. “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

## **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 endeavor 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**

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;

### **8.2 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 secretary to the Govt. of Manipur (urban development), who shall 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 sealed Envelope 1.

### Checklist of Submissions

TECH-1	Letter of Proposal
TECH-2	Particulars of the Applicant
TECH-3	Statement of Legal Capacity
TECH-4A	Power of Attorney
TECH-4B	Power of Attorney for Lead Member of Consortium
TECH-4C	Format for Joint Bidding Agreement
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	Details of Consortium Members
TECH-14	Financial Proposal

### TECH-I – Proposal Submission Form

*[On the Letter Head of the Applicant (in case of Single Applicant) or Lead Member (in case of a Consortium)]*

(Date and Ref)

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

**Sub:** Request for Selection of consultant for conducting Topographic survey in Imphal, Manipur

Dear Ma'am,

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 conducting Topographic survey 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 declare that we/any member of the consortium, are/is not a Member of a/any other Consortium applying for Selection as a Consultant.
8. 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.
9. 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.
10. 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.
11. 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.
12. 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.
13. I/We agree to keep this offer valid for six months from the Bid Due Date specified in the RFP.
14. 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-4A.
15. A Power of Attorney in favor of the Lead Member to sign and submit this Proposal and documents for and on behalf of the consortium members is attached herewith in format provided at TECH-4B. (applicable in case of consortium only)
16. In the event of my/our firm/ consortium 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.
17. 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.
18. The Technical Proposal shall constitute the Application made in response to the RFP and shall be binding on us.

19. 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.
20. 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.
21. 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.
22. I/We agree and undertake to abide by all the terms and conditions of the RFP document.
23. We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations under the RFP documents till the completion of the Assignment/ Services in accordance with the terms of the RFP documents.

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 / Lead Member)

Note:

The clauses that relate to consortium to be struck off in case of the Applicant is not a consortium.

**TECH-2 - PARTICULARS OF THE APPLICANT**

(Each Member in case of a Consortium)

1	Title of Assignment: <b>Request for Proposal for Selection of consultant for conducting Topographic survey in Imphal, Manipur</b>																								
2	<p>State whether applying as Sole Firm or Lead Member of a consortium:</p> <p>Sole Firm or Lead Member of a consortium</p> <p><b>Details of Applicant including (Members in case of Consortium):</b></p> <p>Name of Applicant:</p> <p>Brief description of the Applicant:</p> <p>Country of Incorporation:</p> <p>Date of incorporation and / or commencement of business:</p> <table border="1"> <thead> <tr> <th>Sl. No.</th> <th>Name of Member</th> <th>Type of Organisation or Company Structure</th> <th>Principal Office, Branches</th> <th>Main lines of business, Core Area/ Strength</th> <th>Role of the Member*</th> </tr> </thead> <tbody> <tr> <td>1</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>2</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>3</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p>* Role of each Member should be clearly identified and specified by mentioning the level of engagement in executing this Assignment.</p> <p>Location of Principal Office that will be responsible for the implementation of this work: (a) India (b) other</p> <p>Demonstrate their credentials through national / international awards / any other distinctions</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:</p> <p>b) Designation:</p> <p>c) Company:</p> <p>d) Address:</p> <p>e) Telephone No:</p> <p>f) E-mail Address:</p> <p>g) Fax No:</p>	Sl. No.	Name of Member	Type of Organisation or Company Structure	Principal Office, Branches	Main lines of business, Core Area/ Strength	Role of the Member*	1						2						3					
Sl. No.	Name of Member	Type of Organisation or Company Structure	Principal Office, Branches	Main lines of business, Core Area/ Strength	Role of the Member*																				
1																									
2																									
3																									

	<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> <p>f) Fax No.</p> <p>In case of Consortium, the contact and communication information above should be provided for all the Members of the Consortium.</p>
3	<p>For the Applicant, (in case of a consortium, for each Member), state the following information:</p> <p>a) In case of non-Indian Firm, does the Firm have business presence in India? <i>Yes/No</i> If so, provide the office address (es) in India.</p> <p>b) Has the Applicant or any of the Members in case of a consortium been penalized by any organization for poor quality of work or breach of contract in the last five years? <i>Yes/No</i></p> <p>c) Has the Applicant/Member ever failed to complete any work awarded to it by any public authority/entity in last five years? <i>Yes/No</i></p> <p>d) Has the Applicant or any member of the consortium been blacklisted by any Government department/Public Sector Undertaking in the last five years? <i>Yes/No</i></p> <p>e) Has the Applicant or any of the Members, in case of a consortium, suffered bankruptcy/insolvency in the last five years? <i>Yes/No</i></p> <p>Note: If answer to any of the questions at (b) to (e) 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>
4	<p>Does the Applicant's firm/company (or any member of the consortium) combine functions as a Consultant or adviser along with the functions as a contractor and/or a manufacturer? <i>Yes/No</i></p> <p>If yes, does the Applicant (and other Member of the Applicant's consortium) agree to limit the Applicant's role only to that of a Consultant to Town Planning Department and to disqualify themselves, their Associates/ affiliates, subsidiaries and/or parent organization subsequently from work on this Assignment in any other capacity? <i>Yes/No</i></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.

Madam,

**Sub:** Request for Proposal for Selection of consultant for conducting Topographic survey in Imphal, Manipur

I/We hereby confirm that we, the Applicant, satisfy the terms and conditions laid down in the RFP document.

I/We hereby confirm that we, the Applicant (along with other members in case of Consortium), satisfy the terms and conditions laid down in the RFP document.

I/We have agreed that ..... (Insert Applicant's name) will act as the Lead Member of our Consortium.

I/We have agreed 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.....

**Note:**

*To be signed by all the members of the consortium, in case of bid submitted by the consortium Applicant.*

#### TECH-4A - 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 conducting Topographic survey 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 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 Selection of consultant for conducting Topographic survey 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:**

*To be executed by the sole Applicant or the Lead Member in case of a Consortium as the case may be.*

*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-4B - FORMAT FOR POWER OF ATTORNEY FOR LEAD MEMBER OF  
CONSORTIUM**

*(On a Stamp Paper of relevant value)*

**POWER OF ATTORNEY**

Whereas the Town Planning Department, Imphal, Manipur (hereinafter referred to as “TPD”), has invited Proposals from interested parties for \ for “Selection of consultant for conducting Topographic survey in Imphal, Manipur ” (“the Assignment”).

Whereas, .....,.....and.....( collectively the “Consortium”) being members of the Consortium are interested in participation of bidding for the Assignment and implementing the same in accordance with the terms and conditions of the RFP Document and other connected documents in respect of the Assignment, and

Whereas, it is necessary under the RFP Document for the members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s Bid/ Proposal for the Assignment and the Lead Member would have all necessary power and authority to do all acts, deeds and things on behalf of the Consortium, as may be necessary in connection the Consortium’s proposal for the Assignment.

**NOW THIS POWER OF ATTORNEY WITNESSETH THAT:**

We, M/s. \_\_\_\_\_, and M/s. \_\_\_\_\_ (the respective names, constitution and addresses of the registered office) do hereby irrevocably nominate, constitute, appoint, authorize and designate M/s. \_\_\_\_\_ being one of the members of the Consortium, as the Lead Member of the consortium, and true and lawful attorney of the Consortium (hereinafter referred to as “the said Attorney”), to do on behalf of the Consortium all or any of the acts, deeds or things necessary or incidental to the Consortium’s Proposal for the Assignment, including submission of bid/ application/ proposal, participating in conferences, responding to queries, submission of information/ documents, sign and execute contracts and undertakings consequent to acceptance of bid of the Consortium and generally to represent the Consortium in all its dealings with TPD, any/ or other Government Agency or any person, in connection with the Assignment until culmination of the process of participation and thereafter till the completion of all the Assignment under the terms of the RFP documents.

We hereby agree to ratify all acts, deeds and things done or caused to be done by Lead Member as our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts deeds and things done by our aforesaid Attorney shall and shall always be deemed to have been done by us/Consortium and each of us shall be jointly and severally responsible and liable for any and all such acts, deeds and things done by the said Attorney.

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

\_\_\_\_\_  
(Executants)

(To be executed by all the members of the Consortium)

***Note:***

*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.*

*Also wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as resolution/ power of attorney in favour of the person executing this power/ of attorney for the designation of power hereunder on behalf of the Applicant.*

***(All agreement shall have to be executed in INDIA)***

***(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-4C - FORMAT OF JOINT BIDDING AGREEMENT

*(To be executed on stamp paper of appropriate value)*

THIS JOINT BIDDING AGREEMENT is entered into on this the ..... day of ..... 20...

AMONGST

1. [ ], [a company incorporated under the Companies Act, 1956 and having its registered office at] ..... (hereinafter referred to as the “First Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. [ ], [a company incorporated under the Companies Act, 1956 and having its registered office at]..... (hereinafter referred to as the “Second Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. [ ], [a company incorporated under the Companies Act, 1956 and having its registered office at]..... (hereinafter referred to as the “Third Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)}

The above-mentioned parties of the [FIRST, SECOND AND THIRD] PART are collectively referred to as the “Parties” and each is individually referred to as a “Party”

WHEREAS,

- A. Town Planning Department, Manipur (TPD) having its registered office at Imphal, Manipur (hereinafter referred to as the “Client” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited proposals (the Applications”) by its Request for Proposal No. .... dated .....(the “RFP”) for Selection of consultant for conducting Topographic survey in Imphal, Manipur (the “Consultancy”).
- B. The Parties are interested in jointly bidding for the Consultancy as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Consultancy, and
- C. It is a necessary condition under the Consultancy document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

### 1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

### 2. Consortium

- 2.1 The Parties do hereby irrevocably constitute a consortium (the “Consortium”) for the purposes of jointly participating in the selection process for the Consultancy.

- 2.2 The Parties hereby undertake to participate in the Bidding process only through this Consortium and not individually and/ or through any other consortium constituted for this Consultancy, either directly or indirectly or through any of their Affiliates.

### **3. Covenants**

The Parties hereby undertake that in the event the Consortium is declared the selected Consultant and awarded the Consultancy, the Parties shall enter into a contract for consultancy services (“Contract”) with the Authority and for performing all obligations as the Consultant in terms of the Contract for the Consultancy.

### **4. Role of the Parties**

The Parties hereby undertake to perform the roles and responsibilities as described below:

- a) Party of the First Part shall be the Member in Charge of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the selection process for the Consultancy and until the Effective Date under the Contract;
- b) Party of the Second Part shall be [ ];and
- c) Party of the Third Part shall be [ ].

### **5. Joint and Several Liability**

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Consultancy and in accordance with the terms of the RFP and the Contract, for the performance of the Contract.

### **6. Member in Charge**

Without prejudice to the joint and several liabilities of all the Parties, each Party agrees that it shall exercise all rights and remedies under the Contract through the Member in Charge and the Client shall be entitled to deal with such Member in Charge as the representative of all Members. Each Party agrees and acknowledges that:

- i. any decision (including without limitation, any waiver or consent), action, omission, communication or notice of the Member in Charge on any matters related to the Contract shall be deemed to have been on its behalf and shall be binding on it. The Client shall be entitled to rely upon any such action, decision or communication from the Member in Charge;
- ii. consolidated invoices for the services in relation to the Consultancy performed by all the Members shall be prepared and submitted by the Member in Charge and the Client shall have the right to release payments solely to the Member in Charge and the Client shall not in any manner be responsible or liable for the inter se allocation of payments, works etc. among the Parties;
- iii. any notice, communication, information or documents to be provided to the Consultant shall be delivered to the authorized representative of the Consultant (as designated pursuant to the Contract) and any such notice, communication, information or documents shall be deemed to have been delivered to all the Parties.

## **7. Representation of the Parties**

Each Party represents to the other Parties as of the date of this Agreement that:

- a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Party is annexed to this Agreement, and will not, to the best of its knowledge:
  - i. require any consent or approval not already obtained;
  - ii. violate any Applicable Law presently in effect and having applicability to it;
  - iii. violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
  - iv. violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
  - v. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

## **8. Termination**

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Effective Date under the Contract, in case the Consultancy is awarded to the Consortium. However, in case the Consortium is not selected for award of the Consultancy, the Agreement will stand terminated upon intimation by the Authority that it has not been selected and upon return of the Bid Security by the Authority.

## **9. Miscellaneous**

- 9.1 This Joint Bidding Agreement shall be governed by laws of India.
- 9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Client.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of

MEMBER IN CHARGE by:

SECOND PART

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

THIRD PART

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

1.

2.

**Notes:**

*The mode of the execution of the Joint Bidding Agreement 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.*

*Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.*

*For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.*

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

**Request for Proposal** for Selection of consultant for conducting Topographic survey in Imphal, Manipur

**Anti-Collusion Certificate**

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.

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

***Note:***

*To be executed by all the Members in case of Consortium.*

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

**Request for Proposal for Selection of consultant for conducting Topographic survey in Imphal, Manipur**

Ref.

Date:

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

**Sub:** Request for Proposal for Selection of consultant for conducting Topographic survey in Imphal, Manipur (RFP) ('Assignment')

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 \_\_\_\_\_, 2021.

Name of the Applicant

\_\_\_\_\_  
Signature of the Authorised Person

\_\_\_\_\_  
Name of the Authorised Person

*Note: To be signed by the Lead Member(s) in case of a Consortium.*

**TECH- 7 - FORMAT FOR AFFIDAVIT**

**Request for Proposal for Selection of consultant for conducting Topographic survey in Imphal, Manipur** *(Separate Affidavits are to be submitted by each member in case Applicant is a Consortium)*

*(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:

*(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 consultancy for Topographical survey Services (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.

**Appendix to Tech 8:**

Sl. No.	Title of Project	Client	Annual Revenue
<b>FY 2019-20</b>			
<b>1</b>			
<b>2</b>			
<b>..</b>			
<b>Total for 2019-20</b>			
<b>FY 2018-19</b>			
<b>1</b>			
<b>2</b>			
<b>..</b>			
<b>Total for 2018-19</b>			
<b>FY 2017-18</b>			
<b>1</b>			
<b>2</b>			
<b>..</b>			
<b>Total for 2017-18</b>			

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorized signatory)

**Notes:**

- i. *The Applicant should provide the Financial Capability based on its own audited financial statements. Financial capability of the Applicant's parent company or its subsidiary or any associate company (who are not Members of the Consortium) will not be considered for computation of the Financial Capability of the Applicant.*
- ii. *Any Applicant consisting of a Single Entity should fill in details as Single Entity Applicant and in case of a Consortium; the details need to be provided for Lead Member.*
- iii. *Instructions for calculation of Financial Capability: Fees from Consultancy Services only for “Relevant Project” as defined in this RFP shall be considered for calculation of financial capacity.*
- iv. *The Statutory Auditor issuing the certification for the Applicant must hold a valid Certificate of Practice.*
- v. *The financial year would be the same as followed by the Applicant for its annual report.*
- vi. *The Applicant shall provide audited Annual Reports as required under this RFP Document. For a Consortium, audited Annual Reports of Lead Member shall be provided.*
- vii. *In case of foreign currency, exchange rate shall be daily representative exchange rate published by the Reserve Bank of India as on the date of advertisement of the RFP.*

***These details need to be provided for all the members of the consortium***

**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	Revenue & Land Record Expert						
3	GIS/CAD Technician						
4	Surveyor (1)						
5	Surveyor (2)						
6	Surveyor (3)						

*\*Team Leader shall be from Lead Member in case of Consortium*

*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 experience for which your consultancy (Each Member in case of Consortium) was legally contracted for carrying out services similar to the ones requested under this Assignment during last 7 years ending March , 2021.]

Name of Applicant:	
Name of the Project:	
Project Type (LAP/TPS)	
Description of services performed by the Applicant firm:	
Name of Client and Address: (Indicate whether public or private entity)	
Name and telephone no. of client's representative:	
Estimated Capital Cost of Project (in Rs. lakhs or US\$ million):	
Area of project (in acres)	
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:	

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)

**Note: The Applicant (single party or consortium) 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 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 (Each Member in case of Consortium) 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.
- Any Applicant consisting of a Single Entity should fill in details as Single Entity Applicant and in case of a Consortium; the details need to be provided for each Entities / Applicants.
- The Applicant should provide details of only those projects undertaken by it. Project experience of the Applicant's parent company or its subsidiary or any associate company (who is not a member of the Consortium) will not be considered for computation of the experience. However, wholly owned subsidiaries may claim experience of Parent Company provided the Parent Company provides a notarised authorisation to the concerned subsidiary to use their credentials and confirms Parent Company Guarantee for satisfactory performance of Services by the subsidiary.
- The Applicant (Each Member in case of Consortium) should furnish the details of Relevant Experience as on the date of submission of the Proposal.
- The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Applicant.
- Exchange rate shall be the daily representative exchange rate published by the Reserve Bank of India as on the date of issue of RFP.
- Only completed projects shall be considered for evaluation.**

**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 and telephone no. of client's representative:	
Estimated capital cost of the Project (in 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 (Each Member in case of Consortium) 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]: Employer: Positions held:	Project 1.....	role and services
	Project 2.....	role and services
	Project 3.....	role and services
	Project .....	role and services

<b>11. Detailed Tasks Assigned</b>  [List all tasks to be performed under this Assignment]	<b>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</b>  [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 - DETAILS OF CONSORTIUM MEMBERS**

1. Details of the Firm				
Firm's Name, Address and Telephone				
Name and Telephone No. of the Contact Person				
Fields of Expertise				
Nature of Experience (no. of years, expertise)				
2. Services that are proposed to be sub contracted:				
3. Person who will lead the Member*				
Name:				
Designation:				
Telephone No:				
Email:				
4. Details of Firm's previous experience				
Project and Location	Name, address and telephone no. of Client	Scope	Duration (Start Date – Completion Date)	Status
1.				
2.				
3.				

(Signature and name of the authorized signatory)

**Note:**

1. *\*The CV of the Person who will lead the Member shall be provided as the format specified in TECH 13*
2. *Use separate form for each Consortium Members*

**TECH-14 – FINANCIAL PROPOSAL**

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

No.	Particulars	Rate Per Hectare (in INR)
1	Rate for conducting survey in Open Land Area	
2	Rate for conducting survey in Built Area	

(Signature and name of the authorized signatory)

***Note:***

- 1. The Financial proposal (Tech-14) is for online submission only.***
- 2. The cost above is exclusive of GST.***

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

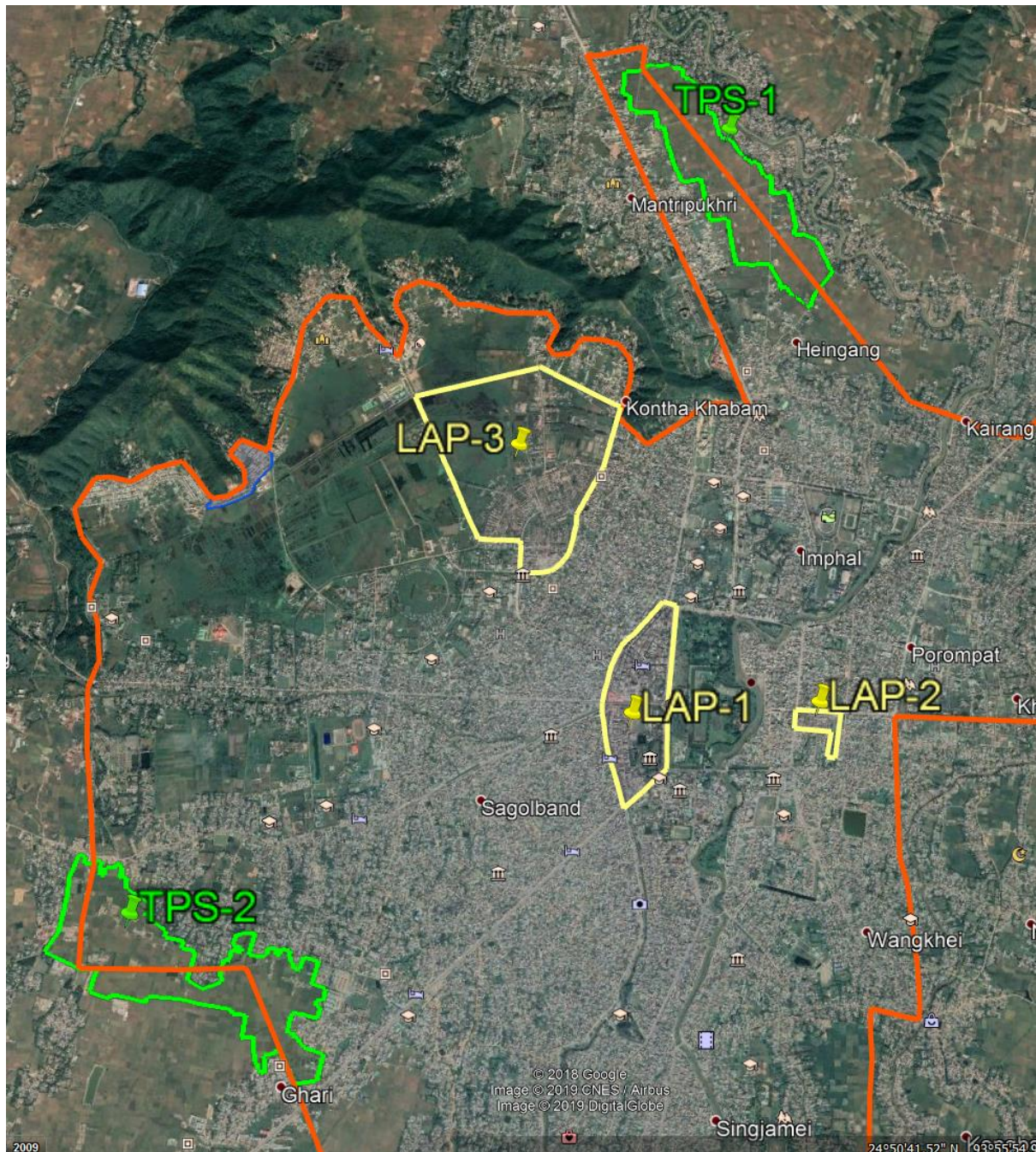


Figure 1-LAP & TPS Sites

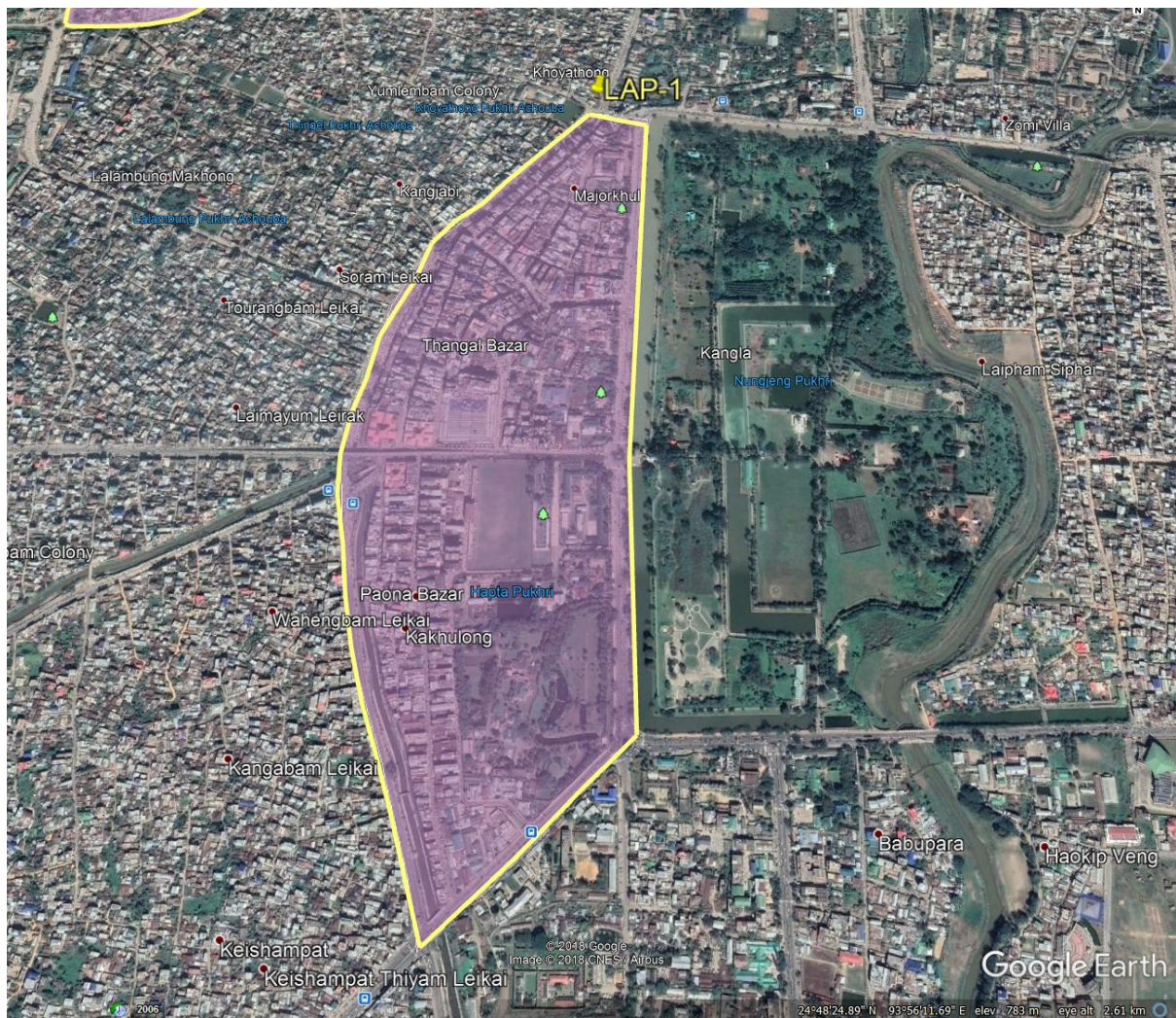


Figure 2-LAP 1



**Figure 3-LAP-2**

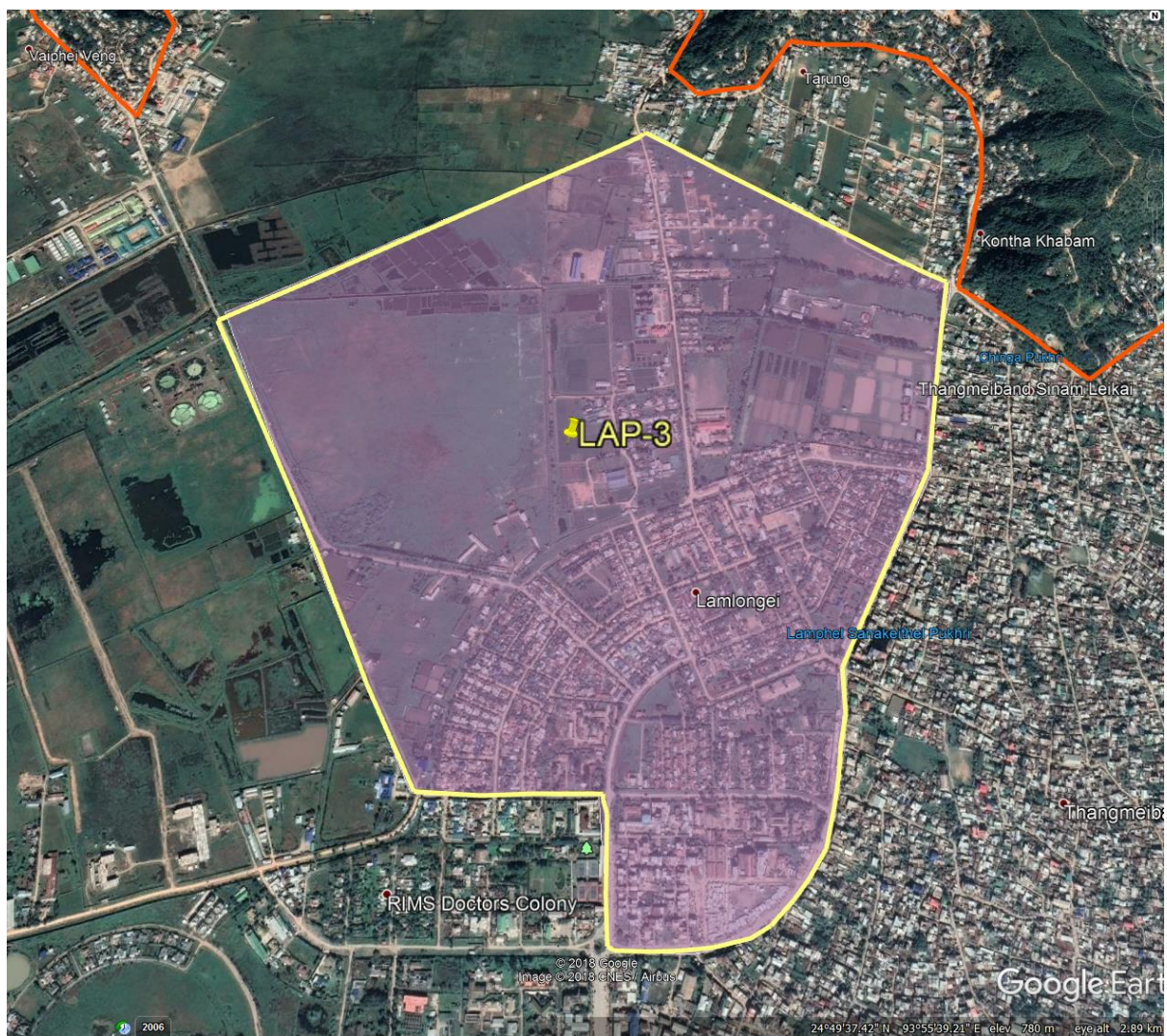


Figure 4-LAP-3

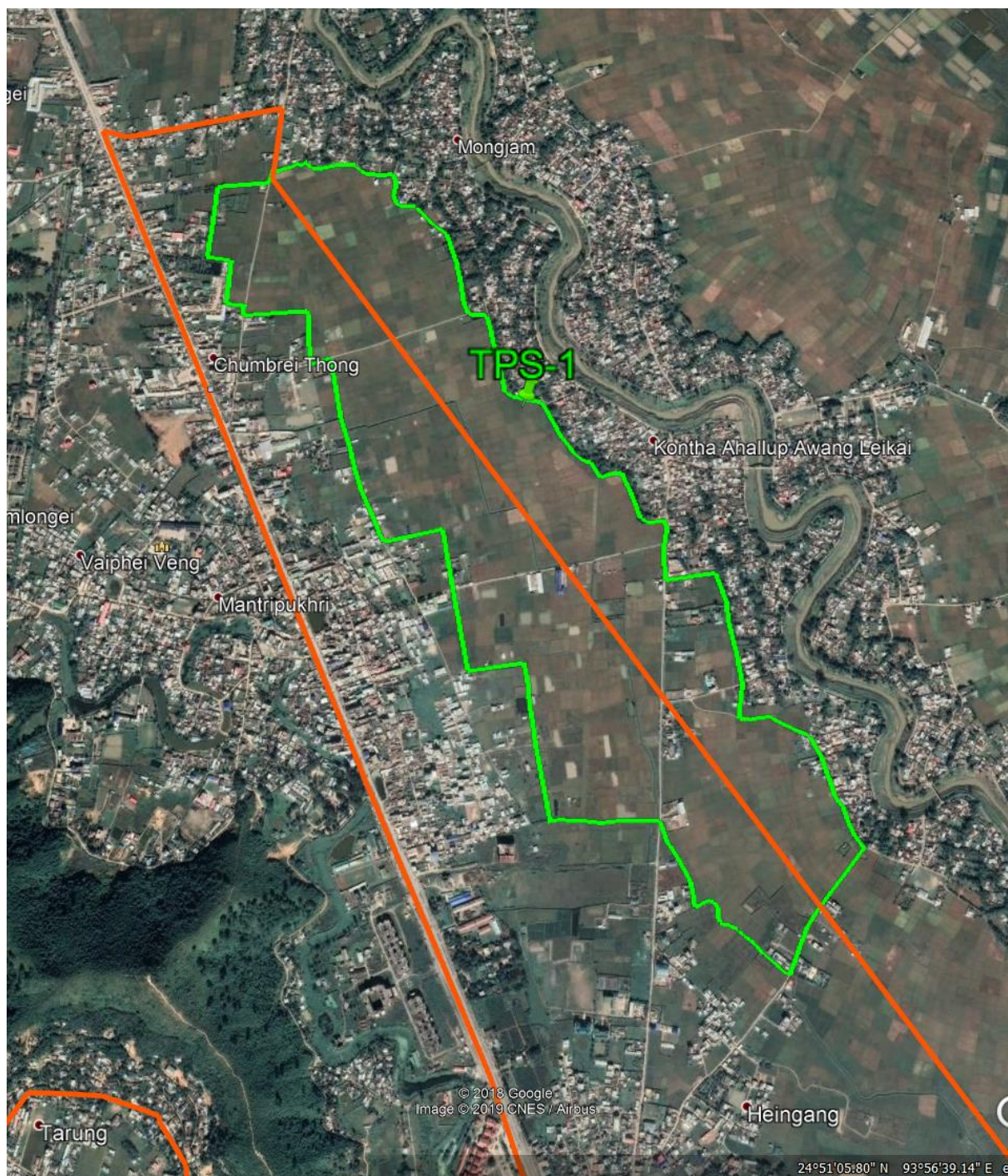


Figure 5-TPS-1

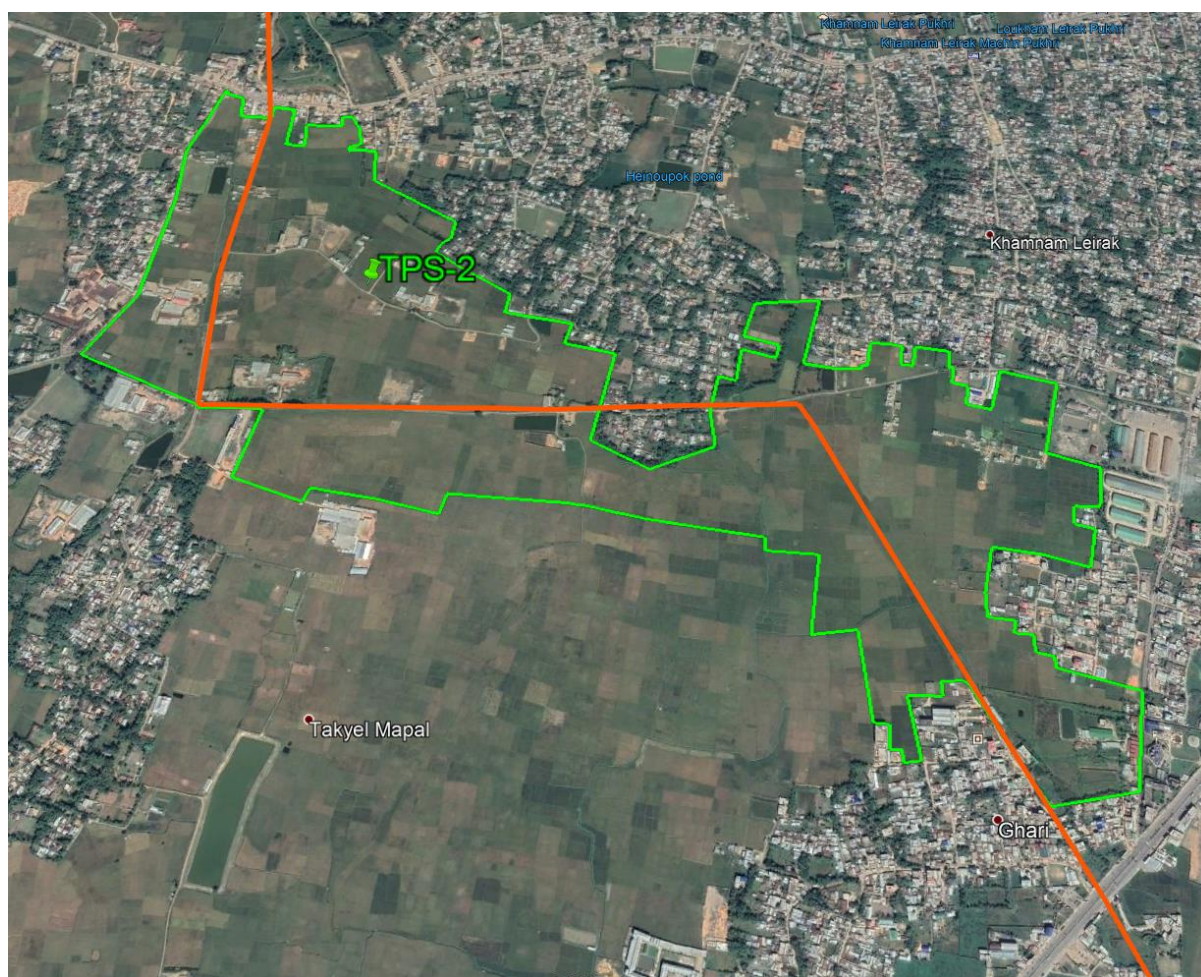


Figure 6-TPS-2