

GOVERNMENT OF MANIPUR  
DIRECTORATE OF TOURISM

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**NOTICE INVITING TENDER**


Imphal, the 2<sup>nd</sup> November, 2020

**No. 4/566/2020 - DTSM:** In pursuance of the approval conveyed by the Government vide letter No. 29/1/2020-TSM (Mega) dated 26.10.2020, the Directorate of Tourism, Government of Manipur invites e-bids from intending reputed Firms/ Agency/ Company for selection of Project Management Consultant for "Loktak Lake Eco-Tourism Project" under EAP funding.

Sl. No.	Name of RFP
1	Selection of Project Management Consultant for "Loktak Lake Eco-Tourism Project"

Detailed, Request for Proposal (RFP) documents containing information on eligibility, dates and timelines, required formats etc shall be available in the website [www.manipur-tourism.gov.in](http://www.manipur-tourism.gov.in) and the Government website [www.manipur.gov.in](http://www.manipur.gov.in), [www.manipur-tenders.gov.in](http://www.manipur-tenders.gov.in) from 03.11.2020 onwards.

Further, the bidding shall be online and all interested firms/ Organizations and Companies etc shall apply the bid through online at [www.manipur-tenders.gov.in](http://www.manipur-tenders.gov.in).

  
(W. Ibihal Singh)  
Director (Tourism), Manipur

**Copy to :**

1. S.O. to Chief Secretary, Government of Manipur.
2. Commissioner, Tourism, Government of Manipur.
3. Director (IT), Manipur.
4. Editor- Indian Express (English), - with a request to kindly publish the above tender notification for 1 (one) day as advertisement.
5. Editor - The Sangai Express (English), Huciyen Lanpao (Manipur) - with a request to kindly publish the above r notification for 1(one) day as Advertisement.
6. Mr. Martha Khuman, Web manager - with a request to kindly upload the above Notification in the Government website: [www.manipur.gov.in](http://www.manipur.gov.in)
7. Mr Deepak , Manger IT, TCML, - with a request to kindly upload the above Notification in the Department's website : [www.manipur-tourism.gov.in](http://www.manipur-tourism.gov.in)
8. Relevant File.

# **REQUEST FOR PROPOSAL**

## **LOKTAK LAKE ECO-TOURISM PROJECT**

**Selection of Project Management Consultant**

**for**


**Loktak Lake Eco-Tourism Project**

**At**

**The Directorate of Tourism, Government of Manipur**

RFP No.: 02/2020, Imphal, dated 02/11/2020

**Directorate of Tourism  
Imphal West, North AOC,  
Manipur – 795001**



## 1. SECTION - 1 DISCLAIMER

The information contained in this Request for Proposal document ("RFP") or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Directorate of Tourism, Government of Manipur (Authority) or any of their 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 and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.



## 2. SECTION -2: INVITATION AND SCHEDULE OF BIDDING PROCESS

- 2.1. Directorate of Tourism (DOT), Government of Manipur (GoM) (hereinafter referred to as the "Authority") intends to select a Project Management Consultant for Loktak Lake Eco-Tourism Project (hereinafter referred to as The PMC). The PMC will work in close coordination with the DOT for preparation of DPRs, Bids, Bid process Management, transaction management services, coordination with Ministry of Tourism/other funding agencies for securing funds/grants and in intermittent design supervision. The PMC will structure the projects and assist in the financial closure of the PPP projects. The PMC should have skills and experience in Tourism and infrastructure sector.
- 2.2. Tourism Directorate, Government of Manipur (the "Authority") is the nodal agency for the planning and implementation of tourism projects in the State of Manipur through concerned Nodal Departments specialized for different Components/Sub-Components.
- 2.3. The Authority intend to promote development of projects in the state of Manipur through PPP and Non-PPP mode. The Authority would also endeavour to avail grants from Government of India and funding from multi-lateral and bi-lateral agencies for such projects in Manipur.
- 2.4. The Authority has a limited in-house manpower capacity. The Authority therefore needs human resource and intellectual support to conceptualise, carry out necessary documentation, analyse, prepare detailed project reports, detailed BoQs, tender documents and detailed specifications, transaction advisory, financial closure and in periodic monitoring and supervision of project implementation.
- 2.5. The Authority intends to select and appoint a Project Management Consultant, having sectoral experts with specific skills and experiences through this RFP for providing the services described in the scope of services in this RFP.
- 2.6. **Goals and Objectives:**
- To set up a Mega Eco-Tourism Project at Loktak Lake, Bishnupur District, Manipur and to develop the area as a world class tourist destination in the State.
  - To undertake concurrently Catchment Treatment of the Area around Loktak Lake while developing the area for eco-tourism purposes.
  - To develop Loktak Lake as a Major Eco-Tourism hotspot by way of construction of embankments and footpath around the lake stretching from the Phubala area, Sendra, Omba Ching, Chaoba Ching, Komiakhong and Karang areas etc. – **"Comprehensive Lake Front Development"**

- To set-up multi-pronged Eco-Tourism Activities viz., Integrated Rope-ways, a Ring Bundh around the Loktak Lake at select/identified sites, Eco-Park, Water Sports, Adventure Sports, Tourist Huts, Home-stays, Golf course, Amusement Park etc.

#### 2.7. Activities involved:

- Development of Loktak Lake Front to attract tourists and to provide provision for resting and viewing of Loktak Lake and bird watching.
- Development of Pumlun-Pat with Eco-friendly structures and public utility services.
- Development of Water bodies inside the Loktak lake as eco-tourist destinations.
- Providing basic infrastructure in the islands in and around the Loktak area.
- Development of Eco-Resorts with state-of-the-art facilities and indigenous themes, providing area for Meditation and Yoga etc.
- Construction of Jetties, wherever required.
- Construction of footpath with appropriate railing around the Loktak Lake at selected sites.
- Development of roads connecting to the important tourist destinations.
- Development of a Golf-course alongside the Lake Front at a suitable site.
- Development of Water Adventure Sports, Souvenir Shops, Children Amusement park etc.
- 'Chopper Services' in and around Loktak Lake.
- To develop 'Artificial Beach' at the bank of lake.
- To develop an Amphitheater/Performing stage(s).
- To develop a bridge on the way to Sendra like a Hump Bridge below which boat rides can be enjoyed.
- Loktak Lake Catchment treatment of the surrounding hills to safeguard the area while developing it as an Eco-tourism hub Development of Homestays at the bank of the Lake viz., Thanga, Karang etc.
- Development of Plan for cleaning, filtration of water flowing into Loktak lake from different Rivers.
- To develop a 'Master Plan' for Waste Management at different Tourist destinations to avoid pollution in the Lake.
- To develop a 'Master Plan' for sustained cleaning of Loktak Lake for making it more eco-friendly.

#### 2.8. Output and Outcome of the project

- Creating eco-friendly infrastructure and investing in natural capital for creating a sustainable model of tourism development with an aim to boost eco-tourism activities.
- Ecological health of the Lake to be reviewed, renewed and sustained.
- Infrastructure created to be used for organizing cultural events, sports meet, workshops and conferences – both at National and International level.
- To enhance travel activities and promote eco-tourism in the State.
- To generate revenue for the State through in-flow of tourists both domestic and international.
- Development of Solid Waste Management Plant to curb pollution in and around the Lake.
- Providing livelihood alternatives and upliftment of the local communities.
- Direct employment opportunities to local youths as service providers to the Tourism industry.

- Providing of indirect employment for local labor and support to ancillary industries.
- Capacity Building of local communities.

#### 2.9. Deliverables

- Project Inception Report covering all the various inception activities, overall project concept and detailed project plan
- Project Report including Detailed project report for seeking funding from Govt, multilateral and other agencies
- Detailed Design Document (including all reports required for all approval including environment) including finalization of the overall cost – including PPP components
- Marketing document of the Loktak Lake
- Preparation of Bid Document (estimated at 7 separate packages) including for PPP based upon the finalized concept of the Development of the LokTak lake as a tourist destination
- Support the Tender process and Tender Evaluation Report
- Draft Contract and Onboarding report of the finalized bidder
- Project Progress monitoring and reporting for the entire duration of the contract

#### 2.10. Services

- The Consultant is intended to be a self-sufficient team that shall provide the services of a team of executives and support staff with skills and experience commensurate with the task requirements.
- The consultants will set up a local office in Manipur with the Project Director and atleast 4 resources in the state during the currency of the engagement i.e. 3 years. The Office will be set up within 15 days of the start of the Project
- The team of experts shall assist the Authority in preparation of activities listed in section 2.7 like Eco- restoration and Eco-tourism Plan, DPR and shall also assist in transaction advisory services for developing PPP and Non-PPP projects, as per the instruction of the Authority. The details of key experts needed for the project is given in Appendix F1

2.11. The Authority would endeavor to adhere to the following schedule:

Event Description	Scheduled Date
Last date of receiving query	Upto the date of the Pre-proposal conference
Pre-proposal conference	10/11/2020 at 11:00am
Proposal Due Date (PDD) and time (i.e. last date and time of receiving Proposals)	23 <sup>rd</sup> November, 2020 up to 16:00 Hrs.
Submission of proposals (Bids)	This should be submitted online at <a href="https://manipur.tenders.gov.in">https://manipur.tenders.gov.in</a>
Opening of Technical Proposals	On Proposal Due Date at 17:00 Hrs or thereafter
Technical Presentation	Shall be intimated later

Opening of Financial Proposals	Shall be intimated later
Validity of Proposals	180 days of Proposal Due Date

2.12. **Pre-Proposal Conference**

The date, time and venue of Pre-Proposal Conference shall be as indicated above at Directorate of Tourism, Imphal West, North AOC, Manipur – 795001.

2.13. **Communications**

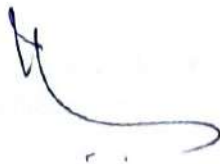
2.13.1. All communications including the submission of Proposal should be addressed to:

ATTN. OF:                   The Director  
                                  Directorate of Tourism  
                                  Imphal West, North AOC,  
                                  Manipur – 795001  
TEL NO:                   (0385) 242 1794  
Fax No.:                   (0385) 245 0964  
E-MAIL:                   manipurism@gmail.com

2.13.2. The **Official Website** of the Authority is: <http://www.manipuritourism.gov.in/>

2.13.3. All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:

"SELECTION OF CONSULTANT FOR SETTING UP OF PMC AT THE DIRECTORATE OF TOURISM, GOVERNMENT OF MANIPUR".





### 3. SECTION - 3 INSTRUCTIONS TO APPLICANTS

3.1 Each Applicant shall submit a maximum of one (1) Proposal for the Assignment, in response to this RFP document. Any Applicant, who submits more than one Proposal for the Assignment shall be disqualified.

#### 3.2 Bid process

- i. The Authority intends to adopt a QCBS bidding process for selection of the firm for PMC for this Assignment. The Proposal would be evaluated on the basis of the evaluation criteria set out in this RFP document in order to identify the successful Applicant ("Successful Applicant"). The Successful Applicant is required to enter into a Consultancy Agreement with The Authority and the draft of the same is set out in **Schedule B**. The fees shall be paid to the PMC by The Authority in the manner as set out in the Draft Consultancy Agreement.
- ii. At any time prior to the Proposal Due Date, The Authority may, for any reason, whether at its own initiative or in response to clarifications requested by any Applicant, modify the RFP document by the issuance of Addenda, or amendment.
- iii. The Proposal shall remain valid for a period not less than 180 days from the Proposal Due Date (Proposal Validity Period). The Authority reserves the right to reject any Proposal, which does not meet this requirement.

#### 3.3 Minimum Eligibility Criteria

- (i) The Bidder shall be a company incorporated in India under the Companies Act 1956/2013 or a company incorporated under equivalent law abroad. The Bidder shall be required to submit a true copy of its Incorporation Certificate.
- (ii) The Bidder shall have a minimum average annual turnover of Rs.30 crore (Rs. Thirty crore) in the last 3(three) financial years preceding the PDD. A certificate from Chartered Accountant must be accompanied specifying the turnovers and the average.
- (iii) The Bidder should have a positive net worth as on the closure of the previous financial year.
- (iv) The Bidder should have in the last 10 (Ten) Financial years preceding the PDD, undertaken atleast one project in each of the following category of eligible assignments:



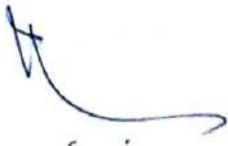
- a. Provided Programme Management Support to any Central/State Governments/Agencies/Directorates or Corporations in tourism sector in the last 10 years.(minimum 2 years completed PMC).
- b. Experience in preparation of atleast one DPR and Transaction Advisory services for Tourism projects in the last 10 years with each project, being of a value of, not less than Rs. 100 Crores(Rupees One hundred crores only – tendered cost of the project).
- c. Should have undertaken atleast one PMC assignment in "tourism" of project costing not less than Rs. 50 crores (Rupees Fifty crores only - execution cost of project completed at site) in the last 10 years.
- d. Experience of preparing atleast one Eco-restoration DPR/River front/River restoration DPR for lake/river in the last 10 years.
- e. Experience of providing consultancy/advisory services to Government Entities (State / Central / Local Govt / Undertakings / Departments / etc.)for any infrastructure project through Public Private Partnership (PPP) or other forms of private participation, having project cost of at least Rs. 100 Crores(Rupees One hundred Crores Only – PPP projects) in India in the last 7 years (Only completed projects wherein LoA has been issued to selected bidder / concession agreement has been signed with concessionaire, will be considered for purpose of eligibilities as well as marking).

**Note:**

- (i) The Bidder is required to submit separate projects for each category of eligible assignments mentioned above. Same project can not be claimed under more than one categories,
- (ii) All above information should be supported by either a chartered accountant certificate or client certificate or a copy of the extract of signed agreement with the private developer/concessionaire/contractor (in case of b & c above).
- (iii) The bidder shall be a single entity. Consortium, Academic and voluntary organizations are not eligible to participate in the selection process under this RFP.
- (iv) Bidders who fulfil all minimum eligibility conditions above mentioned in clause 3.3 only will be considered for technical and financial evaluation. The technical and financial bids of others will not be considered and returned unopened after completing the selection process.

**3.4 Opening of Technical proposal**

In this stage, only the technical proposals of the bidders will be opened and screened for eligibility and only eligible proposals will be evaluated.



**3.5 Earnest Money Deposit (EMD)**

3.5.1 Proposal should necessarily be accompanied by Earnest Money Deposit of an amount of Rs.27,00,000/- (Rs. TwentySeven Lakhs only) in the form of a Demand Draft in favour of The Director, Directorate of Tourism, Government of Manipur of any scheduled bank, payable at Imphal.

3.5.2 EMD shall be returned to the unsuccessful Applicant s within a period of two (2) weeks from the date of signing of Consultancy Agreement between the authority and the Successful Applicant without any deduction through Demand Draft/Bank Transfer. EMD submitted by the Successful Applicant shall be retained and adjusted against Performance Security Deposit.

3.5.3 EMD shall be forfeited in the following cases:

- i. if any information or document furnished by the Applicant is found to be misleading or untrue in any material respect; and
- ii. If the successful Applicant fails to execute the Consultancy Agreement within the time, stipulated in the Letter of Award or any extension thereof provided by the authority.

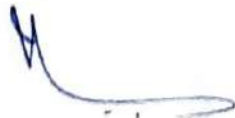
3.6 The roles, responsibilities and broad scope of work of Project Management Consultant (PMC) are set out in the **Appendix I**. The scope of services may be extended on mutually agreed fees, terms and conditions.

**3.7 Clarifications**

A prospective Applicant requiring any clarification on the RFP document may notify the authority in writing to the address as specified in the RFP. The applicants should send in their queries latest by the **Last Date for Receiving Queries** mentioned in the Schedule of Bidding Process. The responses shall be uploaded on the Authority's web-portal. Responses would include a description of the enquiry without identifying its source at its sole discretion.

**3.8 Format and Signing of Proposal**

The Applicant is required to provide all the information as per this RFP document the authority shall evaluate only those proposals that are received within the time and in the required format and are complete in all respects. Each Proposal shall comprise the following:



**3.9 Details of submissions:**

**3.9.1 Part I Submission**

- a. Covering letter in the format set out in **Appendix A**
- b. Details of the Applicant in the format set out in **Appendix B**
- c. Power of Attorney as per **Appendix C**, authorising the signatory of the Proposal to submit the proposal.
- d. Technical Proposal comprising
  - i. Project descriptions in the format set out in **Appendix D1 and Appendix D2**, with supporting proof
  - ii. Approach and methodology in **Appendix E**
  - iii. Details of key experts in **Appendix F1**
  - iv. Format of CV of key experts in **Appendix F2**
  - v. Financial capability of the applicant in **Appendix G**
  - vi. Earnest Money Deposit in the manner described herein

**3.9.2 Part II Submission**

- a. Financial proposal in the format as set out in **Appendix H**
- b. The Financial Proposal shall be quoted as percentage of project cost which shall be payable to the Consultant deployed under the agreement. It shall be inclusive of
  - i. The Cost to Company expenses of the experts and personnel to be deployed for this assignment
- c. The Financial Proposal shall be exclusive of
  - i. Goods and Service Tax
  - ii. Cost of travelling, communication, printing, consumables, stationaries for the project purpose will be reimbursed as per actuals by the Authority on monthly submission of receipts/bills/invoices.
  - iii. Office space, furniture, hardware, software, internet connection, laptop, printer etc., will be provided to the PMC by the Authority

- 3.10 Financial Proposal shall not include Goods & Service Tax, Cess, Surcharge levied on such services which shall be reimbursed by the authority at the then prevailing rate. Income tax as applicable shall be deducted at source from every payment towards fees.

3.11 The Proposal documents shall be printed and each page shall be initialled by the authorised signatory of the Applicant. All the alterations, omissions, additions, or any other amendments made to the Proposal shall also be initialed by the person(s) signing the Proposal.

**3.12 Submission of Proposal**

3.12.1 The softcopy proposals shall be submitted electronically. The applicant shall assign filenames "Part I" and "Part II" for the zipped files with respect to technical proposal and financial proposal respectively and upload these proposal documents on the portal <https://manipur.tenders.gov.in>. The list of documents to be submitted in each part is mentioned in Clause 3.9.

3.12.2 If the filenames of proposals are not as instructed above, the authority assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and such Proposal, may, at the sole discretion of the authority, be rejected.

3.12.3 The Applicant is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of RFP shall be at the Applicant's own risk.

3.12.4 It shall be deemed that prior to the submission of the Proposal, the Applicant has:

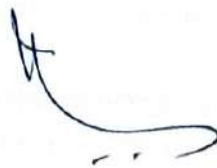
- a. made a complete and careful examination of terms and conditions / requirements, and other information as set forth in this RFP document;
- b. received all such relevant information as it has requested from the authority; and
- c. made a complete and careful examination of the various aspects of the Projects for which the consultancy services are to be provided.

3.12.5 The Authority shall not be liable for any mistake or error or neglect by the Applicant in respect of the above.

3.12.6 Bids from single entity shall only be considered for evaluation. Bidding in consortium shall not be allowed.

**3.13 Proposal Due Date**

- 3.13.1 Proposals should be submitted within the time as mentioned in the Schedule of Bidding Process, at the address and in the manner and form as detailed in this RFP document. Proposals submitted by either facsimile transmission or telex will not be accepted.
- 3.13.2 The Authority may, at its sole discretion, extend Proposal Due Date by issuing a corrigendum.
- 3.14 **Opening of Proposals and Clarifications**
- 3.15 The Authority would open the Technical Proposals on date of opening Technical Proposal as mentioned in the Schedule of Bidding Process for the purpose of evaluation. The Part II Submission of the short listed Applicants shall be opened after intimation of the date, time and venue of such opening in presence of Applicants or their representatives, who choose to remain present.
- 3.16 The Authority reserves the right to reject any Proposal not submitted on time and/or which does not contain the information/documents as set out in this RFP document.
- 3.17 To facilitate evaluation of Proposals, the authority may, at its sole discretion, seek clarifications in writing from any Applicant regarding its Proposal.



### 3. SECTION - 4 - EVALUATION

4.1 The criteria for eligibility, qualification, evaluation and selection of Applicants are set out in the RFP.

4.2 As part of the evaluation, the Part I Submission shall be checked for responsiveness with the requirements of the RFP and only those Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this RFP document.

4.3 The Part I Submission would be considered to be responsive if it meets the following conditions:

- a. it is received by the Proposal Due Date including any extension thereof.
- b. it is signed, stamped on each page and file names assigned as specified in Clause 3.12.
- c. it contains all the information and documents including EMD as requested in the RFP.
- d. it contains information in formats specified in this RFP.
- e. it provides information in reasonable detail. ("Reasonable Detail" means that, but for minor deviations, the information can be reviewed and evaluated by the authority without communication with the applicant). The authority reserves the right to determine whether the information has been provided in reasonable detail.
- f. There are no inconsistencies between the Proposal and the supporting documents.

4.4 A Proposal that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one:

- a. which affects in any substantial way, the scope, quality, or performance of the Assignment, or
- b. which limits in any substantial way, the proposal the authority's rights or the Applicant's obligations under the Agreement, or
- c. which would affect unfairly the competitive position of other Applicants presenting substantially responsive Proposals.

4.5 The responsive Proposals shall be evaluated as per the criteria set out in the RFP.

4.6 Quality Cost Based Selection (QCBS) method would be adopted for selection of Consultant for the Assignment, which has been more fully described in this RFP document.

4.7 In case there are two or more Applicants obtaining the highest Composite Score, the authority may in such case call all such Applicants for negotiations and select the Preferred Applicant on the outcome of the negotiations. The selection in such cases shall be at the sole discretion of the authority.

4.8 The authority reserves the right to reject any proposal, if:

- a) at any time, a material misrepresentation is made or discovered; or
- b) the Applicant does not respond promptly and diligently to requests for supplemental information required for the evaluation of the Proposal.

4.9 Notwithstanding anything contained in this RFP, the authority reserves the right to accept or reject any Proposal, or to annul the bidding process or reject all Proposals, at any time without any liability or any obligation for such rejection or annulment.

4.10 **Proposal Evaluation: Part I Submission**

4.11 The Part I Submission of the Proposal would first be checked for responsiveness with the requirements of the RFP (Stage I Evaluation).

4.12 The evaluation of the Part II Submission would be taken up only after the contents of the Technical Proposal are found to meet the requirements of this RFP. The authority reserves the right to reject the Proposal of an Applicant without opening the Part II Submission if, in its opinion, the contents of Part I Submission are not substantially responsive with the requirements of this RFP.

4.13 The Technical Proposal would be evaluated on the various aspects set out in the RFP. As part of the evaluation of the Technical Proposal, the authority may also request the Applicant to submit clarifications.

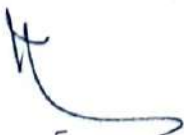
4.14 **Scoring Methodology: Technical Proposal**

4.14.1 The total maximum point for evaluation of Technical Proposal is 100 marks.

4.14.2 The proposals submitted by the consultants would be evaluated and scores would be assigned based on the parameters set out in the table below:

(i) **Opening of Technical proposal and evaluation:**

In this stage, only the technical proposals of the bidders will be opened and screened for eligibility and only eligible proposals will be evaluated on the basis of the following score card:





S.No	Evaluation criteria	Scoring Methodology	Maximum Marks
<b>1.</b>	<b>Firm's presence</b>		<b>50</b>
1.1	Provided Programme Management Support to any Central / State Governments / Agencies / Directorates or Corporations in tourism sector in the last 7 years in India ( <b>minimum 2 years completed PMC</b> ).	1 Eligible Assignments X 5 marks = 5 marks	5
1.2	Experience in preparation of DPR and Transaction Advisory services for Tourism projects in the last 7 years in India with each project, being of a value of, not less than Rs. 100 crores ( <b>Rupees One hundred crores only – tendered cost of the project</b> ).	Upto 2 Assignments – 5 marks	10
		More than 2 Assignments – 10 marks	
1.3	Should have undertaken atleast one PMC assignment in "tourism" of project costing not less than Rs. 50 crores ( <b>Rupees Fifty crores only - execution cost of project completed at site</b> ) in India in the last 7 years.	1 Assignment – 5 marks	15
		2 Assignments – 10marks	
		More than 2 Assignments – 15marks	
1.4	Should have completed Eco-restoration DPR / River front / River restoration DPR for lake/river in the last 10 years.	Upto 2 Assignments – 3marks	5
		More than 2 Assignments – 2marks	
1.5	Experience of providing consultancy/advisory services to Government Entities (State / Central / Local Govt / Undertakings /	1 Assignment – 5 marks	15



Selection of Project Management Consultant (PMC) for Loktak Lake Eco Tourism Project

S.No	Evaluation criteria	Scoring Methodology	Maximum Marks
	Departments / etc.) for any infrastructure project through Public Private Partnership (PPP) or other forms of private participation, having project cost of at least INR 100 Crores (Rupees One hundred Crores Only – PPP projects) in India in the last 7 years.	2 Assignments – 10marks  More than 2 Assignments – 15marks	
<b>2.</b>	<b>Key Experts</b>	<b>Qualification and experience</b>	<b>30</b>
2.1	Project Coordinator Minimum Total experience: 12 years	B. Arch with Masters in Planning having 12-15 years of experience in architectural designing of tourism Infrastructure/Eco-restoration/Eco-tourism.  B. Arch with Masters in Planning having more than 15 years of experience in architectural designing of tourism Infrastructure/Eco-restoration/Eco-tourism.	5 marks  10 marks
2.2	Water Resources Expert Minimum Total experience: 10 years	Graduate in Civil Engineering with Post-Graduation in Water Resources having 10-12 years of experience in Inland waters /Flood management.  Graduate in Civil Engineering with Post-Graduation in Water Resources having more than 12 years of experience in Inland waters /Flood management.	2 marks  4 marks
2.3	Hydro-geologist Minimum Total experience: 10 years	Graduate in Civil Engineering with Post-Graduation in Hydro-geology having 10-12 years of experience in hydraulic studies Inland waters /Flood management.  Graduate in Civil Engineering with Post-Graduation in Hydro-geology having more than 12 years of	2 marks  4 marks

Selection of Project Management Consultant (PMC) for Loktak Lake Eco Tourism Project

S.No	Evaluation criteria	Scoring Methodology		Maximum Marks
		experience in hydraulic studies Inland waters /Flood management.		
2.4	Finance Expert Minimum Total experience: 10 years	MBA in finance with 10-12 years of experience in feasibility studies, bid process management related to tourism projects.	1 mark	2
		MBA in finance with more than 12 years of experience in feasibility studies, bid process management related to tourism projects.	2marks	
2.5	Eco-Tourism Expert Minimum Total experience: 10 years	Masters in Tourism Management / Planning with 10-12 years of experience in managing and designing large scale tourism projects and atleast 3 years of experience in Eco-Tourism projects	2marks	4
		Masters in Tourism Management / Planning with more than 12 years of experience in managing and designing large scale tourism projects and atleast 3 years of experience in Eco-Tourism projects	4marks	
2.6	Infrastructure Expert Minimum Total experience: 10 years	Masters in Environmental/Structural engineering with 10-12 years of experience in designing of the tourism infrastructure works like River front, lake front etc.	1 marks	3
		Masters in Environmental/Structural engineering with more than 12 years of experience in designing of the tourism infrastructure works like River front, lake front etc.	3 marks	
2.7	Procurement Expert Minimum Total experience: 10 years	Graduate in Civil / Mechanical Engineering with 10-12 years of experience in procurement of tourism infrastructure projects	1 marks	3
		Graduate in Civil / Mechanical Engineering with more than 12 years of experience in procurement of	3 marks	

Selection of Project Management Consultant (PMC) for Loktak Lake Eco Tourism Project

S.No	Evaluation criteria	Scoring Methodology		Maximum Marks
		tourism projects	infrastructure	
<b>3.</b>	<b>Approach &amp; methodology</b>			<b>20</b>
3.1	Description of technical approach and methodology	Understanding of the project, based on the description of approach and methodology		10
3.2	Technical presentation	Power point presentation to the Directorate		10
<b>Total</b>				<b>100</b>

- (i) The Bidder is required to achieve a minimum score of 60 marks in their technical proposal.
- (ii) **Evaluation of Financial Proposal:** Only those Bidders whose Technical Proposals score at least 60 marks out of 100 shall qualify for further consideration, and shall be ranked from highest to the lowest on the basis of their technical score (ST) ("Technically Qualified bidders").
- (iii) Financial bids of only the Technically Qualified bidders shall be opened for evaluation. Each Financial Proposal will be assigned a financial score (SF). For financial evaluation, the total cost indicated in the Financial Proposal will be considered. The Authority will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and liability to fulfil its obligations as per the TOR within the total quoted price shall be that of the Consultant. The lowest Financial Proposal (FM) will be given a financial score (SF) of 100 points. The financial scores of other proposals will be computed as follows:

$$SF = 100 \times FM/F$$

(F=amount of Financial Proposal)

**(a) Combined and final evaluation**

- Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:

$$S = ST \times TW + SF \times FW$$

Where S is the combined score, and TW and FW are weights assigned to Technical Proposal and Financial Proposal that shall be 0.70 and 0.30 respectively.

- (iv) **Selection of Successful Bidder:** Final ranking of all proposals shall be done with weightage of 70:30. Weightage of 70% shall be given to technical competence and 30% to the fee quoted in financial proposal.

**4.15 Evaluation of adequacy of the proposed work plan and methodology in responding to the TOR setting out understanding and appreciation of the TOR and implementation approach**

This will be evaluated from the 'proposed work plan and methodology', submitted by the bidders as part of their Technical Proposals and by evaluation of a presentation that will be delivered by the proposed Project Manager for the project. The presentation should cover the following aspects:

- i. Background and core competency of the organisation
- ii. Details of eligible project experiences
- iii. Proposed work plan and methodology in responding to the TOR setting out understanding and appreciation of the TOR and implementation approach

It may be noted that only those bidders shall be invited for presentation who will qualify as eligible under the eligibility conditions mentioned in this RFP

**4.16 Supporting documents to be submitted by the consultants (to be submitted as part of Part I of proposals)**

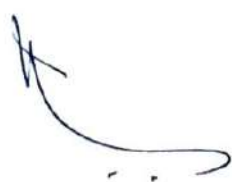
- i. The Applicant firms shall submit the signed and stamped copies of client certificates and agreements or work orders, showing the scope of services, time and duration of services in support of project experiences submitted against the eligibility conditions
- ii. The Applicant firms shall submit the audited financial statements of each of the applicable financial years in support of its financial capacity.

**4.17 Award of Consultancy**

- (i) In the event of acceptance of the Proposal of the Preferred Applicant with or without negotiations, the authority shall declare the Preferred Applicant as the Successful Applicant. The Authority will notify the Successful Applicant through a Letter of Acceptance (Loa) that its Proposal has been accepted.
- (ii) The Successful Applicant shall execute the Consultancy Agreement within one week of the issue of LoA or within such further time as the authority may agree to in its sole discretion. Failure of the Successful Applicant to comply with the requirement shall constitute sufficient grounds for the annulment of the LoA and forfeiture of the EMD. In such an event, the authority reserves the right to
  - a. either invite the next best Applicant for negotiations; or

- b. take any such measures as may be deemed fit in the sole discretion of the authority, including annulment of the bidding process.

The selected Consultant shall sign the agreement and deploy the team members for this assignment within 30 days from the date of letter of award.

A handwritten signature or mark in blue ink, consisting of a stylized 'A' followed by a long horizontal stroke that curves upwards at the end.

**Covering Letter**  
**(On the Letterhead of the Applicant)**

To  
The Director  
Directorate of Tourism  
Government of Manipur  
Imphal

Date:

**Subject: Selection of Project Management Consultant (PMC) for Loktak Project**

Dear Sir,

Being duly authorised to represent and act on behalf of ..... (hereinafter referred to as "the Applicant"), and having reviewed and fully understood all of the Proposal requirements and information provided and collected, the undersigned hereby submits the Proposal on behalf of \_\_\_\_\_ (Name of Applicant) for the captioned Project with the details as per the requirements of the RFP, for your evaluation. We confirm that our Proposal is valid for a period of 180 days from the Proposal Due Date.

2. It is hereby agreed confirmed that -
- a. that notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal, we hereby represent and confirm that our Proposal is unqualified and unconditional in all respects and we agree to the terms of the proposed Agreement, a draft of which also forms a part of the RFP document provided to us.
  - b. that in the preparation and submission of our Proposal, 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.

Yours faithfully,

For and on behalf of (Name of Applicant)

Duly signed by the Authorised Signatory of the Applicant

**(Name, Title and Address of the Authorised Signatory)**

**Seal of the Applicant**



**Appendix B**

**Details of Applicant  
(On the Letter Head of the Applicant)**

1.
  - (a) Name of Applicant
  - (b) Address of the registered and corporate office(s)
  - (c) Date of incorporation and/or commencement of business
  - (d) Company Registration no.
  
2. Details of individual(s) who will serve as the point of contact / communication for the authority with the Applicant:
  - i. Name :
  - ii. Designation :
  - iii. Company/Firm :
  - iv. Address :
  - v. Telephone number :
  - vi. E-mail address :
  - vii. Fax number :
  - viii. Mobile number :

**Note:**

Notarised copies of following documents to be enclosed:

- i. PAN
- ii. Certificate of incorporation and commencement of business OR certificate of registration





**POWER OF ATTORNEY**  
**(On Stamp paper of relevant value)**

Know all men by these presents, We.....(name and address of the registered office) do hereby constitute, appoint and authorise Mr / Ms.....(name and residential address) who is presently employed with us and holding the position of ..... as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for SELECTION OF PROJECT CONSULTANT FOR LOKTAK LAKE PROJECT including signing and submission of all documents and providing information/responses to the authority in all matters in connection with our Proposal for the said Assignment.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to 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.

Accepted  
\_\_\_\_\_  
Signature)  
(Name, Title and Address of the Attorney)  
Date: .....

Dated this the \_\_\_\_\_ Day of \_\_\_\_\_ 2020  
For \_\_\_\_\_  
(Name and designation of the person(s)  
signing on behalf of the Applicant )

**Note:**

1. 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 executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. Copy of such document should be submitted along with the power of Attorney.
2. Also, wherever required, the Applicant should submit for verification the extract of the charter documents and 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.

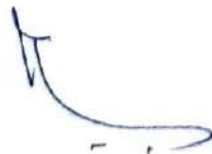


**Format for providing Technical Experience for services provided by the firm (in not more than 2 pages for each project, in the given tabular format only)**

1	Project Name and Location	
2	Name and address of Client	
3	Brief Description of Project / assignment:	
4	Brief Description of Actual Services provided:	
5	Professional Staff Provided by the firm No. of Person Months:	
6	Name of Associated Firm(s) if any:	
7	Professional Staff provided by each of Associated Firm(s) a. Name of Associated Firm(s) b. No. of Person Months:	
8	Date of - a. commencement of advisory services b. completion of advisory services	
9	Project Cost (excluding the cost of land): (not applicable for policy advisory services)	
10	Present status of the assignment	

\_\_\_\_\_  
Signature of the Authorized Signatory

Seal of the firm



**Appendix D2**

**Format for providing financial details for services provided by the firm for the project experiences submitted in Appendix D1**

1	Project Name and Location	
2	Name and address of Client	
3	Brief Description of Project / assignment:	
4	Value of Services in Indian Rupees:	

\_\_\_\_\_  
Signature of the Authorized Signatory

Seal of the firm

This is to certify that the above information has been examined by us on the basis of relevant documents & other relevant information and the information submitted above is as per record and as per details of documents annexed herewith.

\_\_\_\_\_  
Signature, Address, Seal & Membership No. of Independent Auditor



**Methodology Statement and Approach**  
(Not more than 10 pages)



Particulars of Key Experts

Table to fill up the details of the proposed personnel with respect to the requirements mentioned in the above table:

S.No	Description	Minimum Qualification and experience	Proposed Qualification and experience	Specific Experience /Projects handled
	<b>Key Experts</b>			
1	Project Coordinator Minimum Total experience: 12 years	B. Arch with Masters in Planning having 12 years of experience in architectural designing of tourism Infrastructure/Eco-restoration/Eco-tourism.		
2	Water Resources Expert Minimum Total experience: 10 years	Graduate in Civil Engineering with Post-Graduation in Water Resources/Environmental Engineering having 10 years of experience in Inland waters /Flood management.		
3	Hydro-geologist Minimum Total experience: 10 years	Graduate in Civil Engineering with Post-Graduation in Hydro-geology having 10 years of experience in hydraulic studies Inland waters /Flood management.		
4	Finance Expert Minimum Total experience: 10 years	MBA in finance with 10 years of experience in feasibility studies, Bid process management related to tourism projects.		
5	Eco-Tourism Expert Minimum Total experience: 10 years	Masters in Tourism Management / Planning with 10 years of experience in managing and designing large scale tourism projects and atleast 3 years of experience in Eco-Tourism projects		
6	Infrastructure Expert Minimum Total experience: 10 years	Masters in Environmental/Structural engineering with 10 years of experience in designing of the tourism infrastructure works like River front, lake front etc.		
7	Procurement Expert Minimum Total experience: 10 years	Graduate in Civil / Mechanical Engineering with minimum 10 years of experience in procurement of tourism infrastructure projects		
8	Investment Promotion Expert Minimum Total experience: 10 years	Graduate in Civil / Mechanical Engineering with minimum 10 years of experience in procurement of tourism infrastructure projects		
9	PPP Expert Minimum Total experience: 10 years	Graduate in Civil / Mechanical Engineering with minimum 10 years of experience in procurement of tourism infrastructure projects		

**Note:**

- i. The Minimum requirements have been provided, against which the Applicant should provide the actual information in the above format
- ii. Please attach the curriculum vitae of the above personnel, duly signed by the personnel or by the Authorised Signatory
- iii. If the proposed Key Expert is not an employee of the Bidder, then the CVs shall contain an undertaking from the Key expert about his/her availability for the duration of the Contract.



**Format of Curriculum Vitae**

- 1 Name:
- 2 Sex:
- 3 Date of Birth:
- 4 Contact / communication Address:
- 5 Permanent Address:
- 6 Mobile No.:
- 7 E-mail ID:
- 8 Present designation:
- 9 Present job responsibilities:
- 10 Numbers of persons reporting to at present:
- 11 Work Experience:

S. No.	Name of Firm	From date	To Date	Duration of service	Designation	Number of persons reporting	Job Description

**12 Details of important projects:**

S. No.	Name and location of Project	Name of client	Project details	Project structure / model	Name of Firm which provided services	Designation at that time	Year of services provided	Actual Services provided
1								
2								

**13 Education Qualification:**

S. No.	Name of Course / degree / qualification	Year of completion	% of Marks / OAGP obtained	Name of Institute	Name of board / university	Specialization, if any

**14 Details of training availed:**

S. No.	Name of Training	Details of training program	Year of training

**15 Languages known:**

S. No.	Name of language	Speak (Y/N)	Read (Y/N)	Write (Y/N)

**16 Other details, if any, may be mentioned here**

**17 Certification by the Personnel:**

This is to certify that the above details are true to best of my knowledge

\_\_\_\_\_  
Signature of the personnel

**18 Certification by the Authorized Signatory of the applicant firm:**

This is to certify that the above person is working with our firm as \_\_\_\_\_ [mention present designation] from \_\_\_\_\_ [mention the date], who will dedicated for the subject assignment for guiding, managing and supervising the team to be deployed, if selected.

\_\_\_\_\_  
Signature of the Authorized Signatory



**Appendix G**

**Financial Capacity**

**(Rs. In Crores)**

Name of the Company	Annual turnover of the company			Net Worth for Proceeding FY
	FY 2019-20	FY 2018-19	FY 2017-18	

All bidders shall provide the details in the format given above and shall be duly certified by the statutory auditors of the bidder.

In case the Applicant doesn't have a Statutory Auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

Bidder shall upload the Balance sheets for substantiating the same.

Signature of Statutory auditor/Chartered Accountant

Seal & Signature of Authorized Signatory



**Format for Financial Proposal  
Form FIN 01  
(On the letterhead of the Applicant)**

[Location, Date]

FROM: [Name of Consultant]

.....  
.....  
.....  
.....

To  
The Director  
Directorate of tourism  
Government of Manipur  
Imphal.

Dear Sir,

**Sub: SELECTION OF PROJECT MANAGEMENT CONSULTANT FOR LOKTAK LAKE PROJECT**

We, the undersigned, having gone through this RFP document and Draft Consultancy Agreement and having fully understood the scope of services, as set out in this RFP document, offer to provide the consulting services for the above in accordance with your RFP. Our Financial Proposal for Project is .....% (Percentage of the project cost). This quoted percentage is inclusive of all taxes but excluding Goods and Service tax.

<b>Particulars</b>	<b>% of the approved amount (In figures)</b>	<b>% of the approved amount (In words)</b>
<b>A</b>	<b>B</b>	<b>C</b>
%age of the Project Cost currently estimated at 1350 cr for project development by State and 600 cr towards PPP		

- Fees is inclusive of all taxes, excluding GST.(Amount shall be quoted in Indian Rupees Only.)
- We confirm that the financial proposal includes all cost related with the project.

- *We confirm that the cost considered for bid evaluation for DPR Preparation and Design Supervision is only for evaluation purpose and the actual cost of consultancy fees shall be based on the approved project cost during DPR stage and Tender Cost to contractor but subject to a maximum of current estimate listed at Column A above*
- We confirm that the Financial Proposal conforms to all the terms and conditions stipulated in the Request for Proposal Document. We would be solely responsible for any errors or omissions in our Financial Proposal.
- We confirm that our Financial Proposal is FINAL in all respects and contains NO conditions.
- Our Financial Proposal shall be binding upon us, subject to any modifications resulting from contract negotiations, up to the expiration of the validity period of the Proposal, i.e. .... (Date).
- We understand that Income Tax shall be deducted at source as per applicable laws
- We understand that in case of difference in amount quoted in figures and words, the lower value would be considered for evaluation.

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Seal of Firm:

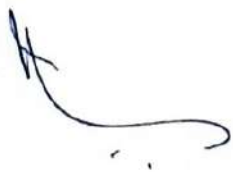
Address



**Form FIN 02 Breakup of Cost**

Item	Cost	
	Indian Rupees Only	
<b>Cost of the Financial Proposal</b>		
<b>Indirect Local Tax Estimates</b>		
(i) Goods & Service tax payable in India (B)		<u>Rupees</u>
Total Estimate including Indirect Local Tax (C = A+B):		<u>Rupees</u>



A handwritten signature or mark in blue ink, consisting of a stylized 'H' followed by a long horizontal stroke that curves upwards at the end.

## Schedule A Terms of Reference

### Roles, Responsibilities and Scope of Services of Project Management Consultant (PMC) and Minimum Qualification and Experience of personnel

The Project Support Consultant, as a self-sufficient team of professionals shall provide services under the general guidance of the Project Manager and direction of DOT for the activities enlisted here under. The Team Leader shall have control over the PMC team members to allocate works and to get the same done by them with right quality and within agreed time frame. The Team Leader shall be responsible to decide the work plan and prioritize the activities in coordination with DOT and the Project Manager. The Team Leader shall be responsible for timely and quality delivery of works by the team members. The Scope of work to be performed are –

1. To develop a 'Master Plan' for sustained cleaning of Loktak Lake for making it more eco-friendly
  - Development Plan for cleaning, filtration of water flowing into Loktak lake from different rivers.
  - Development of Loktak Lake Front to attract tourists and to provide provision for resting and viewing of Loktak Lake and bird watching.
  - Development of Pumlun-Pat with Eco-friendly structures and public utility services.
  - Development of Water bodies inside the Loktak lake as eco-tourist destinations.
  - Providing basic infrastructure in the islands in and around the Loktak area.
  - Development of Homestays at the bank of the Lake viz., Thanga, Karang etc.
  - Development of Eco-Resorts with state-of-the-art facilities and indigenous themes, providing area for Meditation and Yoga etc.
  - Construction of Jetties, wherever required.
  - Construction of footpath with appropriate railing around the Loktak Lake at selected sites
  - Development of Water Adventure Sports, Souvenir Shops, Children Amusement park etc.
  - Development of an Amphitheater/Performing stage(s).
  - Development of 'Artificial Beach' at the bank of lake.
2. To develop a 'Master Plan' for Waste Management at different Tourist destinations to avoid pollution in the Lake.
3. Development of roads connecting to the important tourist destinations.
4. Development of a Golf-course alongside the Lake Front at a suitable site.
5. Chopper Services in the form of Heli-tourism' in and around Loktak Lake.
6. To develop a bridge on the way to Sendra like a Hump Bridge below which boat rides can be enjoyed.

The Scope of work is grouped for Non PPP and PPP projects

### **For non PPP projects**

#### **Stage 1: Concept reports/Master Plan/ Feasibility reports (Preparatory Phase)**

1. Having Stakeholder's Consultations with all relevant Departments covering Central & State Governments, Other Public Authorities, NGOs / VOs, Local Clubs and Community Based organizations and Public-Private Partners
2. Study the lake Catchment and the existing situation assessment of the Loktak Lake.
3. Identify the survey and investigation requirements in the lake and in the catchment area and recommend to the Authority

4. Assist the Authority in appointing vendors/sub consultants for carrying out surveys and Investigations
5. Assess the tourism potential of the Lake
6. Assess the nearby potential sites for development of Golf Course and Helipads.
7. International best practices in Eco-restoration and in Development of Eco-tourism to enable tourism officials and managers to make informed decisions for the benefit of both eco-systems and local communities that share these natural resources.
8. Identify the list of Eco-restoration and Eco-tourism projects with block cost estimates.
9. Prepare concept reports for identified tourism components, Eco-restoration components along with concept reports/pre-feasibility reports. The report to be on the format laid down by MoT/ Funding agency guidelines and with supporting documents including land/ property ownership details and NOC obtained from the owners/ concerned department for the Project.
10. Develop a 'Master Plan' for sustained cleaning of Loktak Lake for making it more eco-friendly and covering climate adaptation strategies for the following:
  - a. Eco-restoration of the lake
  - b. Eco-tourism Master Plan
  - c. Waste Management Plan
  - d. Pedestrian friendly Access Improvement Plan
11. Assist the tourism department in presenting the concept Reports/pre-feasibility reports/Master Plan to the state government and funding agencies & seeking their sanction/approval.
12. List out all the sub projects in the major plan and arrange them in order of priorities. Only few sub projects as per the available funds will be considered for implementation. The following details need to be prepared only for selected sub projects.
  - a. Designing and preparation of Schematic drawing, with alternatives.
  - b. Preparation of coloured perspective views, preparation of drawings, and presentations to the Government and other stakeholders of the project
  - c. Preparation and submission of preliminary soft & hard concept plan drawings, designs, specifications and preliminary cost estimates for each and every component / structures and including getting necessary approvals from Department.
  - d. Interact closely with central Tourism Ministry, Funding agencies and State Tourism Department for project design and approval/Sanction.

**Stage 2 : Preparation of Detailed Project Report comprising:**

1. Assist the Directorate in carrying out investigations & survey, leveling wherever required for preparation of DPRs.
2. Detailed Engineering Drawings for Eco-restoration of the lake
3. Detailed architectural drawings for Eco-tourism development considering the local bye-laws and Environmental regulations.
4. Detailed Structural Drawings
5. Detailed Services plan (Electrical, Public Health, HVAC, rain harvesting and others as per requirement and compliance with national and local standards)
6. Detailed Landscape Plan/drawings
7. Detailed estimates and Bill of Quantities as per prevailing district Schedule Of Rates
8. Prepare Environmental Impact Assessment assessing positive and negative impacts of the interventions proposed and getting it approved from the concerned agencies.
9. Assist the department in getting Technical and Administrative Sanction/approval from state and central governments.
10. Assist the department in getting clearances from concerned line departments such as environment, Forest, Fire Department etc.

11. Assist the department in appointing contractors/developers for implementing projects under EPC/PPP.

### **Surveys, Verification of data**

- a) Review all available primary and secondary data and reports collected during the site visit and identify requirements for further surveys, studies and investigations for detailed design.
- b) Review all available Eco-tourism, cultural heritage, Environmental and tourism support related management plans and documents prepared by other specialist consultants / Government for all subproject areas for Loktak lake and its surroundings.
- c) Schedule and prioritize critical surveys in such a way that the detailed designs can be carried out efficiently and expeditiously;
- d) Assist the department in carrying out all the required surveys and investigations such as topographical surveys, Bathymetry Survey, geo-technical investigation, Water Quality and Quantity, rainfall data collection, etc, as applicable to the subprojects. All surveys and investigations shall be accurate and plotted or documented for review of the Department.

### **Preparation of Design Criteria, Manual, Detailed Design and Bid Documents**

- a) Preparation of detailed designs of the subprojects in sufficient detail to ensure clarity and understanding by the department, contractors and other relevant stakeholders. All the design should be in conformity with the approved design standards and provision to be given for the usage of Eco-friendly materials in the project;
- b) The detailed designs will, as a minimum, include construction drawings, detailed cost estimates, necessary calculations to determine and justify the engineering details for subproject, associated contract documentation to include letter of invitation, conditions of contract, detailed specifications, engineering drawings, bill of quantities (BOQ), implementation schedule, etc. for all sub-projects.
- c) The technical specifications should be in accordance with the approved Indian standards or if that is not available then the best international / national practices and should be prepared to achieve the highest standards of quality. For adopting market rates for the detailed cost estimates, proper rate analysis should be carried out. Construction drawings should be prepared with sufficient details to permit contractors to carry out construction work effectively, unambiguously and with the highest standards of quality;
- d) The design shall be prepared in close consultation with Department and will be incorporated into a detailed design report to be submitted for approval of the Department;

### **Architectural Landscape**

- a) Preparation and submission of preliminary soft and hard landscape drawings, designs, specifications and preliminary cost estimates for each and every components / structures including getting necessary approvals from concerned departments.
- b) Upon approvals of the proposed landscape layout, preparation and submission of detailed landscape design and drawings for grading and earth shaping, footpath and inner pathway etc., related drawings for various components / structures complete and related to site have to be prepared.
- c) Preparation of designs, drawings and documents pertaining to plant selection, plant varieties used, planting plan, as per project requirement suitable for construction and include in the detailed project report including necessary approval from concerned departments.



- d) Preparation of designs, drawings and documents pertaining to necessary utility services like landscape lighting, pathway lighting, street furniture, bus shelters, irrigation layout and any other specialized extra services as per project requirement suitable for construction include in the detailed project report including necessary approval from concerned departments.

### **Coordination with Funding agencies**

- a) The consultant will be required to submit the proposal and represent Directorate of Tourism, Government of Manipur in Ministry of Tourism, Government of India and/or any other funding agencies like World Bank/ADB etc.
- b) The consultant shall after preparation of the required reports, submit the same to Funding agencies/MoT and be present for any presentations and representations for the same to the Funding agencies/Ministry.
- c) The consultant shall be responsible to coordinate between funding agencies and Directorate of Tourism, Government of Manipur.
- d) The consultant shall also be responsible for all site inspections of Funding agencies, MoT & State Government officials and it's appointed PMC.
- e) Any changes/up-gradation to the proposal will have to be made by the consultant.

### **Assistance in Approvals and Disbursements**

- a) The consultant shall co-ordinate with the funding agencies, Ministry of Tourism / or it's appointed PMC for final approvals, presentations and disbursement of funds.

### **For PPP projects**

- a) Project conceptualization
- b) Financial analysis of projects,
- c) Recommendation of project structure, funding pattern and business plan, mode of implementation under different models of development of land such as allotments on lease, development right, license, rent etc.
- d) Recommendation of project structure, funding pattern and business plan, mode of implementation under Public Private Partnership framework, which will include lease, license, development right, authorization, rent, concession, management contract, service contract, BOT, BOOT, DBFOT or any other model, as the case may be.
- e) Drafting of EOs, RFQs, RFPs, tender documents contracts, agreements, lease deed, license etc for projects and assisting in bid process management;
- f) Assisting in selection of technical consultants, architects, planners, construction supervision consultants, transaction advisors, consultants for topographic survey, geotechnical studies, feasibility studies and various other consultants, by drafting and legal vetting of EOs, RFQs, RFPs, contracts, agreements and by assisting in bid process management,
- g) Assisting in contract management, drafting legal notices to various parties, provide legal opinion in various project related events / cases, legal vetting of RFPs, contracts, Letter of awards, work orders etc.
- h) Providing assistance in Manpower Recruitment Process management for different profiles.

- i) Review financial analysis, demand assessment, RFP, contracts submitted by other consultants
- j) Periodic monitoring of outsourced activities
- k) To identify the schemes for availing grants for projects and prepare assist DOT in all documentations for applying for such grants
- l) To assist DOT in discussion with multilateral and bilateral funding agencies and in applicable documentation and also in making presentations
- m) To attend meetings and visit other cities to attend meeting, workshop etc.

## 2. Clearances Required

The following clearances would be required for successful implementation of the projects proposed:

S.No	Nature of Clearance	Department
1	Environment clearance	Environment & climate change
2	Forest & wildlife clearance	Forest department
3	Pollution certificate	Pollution control board
4	Loktak clearance	LDA
5	Consent certificate	Fishery, IFCD, Transport and State Wetland Board.

## 1. CONSULTANT TEAM REQUIREMENTS

The Consultant will provide the services of a team of experts and the minimum qualifications of Key Personnel shall be as given in the table below:

S. No.	Position	Minimum Qualification	Manmonths per year
1	Project Coordinator Minimum Total experience: 12 years	B.Arch with Masters in Planning having 12 years of experience in architectural designing of tourism Infrastructure/Eco-restoration/Eco-tourism.	12
2	Water Resources Expert Minimum Total experience: 10 years	Graduate in Civil Engineering with Post-Graduation in Water Resources/Environmental Engineering having 10 years of experience in Inland waters /Flood management.	5
3	Hydro-geologist Minimum Total experience: 10 years	Graduate in Civil Engineering with Post-Graduation in Hydro-geology having 10 years of experience in hydraulic studies Inland waters /Flood management.	12
4	Finance Expert	MBA in finance with 10 years of experience in feasibility studies.	12

S. No.	Position	Minimum Qualification	Manmonths per year
	Minimum Total experience: 10 years	Bid process management related to tourism projects.	
5	Eco-Tourism Expert Minimum Total experience: 10 years	Masters in Tourism Management / Planning with 10 years of experience in managing and designing large scale tourism projects and atleast 3 years of experience in Eco-Tourism projects	5
6	Infrastructure Expert Minimum Total experience: 10 years	Masters in Environmental/Structural engineering with 10 years of experience in designing of the tourism infrastructure works like River front, lake front etc.	5
7	Procurement Expert Minimum Total experience: 10 years	Graduate in Civil / Mechanical Engineering with minimum 10 years of experience in procurement of tourism infrastructure projects	5
8	Investment Promotion Expert Minimum Total experience: 10 years	Graduate in Civil / Mechanical Engineering with minimum 10 years of experience in procurement of tourism infrastructure projects	5
9	PPP Expert Minimum Total experience: 10 years	Graduate in Civil / Mechanical Engineering with minimum 10 years of experience in procurement of tourism infrastructure projects	5

### 1. General Obligations of the PMC

- (i) The PMC shall perform the services and carry out its obligations with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and method.
- (ii) The PMC shall always act, in respect of any matter relating to the Contract or to be Services, as faithful advises to the DOT, and shall at all times support and safeguard the DOT's legitimate interests.

- (iii) The PMC shall hold the DOT's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interest.
- (iv) The PMC shall be responsible for up-keeping the files, records, documents etc. for projects they are working with
- (v) The PMC shall not be involved in any manner in the following activities, where the firm that has formed the PMC applies or submits proposal in response to any RFP/EoI/RFQ published by the Directorate of Tourism:
  - i. Drafting of RFP/EoI/RFQ
  - ii. Drafting of scope of services
  - iii. Drafting of eligibility and evaluation conditions/ parameters
  - iv. Evaluation of proposals / EoIs / RFQs received

## 2. Deliverables and Payment Schedules

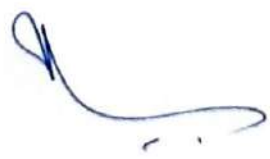
S.No	Deliverables	Timeline	Payment Schedule
1	Project Inception Report covering all the various inception activities, overall project concept and detailed project plan	Within 15 days from the date of signing agreement	10% of the total fees
2	Project Concept Report	Within 6 weeks from the date of signing agreement	10% of the total fees
3	Project Report including Detailed project report for seeking funding from GoI, multilateral and other agencies	Within 3 months from the date of signing agreement	10% of the total fees
4	Detailed Design Document (including all reports required for all approval including environment) including finalization of the overall cost – including PPP components	Within 1 months from the approval of DPR by the Government and Clearance for funding	10% of the total fees
5	Marketing document of the Loktak Lake	Within 1 month from the approval of the DPR	10% of the total fees
6	Preparation of Bid Document (estimated at 7 separate packages)	Within 2 months from the submission of DPR to the funding agencies	20% of the total fees (Allocated proportionately to the No. of RFPs)

**Selection of Project Management Consultant (PMC) for Loktak Lake Eco Tourism Project**

	including for PPP based upon the finalized concept of the Development of the LokTak lake as a tourist destination		
6	Support the Tender process and Tender Evaluation Report	On completion of 1st year after award of contract	05% of the total fees (Allocated proportionately to the No. of RFPs)
7	Draft Contract and Onboarding report of the finalized bidder	On completion of 2nd year after award of contract	05% of the total fees (Allocated proportionately to the No. of RFPs)
8	Project Progress for a period of 12 months from the start of the finalized contract	On completion of 3rd year or completion of the project execution whichever is earlier	15% of the total fees (spread across the projects where the contract are finalized after adjusting for total cost based upon actuals)
9	Closure of the Project	3 years from the start of the project	5% of the total fees (after adjusting for total cost based upon actuals)

**Note:**

- i. Transaction Advisory services for PPP to include Feasibility Study, project Structuring, Bid documentation and Bid Process Management upto signing of agreement with private Player
- ii. Bid Process Management for EPC projects where DPR has already been prepared by Directorate of Tourism, GoM to include bid process management upto signing of agreement with selected contractor.
- iii. The above fee shall be exclusive of Goods & Service Tax



**Schedule B Agreement for appointment of Consultant  
Draft Consultancy Agreement**

AGREEMENT FOR SELECTION OF PROJECT MANAGEMENT CONSULTANT FOR LOKTAK LAKE PROJECT

THIS AGREEMENT ("Consultancy Agreement") is made on the \_\_\_\_ this day of \_\_\_\_\_ 2020 at Imphal.

**BETWEEN**

Directorate of Tourism (DOT), Government of Manipur (hereinafter referred to as the "**Authority**") or the "**First Party**" which expression shall, unless it be repugnant to the context or meaning thereof, include its administrators, successors and assigns) of One Part

**AND**

\_\_\_\_\_ firm having its registered office at \_\_\_\_\_ (hereinafter referred to as the "**Consultant**" or the "**Second Party**") which expression shall, unless it be repugnant to the context or meaning thereof, include its administrators, successors and permitted assigns) of the Other Part

The above mentioned parties of the FIRST and SECOND part, are collectively referred to as the "Parties" and each is individually referred to as a "Party".

**WHEREAS**

- A. The Authority vide its Request for Proposal No \_\_\_\_\_ dated \_\_\_\_\_ for appointment of Consultant (hereinafter called the "**Consultancy**") for SELECTION OF PROJECT CONSULTANT AND TRANSACTION ADVISOR FOR LOKTAK LAKE had invited Bids/Proposals for the Project. (hereinafter called the "**Project**").
- B. The Consultant submitted its proposals for the aforesaid work, whereby the Consultant represented to the Authority that it had the required professional skills, and in the said proposals the Consultant also agreed to provide the Services to the Authority on the terms and conditions as set forth in the RFP and this Agreement; and
- C. The Authority, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award dated \_\_\_\_\_ (the "LOA"); and
- D. The Consultant covenants to undertake the Assignment as set forth in the Terms of Reference (As in Schedule A, hereinafter referred to as "**the Services**") and to perform, fulfill, comply with and observe all and singular provisions, conditions and requirements of this Agreement by deploying dedicated personnel with specified qualification, experience and skill sets.



- E. In consideration thereof, the Authority will pay to the Consultant the fees (hereinafter referred to as "the Fee" as in Annex 2 and will perform, fulfill, comply with and observe all singular provisions, conditions and requirements to the Agreement.
  
- F. In pursuance of the LOA, the have agreed to enter into this Agreement.



## CONDITIONS OF CONTRACT

### 1. General

#### 1.1 Definitions and Interpretation

1.1.1 The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

- (a) "Agreement" means this Agreement, together with all the Annexes;
- (b) "Applicable Laws" means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- (c) "Dispute" shall have the meaning set forth in Clause 11;
- (d) "Effective Date" means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- (e) "Government" means the Government of Manipur;
- (f) "INR, Re. or Rs." means Indian Rupees;
- (g) "Party" means the Authority or the Consultant, as the case may be, and Parties means both of them;
- (h) "Personnel" means persons hired by the Consultant as employees or retainers and assigned to the performance of the Services or any part thereof;
- (i) "RFP" means the Request for Proposal document in response to which the Consultant's proposal for providing Services was accepted;
- (j) "Services" means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto;
- (k) "Third Party" means any person or entity other than the Government, the Authority, the Consultant or a Sub-Consultant.

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.

1.1.2 The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

- (a) Agreement;
- (b) Annexes of Agreement;
- (c) RFP; and
- (d) Letter of Award

#### 1.2 Relationship between the Parties

Nothing contained herein shall be construed as establishing a relation of employer and employee or agent as between the Authority and the Consultant (PMC). The PMC, subject to this Agreement, should



have complete charge of personnel performing the Services and the Consultant shall be fully responsible for the Services performed by it or on its behalf hereunder. The Agreement shall commence on the date it is executed by the Parties.

### 1.3 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts in the Imphal shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

### 1.4 Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

### 1.5 Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- (a) in the case of the Consultant, be given by e-mail and by letter delivered by hand to the address given and marked for attention of the Consultant's Representative set out below in Clause 1.7 or to such other person as the Consultant may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside the city specified in Sub-clause (b) below may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by e-mail to the number/address as the Consultant may from time to time specify by notice to the Authority;
- (b) in the case of the Authority, be given by e-mail and by letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority Representative set out below in Clause 1.7 or to such other person as the Authority may from time to time designate by notice to the Consultant; provided that if the Consultant does not have an office in the same city as the Authority's office, it may send such notice by e-mail and by registered acknowledgement due, air mail or by courier; and
- (c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of email, it shall be deemed to have been delivered on the working days following the date of its delivery.

### 1.6 Location

1.6.1 The Services shall be performed at the offices of the Authority in accordance with the provisions of RFP.

1.6.2 The Authority may require the respective key personnel to spend the required man hours at the offices of the Authority and the Consultant agrees and undertakes to provide such services on a best effort basis and without any unreasonable delay.

### 1.7 Authorised Representatives

1.7.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Authority or the Consultant, as the case may be, may be taken or executed by the officials specified in this Clause 1.7.

1.7.2 The Authority may, from time to time, designate one of its officials as the Authority Representative. Unless otherwise notified, the Authority Representative shall be:

.....  
.....  
Tel: .....  
Mobile: .....  
E-mail: .....

1.7.3 The Consultant may designate one of its employees as Consultant's Representative. Unless otherwise notified, the Consultant's Representative shall be:

.....  
.....  
Tel: .....  
Mobile: .....  
E-mail: .....

### 1.8 Taxes and duties

Unless otherwise specified in the Agreement, the Consultant shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the Authority shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

## 2 Commencement, Completion and Termination of Agreement

### 2.1 Effectiveness of Agreement

This Agreement shall come into force and effect on the date of this Agreement (the "Effective Date").

### 2.2 Commencement of Services

The Consultant shall commence the Services within a period of 15 (fifteen) days from the Effective Date, unless otherwise agreed by the Parties.

### 2.3 Termination of Agreement for failure to commence Services

If the Consultant does not commence the Services within the period specified in Clause 2.2 above, the Authority may, by not less than 1 (one) months' notice to the Consultant, declare this Agreement to be null and void, and in the event of such a declaration, this Agreement shall stand terminated and the Consultant shall be deemed to have accepted such termination.

### 2.4 Expiry of Agreement

Unless terminated earlier pursuant to Clauses 2.3 or 2.8 hereof, this Agreement shall, unless extended by the Parties by mutual consent, expire upon the expiry of 4 years from the Effective Date. Upon Termination, the Authority shall make payments of all amounts due to the Consultant hereunder.

## 2.5 Entire Agreement

- 2.5.1 This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Consultant arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.
- 2.5.2 Without prejudice to the generality of the provisions of Clause 2.5 above, on matters not covered by this Agreement, the provisions of RFP shall apply.

## 2.6 Modification of Agreement

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties.

## 2.7 Force Majeure

### 2.7.1 Definition

- (a) For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, pandemic or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultant or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include Insufficiency of funds or failure to make any payment required hereunder.

### 2.7.2 No breach of Agreement

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure,

provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

#### 2.7.3 Measures to be taken

A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.

A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

#### 2.7.4 Extension of time

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

#### 2.7.5 Payments

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period.

#### 2.7.6 Consultation

Not later than 30 (thirty) days after the Consultant has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

### 2.8 Termination of the Agreement

#### 2.8.1 By the Authority:

The Authority may by giving 30 (thirty) days' written notice of termination to the Consultant; may terminate this Agreement after occurrence of any of events specified below:

- i. the performance of Consultant is unsatisfactory according to the Authority;
- ii. the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;

- iii. the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 11 hereof;
- iv. as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- v. the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

#### 2.8.2 By the Consultant

The Consultant may, by not less than 30 (thirty) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2, terminate this Agreement if:

- (i). the Authority fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to Clause 11 hereof within 45 (forty-five) days after receiving written notice from the Consultant that such payment is overdue;
- (ii). the Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (forty-five) days (or such longer period as the Consultant may have subsequently granted in writing) following the receipt by the Authority of the Consultant's notice specifying such breach;
- (iii). as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- (iv). the Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 11 hereof.

#### 2.8.3 Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.8 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survives such Termination; and (ii) any right or remedy which a Party may have under this Agreement or the Applicable Laws.

#### 2.8.4 Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.8.1 or 2.8.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

#### 2.8.5 Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 2.8.1 or 2.8.2 hereof, the Authority shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the Authority):

- (i). remuneration pursuant to Clause 4 hereof for Services satisfactorily performed prior to the date of termination;

- (ii). reimbursable expenditures pursuant to Clause 4 hereof for expenditures actually incurred prior to the date of termination; and
- (iii). except in the case of termination pursuant to Sub-clauses (i) through (iii) of Clause 2.8.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Agreement including the cost of the return travel of the Consultant's personnel.

#### 2.8.6 Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 2.8.1 or in Clause 2.8.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 9 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

### 3 DURATION OF THE AGREEMENT

The duration of the project support consultancy agreement shall be 4 (Four) Years initially which may be extended for a further period based on mutual discussion and agreement by the end of 4 years tenure. The monthly fee shall be incremented by 15 (Fifteen) percent of fees after each year of completion of services, on previous year's fees, provided that the services are continued after satisfactory performance.

### 4 PAYMENT TO CONSULTANT

4.1 An abstract of the fees payable to the consultant is set forth in Annex- 2 of the Agreement.

#### 4.2 Currency of payment

All payments shall be made in Indian Rupees. The Consultant shall be free to convert Rupees into any foreign currency as per Applicable Laws.

#### 4.3 Mode of Payment

The Authority shall make payment to the Consultant within 15 (Fifteen) days from the date of receipt of the invoice by the Authority, complete in all respect (the "Due Date"). The fees shall be inclusive of all expenses of the personnel deployed and overheads & miscellaneous expenses and profit. It shall also be inclusive of all taxes, surcharges except the Goods & Service tax, which shall be paid separately by the Authority. The Authority shall pay an interest on the outstanding amount @18% p.a. for number of days delay in payment beyond due date..

4.3.1 The expenses on account of travel, as per instruction of the Authority to the Consultant team members, the cost of travel, local conveyance, lodging in the host city and out of pocket expenses shall be paid by the Authority provided that the travel is made with the prior written approval of the Authority or when the travel has been made as per the written instruction of the Authority. The eligibility for the travel for the deployed personnel would be economy class airfare or AC 2-Tier for

travel, on actual and the eligibility for lodging and boarding shall be business hotel accommodation, and commuting expenses as admissible to Class I Officer of the State Government. The Authority would provide in advance suitable amounts to the staff to undertake the travel, and settle the advances on submission of bills by the Consultant personnel.

- 4.3.2 The Authority may request visit of any other official of the Consultant's organization for any expert advice and discussion. For such instances, cost of travel from the location of such official to Imphal, cost of local conveyance in Imphal, cost of food, accommodation and out of pocket expenses shall be paid by the Authority, along with cost of man-days for the visiting personnel for the days spend for such discussions, based on the cost per man-day for such personnel, which will be stated by the CONSULTANT in its communication, while confirming the dates and name of visiting personnel(s). The payment shall be made on submission of invoice along with original bills, tickets, boarding passes.
- 4.3.3 The Goods & Service Tax, Cess, surcharge levied on such services shall be payable extra by the Authority at the then prevailing rate on every payment made to the Consultant against invoice, including those for paying the travel cost of any personnel of the Consultant's organization.
- 4.3.4 All payments shall be subject to deduction of taxes at source as per Applicable Laws.

## 5 PERFORMANCE SECURITY

An amount of 5% (Five percent) shall be deducted from each payment made to the Consultant during the first year of consultancy and retained as performance security (the "Performance Security"). The Performance Security shall be returned without any interest on termination of this Agreement after deducting the dues, penalty, if any. After completion of first year of services, no deduction shall be done on account of Performance Security but the retained amount shall be refunded only after deducting the dues, penalty, if any

## 6 CONSULTANT'S PERSONNEL

### 6.1 General

The Consultant shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services.

### 6.2 Resources for Project Coordination



The Consultant shall deploy resources for Project coordination in Imphal within 30 (thirty) days from the Effective Date..

**6.3 Approval of resources for project coordination**

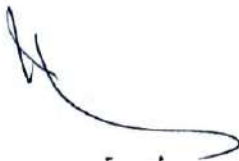
The Consultant will share with DOT the details of resources deployed for project coordination for approval.

**6.4 Substitution of Key Experts**

- 6.4.1 The Authority expects all the Key Expert specified in the Annex- 2 to be available during implementation of the Agreement. The Authority will not consider any substitution of Key Expert except under compelling circumstances beyond the control of the Consultant and the concerned Key Personnel.
- 6.4.2 In the event the Authority is not satisfied with performance of any of the resources working on the project, the Authority shall write to the Consultant to substitute such resources within 90 (ninety) days with resources, acceptable to the Authority with equal or better qualification and experience.

**6.5 Working hours, Leaves etc.**

- 6.5.1 The holidays, working hours and the timings for working days for PMC resources deployed in Imphal shall be in accordance with those prevailing in the Authority.
- 6.5.2 The deployed resources may have to work on Saturdays, Sundays, holidays and also on extended hours, to support the Authority in the event of contingencies and urgency. For workings on such additional hours and on holidays no extra payment shall be made to the Consultant.
- 6.5.3 In the event the requirement of additional resources in Imphal for project coordination activity the Consultant shall communicate the same to the Agency in writing for approval.





## **6.6 Project Coordinator**

The organization of Consultant shall also ensure that a nodal officer / project coordinator shall be available for discussions in Imphal, as and when required. The Consultant shall also ensure that the project coordinator shall be available for discussing the progress made by the team in the previous month, to finalise the list of activities for the current month and subsequent months, to discuss project structures, funding patterns etc. and to discuss any other relevant issues.

## **7 Responsibilities and Obligations of the Consultant**

### **7.1 General**

#### **7.1.1 Standards of Performance**

The Consultant shall:

- (i). provide the Services as set out in Annex I
- (ii). exercise the degree of skill, care and diligence normally exercised by members of the profession performing services of a similar nature;
- (iii). be bound to comply with any written direction of the Authority to vary the scope sequence or timing of the Services; and
- (iv). use all reasonable efforts to inform itself of Authority's requirements for the Deliverables for which purpose the Consultant shall consult the Authority throughout the performance of the Services.

#### **7.1.2 Applicable Laws**

The Consultant shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any Personnel and agents of the Consultant, comply with the Applicable Laws.

### **7.2 Confidentiality and Publicity**

The Consultant shall treat the details of the output of the assignment and the Services as confidential and for the Consultant's own information only and shall not publish or disclose the details of the output, deliverables / milestones submitted to the Authority or the Services in any professional or technical journal or paper or elsewhere in any manner whatsoever without the previous consent in writing of the Authority.



**7.3 Consultant's actions requiring the Authority's prior approval**

The Consultant shall obtain the Authority's prior approval in writing before taking any of the actions, which are contrary to the submission of proposal or RFP document.

**7.4 Reporting obligations**

The Consultant shall submit to the Authority the reports and documents specified in the Agreement, in the form, in the numbers and within the time periods set forth therein.

**7.5 Materials/ Reports furnished by the Authority**

Materials/ Reports made available to the Consultant by the Authority shall be the property of the Authority and shall be marked accordingly. Upon termination or expiration of this Agreement, the Consultant shall furnish forthwith to the Authority, an inventory of such materials and shall dispose of such materials in accordance with the instructions of the Authority.

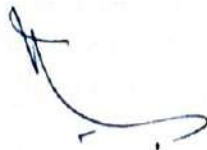
**8 Obligations of the Authority**

**8.1 Providing laptops, data card etc.**

The laptop with required software, data card, internet connection, phone, scanner, photocopier, fax, printer Color and Black and white, printer ink, papers, office stationaries and other consumables shall be provided by the Authority as per the requirement, along with space for the team to operate from the office of the Authority with lights and office furniture like chairs, tables etc.at its cost.

**8.2 Access to documents/information/reports**

The Authority shall provide to the Consultant documents/ information/ reports as may be required by the Consultant to enable it to provide the Services. The Authority undertakes and agrees to furnish to the Consultant from time to time such other documents/ reports/ information in its possession and/or knowledge as it may consider relevant to perform the Services, as and when such information is received by/ available with the Authority.



### **8.3 Change in Applicable Law**

If, after the date of this Agreement, there is any change in the Applicable Laws with respect to Goods and Service tax (GST) which increases or decreases the cost incurred by the Consultant in performing the Services, then the amount payable to the Consultant under this Agreement shall be increased or decreased accordingly.

### **8.4 Payment**

In consideration of the Services performed by the Consultant under this Agreement, the Authority shall make to the Consultant such payments and in such manner as is provided in Clause 4 of this Agreement.

## **9 Other Conditions**

- 9.1 In the event, any contribution required by any of the experts of the Consultant's organization, Consultant shall provide such services on mutually agreed terms and conditions. The Consultant shall arrange to submit such contribution of such expert within 15 (fifteen) days from the date of receipt of such communication with the necessary documents from the Authority.
- 9.2 The Authority may request review / comments of any expert of the Consultant's organization on any document prepared by the Consultant. The Consultant shall arrange to submit such contribution of such expert within 15 (fifteen) days from the date of receipt of such communication with the necessary documents from the Authority. No additional fee shall be paid to the consultant for reviewing and commenting on any document by an internal expert of the Consultant's organization.
- 9.3 In the event the Authority desires that the Consultant to perform such additional services which are not within the Terms of Reference, the Consultant shall agree to perform such additional services on such renegotiated, modified and new terms and conditions as may be mutually agreed by the Parties.
- 9.4 All intellectual property conceived, originated, devised, developed or created by the Consultant, its agents, specifically for the purpose of rendering the Services, shall vest with the Authority unless otherwise agreed, between the Authority and the Consultant. The Authority as sole beneficial owner shall be entitled to use such intellectual property for the purpose of the Project
- 9.5 Unless otherwise agreed, the Authority shall have the copyright on all the reports, documents, maps etc., authored, prepared or generated during the course of the Services to be provided by the Consultant.

## **10 Compliance with Laws**

The Consultant shall take due care that all its documents comply with all relevant laws and statutory regulations and ordinances, guidelines in force which includes all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India including judgments, decrees, injunctions, writs of or orders of any court of record, as may be in force and effect during the subsistence of this Agreement applicable to the Consultant.

## **11 Dispute Resolution**

### **11.1 Amicable Resolution**

Any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement (the "Dispute") shall in the first instance be attempted to be resolved amicably through discussions between the Parties.

### **11.2 Arbitration**

#### **a Procedure**

Any Dispute which is not resolved amicably within 30 days, the same shall be finally decided by reference to arbitration. Such arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

There shall be an Arbitral Tribunal of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected.

#### **b Place of Arbitration**

The place of arbitration shall ordinarily be Imphal but by agreement of the Parties, the arbitration hearings, if required, may be held elsewhere.

#### **c English Language**

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

#### **d Enforcement of Award**

The arbitrators shall make a reasoned award (the "Award"). Any Award made in any arbitration held pursuant to this Clause 12 shall be final and binding on the Parties as from the date it is made, and the Consultant and the Authority agree and undertake to carry out such Award without delay.

The Consultant and the Authority agree that an Award may be enforced against the Consultant and/or the Authority, as the case may be, and their respective assets wherever situated.

**e Performance during Dispute Resolution**

All rights and obligations of parties shall remain in force and effect until award in any arbitration proceedings hereunder.

**12 SEVERABILITY**

In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

**13 WAIVER**

Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:

- i shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Agreement;
- ii shall not be effective unless it is in writing and executed by a duly authorised representative of such Party; and
- iii shall not affect the validity or enforceability of this Agreement in any manner.

Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver/breach of any terms, conditions or provisions of this Agreement.

**14 TRANSFER OR ASSIGNMENT**

No Party may assign its interests in the Agreement without the prior written consent of the other Party. Unless specifically stated to the contrary, in any written consent to an assignment, no assignment shall release or discharge the assignor from any obligation under this Agreement.

**15 VARIATIONS**

The Authority may, by written notice to the Consultant, direct the Consultant to vary the scope, sequence or timing of the Services with suitable compensation for such variation to be agreed mutually and the Consultant shall be bound to comply with that direction.



IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.

SIGNED, SEALED AND DELIVERED

For and on behalf of  
Authority:

(Signature)  
(Name)  
(Designation)  
(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of  
Consultant:

(Signature)  
(Name)  
(Designation)  
(Address)

In the presence of:

1.

2.



**Annex1: Terms of Reference**

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*To be appended before signing of the Agreement*


Reference invited to Appendix J to the RFP

A handwritten signature or mark consisting of a stylized, cursive-like stroke that starts with a small loop and ends with a long, sweeping tail.

**Annex 2: Financial Proposal of the Consultant**

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*To be appended before signing of the Agreement*

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**Annex 3: Names of the Key experts of the Consultant**

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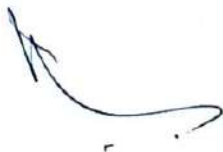


**Annex 4: Payment Schedule**

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*To be appended before signing of the agreement*

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**Annex 5: Letter of Award Issued**

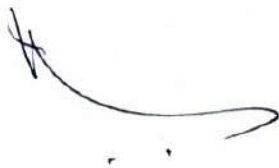
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*To be appended before signing of the Agreement*

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**Annex 6: RFP document**

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