

TRANSPORT DEPARTMENT, GOVERNMENT OF MANIPUR

09/09/2019

# **EXPRESSION OF INTEREST**

## **SHORT TERM NOTICE**

**EOI FOR SELECTION OF AGENCIES TO ASSIST TRANSPORT DEPARTMENT  
IN EXECUTION OF INNOVATIVE PROJECTS FOR ADDITIONAL REVENUE  
GENERATION / EMPLOYMENT GENERATION**

**ISSUED BY:**

The Transport Department,  
Government of Manipur,  
Imphal, Manipur

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**GLOSSARY**

|                           |   |
|---------------------------|---|
| Addendum                  | Any changes in bid document in response to pre bid meeting duly approved by the Competent Authority of TDGOM  |
| Applicable Laws Authority | Laws of India within the Legal Jurisdiction of Imphal<br>TRANSPORT DEPARTMENT, GOVERNMENT OF MANIPUR  |
| Bid(s)                    | The Technical Bid shall be referred to as the Bid.  |
| Bidder(s)                 | Parties that submit their Bids for a particular Project in accordance with this EOI and shall include the Members of the Consortium.  |
| BOQ                       | Bill of quantities  |
| Companies Act             | Shall mean the Companies Act, 1956 and /or the Companies Act, 2013. Provided that references to any repealed provision contained in the Companies Act, 1956 shall be read as references to the corresponding provision contained in the Companies Act, 2013 |
| IA                        | Implementing Agency / Selected Bidder   |
| Creore                    | Ten Million (10,000,000)  |
| Lakh                      | Hundred thousand (100,000)  |
| LOA                       | Letter of Acceptance  |
| LOI                       | Letter of Intent  |
| MEP                       | Mechanical, electrical, plumbing works  |
| Member                    | Member of a Consortium  |
| Re. or R.S. or INR        | Indian Rupee  |
| EOI                       | Means the EOI Document / Request for Qualification cum Request for Proposal issued by the Authority for selecting the Selected Bidder for the Project   |
| TDGOM                     | TRANSPORT DEPARTMENT, GOVERNMENT OF MANIPUR   |
| Selected Bidder           | Agency selected to implement the project through EOI process  |
| Scheduled Bank            | Any bank licensed by RBI  |

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

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**DATA SHEET**

| <b>S. No.</b> | <b>Event</b>                             | <b>Dates</b>  |
|---------------|--|---|
| 1.            | Name Of The Project                      | <b>EOI FOR SELECTION OF AGENCIES TO ASSIST TRANSPORT DEPARTMENT IN EXECUTION OF INNOVATIVE PROJECTS FOR ADDITIONAL REVENUE GENERATION / EMPLOYMENT GENERATION</b> |
| 2.            | Cost of EOI Documents                    | INR 1,000/- in the form of Demand Draft   |
| 3.            | Date of issue of EOI Document            | 09/09/2019  |
| 4.            | Site visit                               | The interested bidders are free to undertake site visit on any date prior to the pre bid meeting.   |
| 5.            | Last date and time of Submission of bids | Up to 1:00 P.M. on or before 1 <sup>st</sup> October, 2019  |
| 6.            | Place of obtaining EOI Documents         | The EOI can be downloaded from the website – <a href="http://www.manipur.gov.in">www.manipur.gov.in</a>   |
| 7.            | Authorized Representative                | The Director (Transport), Directorate of Transport Government of Manipur  |
| 8.            | Email for Correspondence                 | <a href="mailto:dir.transport-mn@gov.in">dir.transport-mn@gov.in</a>  |

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**DISCLAIMER**

The information contained in this Expression of Interest / EOI document (hereafter referred as the "EOI") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this EOI and such other terms and conditions subject to which such information is provided.

This EOI is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidder(s) or any other person. The purpose of this EOI is to provide interested parties with information that may be useful to them in submitting Bids pursuant to this EOI. This EOI includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This EOI may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this EOI. The assumptions, assessments, statements and information contained in the Bidding Documents may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this EOI and obtain independent advice from appropriate sources.

Information provided in this EOI to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be 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 law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder 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 EOI or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the EOI and any assessment, assumption, statement or information contained therein or deemed to form part of this EOI or arising in any way for participation in this Bid Stage.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this EOI. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this EOI.

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The issue of this EOI does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

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

## 1. INTRODUCTION

### 1.1. Background

1.1.1. TDGOM (Transport Department, Government of Manipur) has a fleet of 27 buses and bus depots at strategic locations which it intends to monetise for execution of Social welfare Projects, Education, Training, Skilling and awareness initiatives for which the bidder can source funds from any source for which TDGOM shall provide all documentary support.

1.1.2. Hence, this EOI is being floated to select an agency which can deliver the following:

1.1.2.1. Help in design of such projects including commercials required to execute the project

1.1.2.2. Source funds for the same

1.1.2.3. Execute such projects in partnership with TDGOM.

1.1.2.4. Any issue which is not specifically mentioned in the scope of work can be deliberated and approved through discussions in the coordination committee meetings.

1.2. TDGOM shall allow the successful bidder to form SPV or joint ventures for project execution with qualified / experienced professionals or funding agencies as may be required to successfully execute the project without any objection from TDGOM.

1.3. The statements and explanations contained in this EOI are intended to provide a better understanding to the Bidders about the subject matter of this EOI and should not be construed or interpreted as limiting in any way or manner the scope of work and obligations of the Selected Bidder set out in detail in the EOI document or the Authority's rights to supplement or clarify the scope of work or the Project, to be awarded pursuant to the Bidding Documents. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including between this EOI and the final scope of work are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.

1.4. The Authority shall receive Bids, if necessary, pursuant to this EOI and other documents to be provided by the Authority, as modified, altered, amended and clarified from time to time by the Authority (collectively the "Bidding Documents"). All Bids shall be prepared and submitted in accordance with such terms on or before the time on the date specified for submission of Bids (the "Bid Due Date").

1.5. Any addenda issued subsequent to this EOI, but on or before the Bid Due Date, will be deemed to form part of the Bidding Documents.

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**1.6. Schedule of Bidding Process**

1.6.1. The Authority shall receive Bids for selection of the Selected Bidder(s) pursuant to and in accordance with the terms set forth in the EOI and other documents to be provided by the Authority pursuant to this EOI, as modified, altered, amended and clarified from time to time by the Authority (collectively the "Bidding Documents"). Any addenda issued subsequent to the issuance of this EOI, but before the Bid Due Date, will be deemed to form part of the Bidding Documents. All Bids shall be prepared and submitted in accordance with such terms on or before the time on the date specified in this EOI for submission of Bids by the Bid Due Date.

1.6.2. The Authority shall endeavour to adhere to the following schedule. However, the Authority may, at its own discretion, revise or extend any of the timelines set out in this schedule.

| S. No. | Event   | Dates                                   |
|--------|---|---|
| 1      | Release of EOI Documents  | 09/09/2019                              |
| 2      | Site visit  | On any date prior to pre-bid conference |
| 3      | Last Date for receiving pre-bid queries for the Pre-Bid meeting | 18/09/2019                              |
| 4      | Pre Bid Meeting Date  | 1200 HRS on 20/09/2019                  |
| 5      | Authority response to queries latest by                         | 25/09/2019                              |
| 6      | Bid Due Date - Last Date & Time of Submission of EOI            | 1200 HRS on 01/10/2019                  |
| 6      | Date & Time of opening of EOI / Technical Bid                   | 1230 HRS on 02/10/2019                  |

**1.7. Brief Description of Bidding Process**

1.7.1. The Authority has adopted a single-stage two envelope process (the "Bidding Process") for identification of the Selected Bidder. All Bidders shall simultaneously submit their relevant qualification details for the purpose of meeting the "Technical Bid" and financial proposal for the Project will follow subsequently.

1.7.2. In the first step, based on the details submitted under first envelop under Technical Bids of all Bidders shall be evaluated as to whether they are responsive in terms of the bid evaluation criteria and whether they meet the Minimum Eligibility Criteria of this EOI for undertaking the Project, shall include the members of the Consortium



### **1.8. Period Of Validity Of Bids**

- 1.8.1. The Proposal submitted in response to this EOI shall remain valid for a period not less than 90 days from the Proposal Due Date. A bid valid for a shorter period shall be rejected by the TDGOM as non-responsive.
- 1.8.2. In exceptional circumstances, the TDGOM may request in writing the bidder's unqualified/unequivocal consent for extension(s) to the period of bid validity.
- 1.8.2.1. A Bidder may refuse the request without forfeiting its Bid Security.
- 1.8.2.2. A Bidder agreeing to the request will not be allowed to modify its Proposal but would be required to extend the validity of its EOI Deposit for the period of extension.

### **1.9. Cost Of Bidding:**

- 1.9.1. The Bidder shall be responsible for all the costs associated with the preparation of its Proposal and its participation in the bidding process. TDGOM will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of bidding. TDGOM shall have no liability in any manner in this regard if it decides to terminate the EOI for any reason whatsoever.

### **1.10. EOI Document Fees And EMD**

- 1.10.1. A bid not having EMD document fees shall not be opened by the TDGOM as it is non-responsive and the bid will be returned unopened.
- 1.10.2. The Cover Letter of each bid must be accompanied by Demand Draft / Pay Order payable at Imphal in favour of Director (Transport), Govt. of Manipur" as under:
- 1.10.2.1. EOI Document Fees - Rs. 1,000/- (Rupees One Thousand Only).

### **1.11. Queries / Clarifications Related To Bid Documents & Pre-Bid Meeting**

- 1.11.1. TDGOM shall hold a pre-bid conference to discuss the queries raised by prospective bidders as per the schedule in the EOI documents.
- 1.11.2. The envelopes or/and email /fax/ communication shall clearly bear the following identification/ title: **PRE-BID QUERIES - EOI FOR SELECTION OF AGENCIES TO ASSIST TRANSPORT DEPARTMENT IN EXECUTION OF INNOVATIVE PROJECTS FOR ADDITIONAL REVENUE GENERATION / EMPLOYMENT GENERATION.**

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1.11.3. A prospective bidder, requiring any clarification on the Bid Documents shall notify the TDGOM in writing on letterhead at the mailing address indicated in the invitation of Bid latest by 12:00 hrs on 18/09/2019. The format of submission should be as under:

| S. No. | EOI Reference(s) (Section & Number(s)) | Document & Page | Content of EOI requiring Clarification(s) | Points of clarification |
|--------|--|-----------------|---|-------------------------|
|        |  |                 |   |                         |
|        |  |                 |   |                         |

1.11.4. TDGOM shall give replies only to those questions raised which were submitted by interested bidders in writing.

1.11.5. All correspondence/ enquiries should be submitted to the following in writing by post/courier/e-mail (as given in the bid documents).

The Director (Transport),  
Government of Manipur,  
Babupara, Imphal West,  
Manipur - 795001

1.11.6. It is preferred that the queries should be sent to the Authority at least 2 (two) business days before the scheduled pre-bid conference.

1.11.7. In case of change of pre-bid meeting date and time, the details of the meeting will be published on the website of the Department and interested bidders must keep track of the same. Attendance of the Bidders at the meeting is not mandatory. However, subsequent to the meeting, TDGOM may not respond to queries from any Bidder who has not attended the Pre-bid meeting.

1.11.8. The Nodal Officer notified by the TDGOM will endeavour to provide timely response to all queries through email only as mentioned in the EOI response documents. However, TDGOM makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does TDGOM undertake to answer all the queries that have been posed by the bidders.

1.11.9. TDGOM may amend the EOI Document based on inputs provided by Bidders that may be considered acceptable in its sole discretion and such changes shall be notified to the bidders who have participated in the pre-bid meeting through email only or update of corrigendum on the TDGOM website.

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1.11.10. No interpretation, revision or other communication from TDGOM regarding this solicitation is valid unless in writing and is signed by the Competent Authority of TDGOM.

1.11.11. Any clarification issued by TDGOM in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to an amendment of relevant clauses of the bid documents. TDGOM reserves the right for rejection of bids if the bids are submitted without taking into account these amendments/clarifications. Further bidder will be fully responsible for downloading of the EOI document and amendments for their completeness.

**1.12. Amendment To Bid Documents:**

1.12.1. At any time, prior to the date of submission of bids, TDGOM may for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify/alter any terms & conditions of the bid documents by amendments and they are uniformly applied to all.

1.12.2. The amendments shall be posted on the web-site and these amendments will be binding on all bidders.

1.12.3. In order to give prospective bidders reasonable time to take the amendments into account while preparing their bids or for any other reason, the TDGOM may, at its discretion, extend the last date / time for the submission of bids suitably.

## 2. GENERAL TERMS AND CONDITIONS

### 2.1. Site Visit & Verification of Information:

- 2.1.1. Bidders are encouraged to submit their respective Bids after visiting the Site and ascertaining for themselves the conditions, location, surroundings, Applicable Laws, applicable permits and regulations, and any other matter considered relevant by them for submitting their Bids in response to the EOI.
- 2.1.2. It shall be deemed that by submitting a Bid, the Bidder has:
  - 2.1.2.1. made a complete and careful examination of the Bidding Documents;
  - 2.1.2.2. received all relevant information requested from the Authority;
  - 2.1.2.3. acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters on the project;
  - 2.1.2.4. satisfied itself about all matters, things and information including matters referred to in the EOI documents and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations there under;
  - 2.1.2.5. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the project; and
  - 2.1.2.6. Agreed to be bound by the undertakings provided by it under and in terms hereof.
  - 2.1.2.7. The Authority shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the Bidding Documents including the EOI or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.
  - 2.1.2.8. This EOI Document may not be appropriate for all persons, and it is not possible for the TDGOM to consider the investment objectives, financial situation and particular needs of each party who reads or uses this EOI Document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this EOI Document and where necessary obtain independent advice from appropriate sources. The TDGOM makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the EOI Document. It must be noted that while all the information and data regarding this project, to the best of the TDGOM's knowledge, accurate within the considerations of scoping the proposed contract, has been provided in this document and TDGOM holds no responsibility for the

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accuracy of this information and it is the responsibility of the bidders to check the validity of data included in this document. Each bidder must make independent evaluation of the scope of work. No bidder can hold the Competent Authority responsible for non-understanding of the scope of work. The process is fully in public domain and no separate information shall be given to any bidder by the Competent Authority on this account.

### **2.2. Unconditional Bids:**

- 2.2.1. Bidders may note that TDGOM will not entertain any deviations to the EOI Document at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders will be unconditional and unqualified and the Bidders would be deemed to have accepted the terms and conditions of the EOI Document with all its contents.
- 2.2.2. Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection.

### **2.3. General Terms Of Bidding**

- 2.3.1. No Bidder shall submit more than 1 (one) Bid for the Project. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another bid for the same Project either individually or as a member of any other Consortium, as the case may be.
- 2.3.2. The TDGOM may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this EOI Document.
- 2.3.3. This EOI document supersedes and replaces any previous public documentation and communications and the bidders should place no reliance on such communications.
- 2.3.4. Unless the context otherwise requires, the terms not defined in this EOI, but defined in the Agreement shall have the meaning assigned thereto in the project.
- 2.3.5. The EOI Documents can be obtained be downloaded from TDGOM's website or physically purchased from the office of the:

The Director (Transport),  
Government of Manipur,  
Babupara, Imphal West,  
Manipur - 795001

- 2.3.6. For avoidance of doubt, it is clarified that the Bid shall be submitted on or before the Bid Due Date and time at the address specified in EOI documents. The technical bid response document must have the EOI Document fees and EMD fees as mentioned in the EOI documents.

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### 2.3.7. Language And Currency Of Bid:

2.3.7.1. The Bid prepared by the Bidder and all correspondence and documents relating to the bid exchanged by the bidder and the TDGOM shall be written in English language, provided that any printed literature furnished by the bidder may be written in another language but it is to be accompanied by an English translation of its pertinent passage(s) duly signed and verified as true English translation. The responsibility for the correctness of the translation will be solely and completely on the bidder and TDGOM shall not be responsible for any loss/likely loss due to error in translation whatsoever. In such cases, for the purpose of interpretation of the bid, the English translation shall only govern.

2.3.7.2. The currency for the purpose of the Proposal shall be the Indian Rupees (INR).

2.3.8. Documents Comprising The Bid: The bid prepared by the bidder shall comprise the following components:

#### 2.3.8.1. **Technical Offer**

| S. No. | Component  | Location |
|--------|--|----------|
| 1.     | Cover Letter with all documents as specified in the EOI document – format at <b>APPENDIX I</b> – This must also have stapled Demand Draft / Pay order related to EMD and EOI Document fees.  | Flag 1   |
| 2.     | Any one Company Registration Document in support of eligibility criteria   | Flag 2   |
| 3.     | Consortium Undertaking, if any <b>as per APPENDIX II.</b>  | Flag 3   |
| 4.     | Self-Certified undertaking for turnover <b>as per APPENDIX III.</b>  | Flag 4   |
| 5.     | Authorization to sign EOI document <b>as per APPENDIX IV.</b>  | Flag 5   |
| 6.     | Near relation certificate <b>as per APPENDIX V</b>   | Flag 6   |
| 7.     | Non-blacklisting undertaking <b>as per APPENDIX VI</b>   | Flag 7   |
| 8.     | ISO Certificate  | Flag 8   |
| 9.     | Any one of the consortium members must have a work order from any Government Agency/Government Statutory Body or Government Public Sector Undertaking related to Skill Development or Training and capacity building or Publicity or promotion of Government Schemes | Flag 9   |
| 10.    | All Addendum, Corrigendum and responses to Pre-Bid Queries published by the Authority with each page initialed by the authorized signatory   | Flag 10  |
| 11.    | Solution Document in response to the scope of  | Flag 11  |

**2.4. General & Eligibility Criteria for Technical Qualification In Bid Process:**

**2.4.1.** The following criterion shall be met by the Bidders who intend to participate in this EOI and only those Bidders who qualify the following conditions, need put in the proposal:

**2.4.1.1. General Eligibility:** This EOI is limited to single entity or consortium which can be either be a Government University/ Educational Institution of eminence Central / State Public Sector Undertaking or a Company / Trust / Society/ Financial Institutions with State/ Central Government India nominee / Public Sector Undertakings nominee on board / governing body or an individual/firm/society or Trust/Company registered under Companies Act registered under appropriate authority and to support this, the bidders have to be registered under the same name and submit only one registration documents be it ROC Registration Certificate / PAN Card or GST Number or any other registration document issued by Government Authority. In case of a wholly owned subsidiary, the credentials of its Parent Company shall be counted together. These entities are allowed to bid singly or as a consortium.

**2.4.1.2.** As consortium bidding is allowed, the consortium members can meet the eligibility criteria jointly (i.e. the under mentioned criteria can be met jointly i.e. either all criteria can be met by one member or different members of a consortium can meet the criteria jointly).

2.4.1.2.1. Any one of the consortium members must have an average annual turnover of Rs 5crores in the last three financial year (last year should be the financial year ending 31.03.2018).

2.4.1.2.2. Any one of the consortium members must have ISO certification.

2.4.1.2.3. Any one of the consortium members must have a work order from any Government Agency/Government Statutory Body or Government Public Sector Undertaking related to Skill Development or Training and capacity building or Publicity or promotion of Government Schemes.

2.4.1.2.4. Non-fulfillment of the above said criteria shall result in rejection of technical bids. Any rejected offer shall not be eligible for execution of project as defined in this EOI.

**2.4.1.3. Consortium Details:**

2.4.1.4. The consortium can consist of maximum of three members and any member can become the lead bidder.

2.4.1.5. A consortium undertaking (as per the format given in the EOI documents) has to be attached with the EOI documents. If any member of the Consortium quits the consortium during the project implementation phase, the remaining members may induct a new

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member (from the eligible category) under intimation to the Competent Authority for the duration of the project.

2.4.1.6. The consortium must have a Central / State Public Sector Undertaking or a Company / Trust / Society/ Financial Institutions with State/ Central Government India nominee / Public Sector Undertakings nominee on board / governing body member along with any firm/company / trust.

2.4.1.7. Only one offer shall be accepted from one organization which is further clarified as under:

2.4.1.7.1. No entity can be a part of any other consortium,

2.4.1.7.2. None of the members of one consortium would be allowed cross shareholding/ ownership in any entity in the other consortium.

2.4.2. The Bid should contain the information required for each member of the Consortium;

2.4.2.1. Members of the Consortium shall nominate 1 (one) member as the lead member ("Lead Member");

2.4.2.2. The nomination of the Lead Member duly authorized as per format in EOI documents.

### **2.5. TDGOM'S Right To Accept Any Bid And To Reject Any Or All Bids:**

2.5.1. The TDGOM reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reasons whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of the TDGOM's action.

2.5.2. Rejection Of Any / All Bids / Annulment Of EOI Process:

2.5.2.1. TDGOM reserves the right to reject any / all responses to EOI without assigning any reason thereof and without incurring any liability to the affected bidder(s).

2.5.2.2. While all the conditions specified in the Bid documents are critical and are to be complied, special attention of bidder is invited to the following clauses of the bid documents and TDGOM may at its sole discretion and at any time during the evaluation of Proposal, disqualify any Bidder, if the Bidder has:

2.5.2.2.1. The proposal is not submitted in the printed format.

2.5.2.2.2. The bids will be rejected at opening stage if it is not accompanied by EMD and EOI Document Fees.

2.5.2.2.3. If the eligibility / mandatory criteria condition is not met and/or documents prescribed to establish the eligibility are not enclosed.

2.5.2.2.4. Failed to provide clarifications related thereto, when sought;

2.5.2.2.5. The bids will be recorded/ returned unopened if covers are not properly sealed.

2.5.2.2.6. Any conditional bid, other than what has been specified in



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the EOI.

2.5.2.2.7. Any bidder found indulging in malicious campaign or disinformation campaign against any official of the TDGOM or any other bidders either directly or through third parties, at any time during the post EOI publishing date, shall be liable for rejection of bids and other legal actions as per law. Such bidders may also be blacklisted by the TDGOM.

2.5.2.2.8. During the EOI process, sudden appearance of complaints / media reports against any Official / Participating Bidders shall result in rejection of bid if any entity or any person or outside associate of a bidder is prima facie found to be involved in such activities to hamper prospects of other competing bidders.

2.5.2.3. In case it is found during the evaluation or at any time after selection of Qualified Bidders or Selected Bidders or before/after signing of the Agreement or after its execution and during the period of subsistence thereof, one or more of the Minimum Eligibility Criteria have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith, notwithstanding anything to the contrary contained therein or in this EOI, in the Bidding Documents and the Agreement (if executed) shall be liable to be terminated, by a communication in writing by the Authority to the Bidder, without the Authority being liable in any manner whatsoever to the Bidder or Selected Bidder, as the case may be. In such an event, the Authority shall have a right to forfeit and appropriate the Bid Security or Performance Security.

### **2.6. Conflict Of Interest:**

2.6.1. The Vendor shall disclose to TDGOM in writing, all actual and potential conflicts of interest that exist, arise or may arise in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

2.6.2. Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process, if:

2.6.2.1. the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this qualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof or any shareholder thereof having a shareholding is not more than 25% (twenty five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be, in the other Bidder(s), its Member or Associate is not more than 25% (twenty five per cent) of the paid up and subscribed equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank,

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insurance company, pension fund or a public financial institution referred to in section 2(72) of the Companies Act, 2013.

2.6.2.2. A constituent of such Bidder is also a constituent of another Bidder; or

2.6.2.3. The Bidder has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

2.6.3. For purposes of this EOI, the conflict of interest would be reflected in terms of the undertaking being given in the Near Relative Certificate as elaborated in this bid document.

2.6.4. Near Relative Certificate: The bidder should give a certificate that none of his/her near relative is working in the TDGOM. This must be issued under signature of the Authorized Signatory. Due to any breach of these conditions by the company or firm or any other person the bid of the bidder will be cancelled at any stage whenever it is noticed and TDGOM will not pay any damage to the bidder. The bidder will also be debarred for further participation in the concerned unit. The near relatives for this purpose are defined as: -

2.6.4.1. Members of a Hindu undivided family.

2.6.4.2. They are husband and wife.

2.6.4.3. The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).

2.6.5. That any of the employees / consultants of TDGOM involved in EOI making / evaluation plans joins the bidder or its subsidiary within a period of three of years from the date of award of contract.

### 3. PREPARATION AND SUBMISSION OF BIDS

#### 3.1. Format and Signing of Bid

- 3.1.1. The Bidder shall provide all the information sought under this EOI. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects.
- 3.1.2. EOI form should be clearly filled in ink/duly typed giving full name and address of the party and in English Language only. All correspondences and other documents pertaining to the contract, which are exchanged between the parties, shall be written in the English.
- 3.1.3. Any interlineations, erasures, over-writing, alterations, additions, etc. will disqualify the EOI unless such interlineations, erasures, over-writing, alterations, additions, etc. are legibly attested and signed by the party.
- 3.1.4. All the pages of the proposal must be properly bounded sequentially numbered and must contain the list of contents with page numbers. If the Proposal consists of more than one volume, Bidder must clearly number the volumes. Any deficiency in the documentation may result in the rejection of the Bid. Loose bid or improperly bounded bid will be rejected.
  - 3.1.4.1. An index of various documents and page no., where it is available, shall be given.
  - 3.1.4.2. That the document (all pages) must be signed by an authorized signatory of the bidder/ consortium.
  - 3.1.4.3. The bid submitted shall be sealed properly.

#### 3.2. Sealing And Marking Of Bids:

- 3.2.1. The proposal should consist of an envelopes super scribed as under:
  - 3.2.1.1. **EOI OFFER - EOI FOR SELECTION OF AGENCIES TO ASSIST TRANSPORT DEPARTMENT IN EXECUTION OF INNOVATIVE PROJECTS FOR ADDITIONAL REVENUE GENERATION / EMPLOYMENT GENERATION.** This envelop should have One Hard Copy.
  - 3.2.1.2. Bidders shall submit their Proposals by registered post or by hand at the following office address on or before the last date and time for receipt of proposals mentioned in the EOI documents. The envelope shall be addressed to:

The Director (Transport),  
Government of Manipur,  
Babupara, Imphal West,  
Manipur - 795001

- 3.2.1.3. The footer on the envelopes mentioned above should have mentioned – Submitted By: “Name, Address of the Bidder”
- 3.2.1.4. If the envelope is not sealed and marked as instructed above, the Proposal may be deemed to non-responsive and would be liable

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for rejection. TDGOM assumes no responsibility for the misplacement or premature opening of such Proposal submitted.

3.2.1.5. The EOI offer shall indicate the name and address of the bidders to enable the bidder to return the bid unopened in case it is declared 'late' or rejected.

### **3.3. Bid Due Date And Time: Deadline For Submission Of Bids And Bid Opening Venue:**

3.3.1. Bids must be received by the TDGOM at the specified address not later than the time schedule mentioned in the EOI documents.

3.3.2. Any Bids delivered / received later than that or delivered at any other address shall be summarily rejected.

3.3.3. The TDGOM may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with case all rights and obligations of the TDGOM and bidders subject to the previous deadline will thereafter be subject to the deadline as extended.

3.3.4. Venue of EOI Opening: Bid will be opened at venue indicated in the bid documents. If due to administrative reason, the venue of Bid opening is changed, it will be displayed prominently on the notice boards of TDGOM.

### **3.4. Late Bids:**

3.4.1. Any bid received by TDGOM after the prescribed time for submission of the bid may be rejected and returned unopened to the bidder.

3.4.2. Any delay beyond the due date and time in receipt of bid documents through post / courier shall render the bid invalid. Telegraphic / fax/ e-mail bid etc. shall be summarily rejected.

### **3.5. Modification And Withdrawal Of Bids:**

3.5.1. The bidder may modify or withdraw his bid after submission if written notice of the modification or withdrawal is received by the TDGOM prior to the deadline prescribed for submission of bids. In this case, a withdrawal notice must be sent through a letter duly signed by the authorized representative of the bidder before the deadline for submission of bids.

3.5.2. The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.

3.5.3. No bidder is allowed to modify, substitute, or withdraw the Proposal after its submission.

3.5.4. No bid may be withdrawn in the interval between the deadline for submission of the bid and the expiry of period of bid validity specified by the bidder on the bid form.

### **3.6. Validity Of Bids:**

3.6.1. The Bids shall be valid for a period of not less than 90 (Ninety) days from the Bid Due Date. The validity of Bids may be extended by mutual

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consent of the respective Bidders and the Authority.

**3.7. Confidentiality:**

- 3.7.1.** Information relating to the examination, clarification, evaluation and recommendation for the short-listed Bidders shall not be disclosed to any person not officially concerned with the process. TDGOM will treat all information submitted as part of Proposal in confidence and will ensure that all who have access to such material treat it in confidence. TDGOM will not divulge any such information unless it is ordered to do so by any Government authority that has the power under law to require its disclosure.
- 3.7.2.** Except upon mutual written agreement, or as may be required by law, no party shall in any way or in any form disclose the existence, discussions or negotiation leading to or any matter covered during EOI process till the stage of execution of agreement.

**3.8. Contacting The TDGOM:**

- 3.8.1.** Information relating to the examination, clarification and comparison of the Proposals shall not be disclosed to any bidder or any other persons not officially concerned with such process until the selection process is over.
- 3.8.2.** Any effort by a bidder to modify his bid or influence the TDGOM, in the TDGOM's bid evaluation, bid comparison or contract award decisions, may result in the rejection of the bid.
- 3.8.3.** Subject to TDGOM calling for clarifications from the bidders, no bidder shall try to influence the TDGOM on any matter relating to its bid, from the time of the bid opening till the time, the contract is awarded, or at any other time and in the event of its being so established by TDGOM, the bidder's bid may be cancelled.

#### **4. EVALUATION OF BIDS, AWARD OF WORK AND RELATED TERMS AND CONDITIONS**

##### **4.1. Opening & Evaluation Of Bids:**

- 4.1.1. The date fixed for opening of bids, if subsequently declared as holiday by the TDGOM, the bids will be opened on next working day, time and venue remaining unaltered.
- 4.1.2. The TDGOM will open the EOI offers, in the presence of authorized bidder's representatives who choose to attend, at the date and time specified in NIT (Notice Inviting EOI).
- 4.1.3. Authority letter to this effect shall be submitted by the bidder/representative before they are allowed to participate in bid opening and the representatives who choose to be present shall be required to sign and record their attendance.
- 4.1.4. A maximum of two representatives for any bidder shall be authorized and permitted to attend the bid opening.
- 4.1.5. The Bidder's name, modifications, bid withdrawal and the presence or absence of the requisite EOI fee and such other details as the TDGOM, at its discretion, may consider appropriate will be announced and recorded at the time of bid opening.

##### **4.2. Clarification On Submitted Bids:**

- 4.2.1. To assist in the examination, evaluation and comparison of bids, the TDGOM may, at its discretion ask the bidder for any clarification(s) of its bid OR to give their presentation on their offer, to explain their capability to undertake the project and to respond to any question from TDGOM. The request for clarification and the response shall be in writing and no change in the EOI offer shall be sought, offered or permitted.
- 4.2.2. However, no post Bid clarifications at the initiative of the Bidder shall be entertained.

##### **4.3. Test Of Responsiveness:**

- 4.3.1. TDGOM will constitute an EOI Evaluation Committee to evaluate the responses of the bidders.
- 4.3.2. Prior to the detailed evaluation, the TDGOM will determine the substantial responsiveness of each bid to the EOI Document. A Proposal shall be considered responsive if it meets the eligibility and mandatory criteria.
  - 4.3.2.1. It is received by the Proposal Due Date.
  - 4.3.2.2. It is signed, sealed, and marked as stipulated in the EOI documents.
  - 4.3.2.3. It contains the information and documents as requested in the EOI document.
  - 4.3.2.4. There are no inconsistencies between the Proposal and the supporting documents.
  - 4.3.2.5. It contains the EOI document fees etc as per instructions in the EOI documents.
  - 4.3.2.6. The TDGOM may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a material deviation,

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provided such waiver doesn't prejudice or affect the relative ranking of any bidder.

4.3.3. The TDGOM appointed Evaluation Committee reserves the right to reject any or all proposals based on any deviations. The decision of the Evaluation Committee in the evaluation of responses to the EOI shall be final.

**4.4. EOI Evaluation Criteria:**

**4.4.1.** Bidder may have to give a presentation on their eligibility, experience, approach, strategy and methodology for implementation of the target project before a designated committee as per date and time communicated to them.

**4.4.2.** Evaluation of Proposals shall be done through two stages as under:

**4.4.2.1. Stage I - Technical Proposal Evaluation** - Evaluators of technical proposal shall not have access to the financial proposal until the technical evaluation is concluded by the EOI committee of TDGOM. The bidder offers shall be subjected to evaluation as under and all bidders who meet all the criteria as under shall qualify for participation in the financial bid evaluation process:

| S. No. | Criteria  | Sub Criteria   | Evaluation System |
|--------|---|--|-------------------|
| 1.     | Government University/ Educational Institution of eminence Central / State Public Sector Undertaking or a Company / Trust / Society/ Financial Institutions with State/ Central Government India nominee / Public Sector Undertakings nominee on board / governing body or an individual/firm/society or Trust/Company registered under Companies Act | To support this, the bidders have to be registered under the same name and submit only one registration documents be it ROC Registration Certificate / PAN Card or GST Number or any other registration document issued by Government Authority. | Yes / No          |
| 2.     | Consortium Undertaking, if applicable   | Attach Document as per format certified in the EOI document  | Yes / No          |
| 3.     | Any one of the consortium members must have an average annual turnover of Rs 5 crores in the last three financial years (last year should be the financial year ending 31.03.2018).   | Attach self-certified document   | Yes / No          |
| 4.     | Any one of the consortium   | Attach self-certified  | Yes / No          |

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|    |  |   |          |
|----|--|---|----------|
|    | members has must have ISO certification  | document  |          |
| 5. | Non-Blacklisting Certificate   | Attach Document as per format certified in the EOI document | Yes/No   |
| 6. | Any one of the consortium members must have a work order from any Government Agency/Government Statutory Body or Government Public Sector Undertaking related to Skill Development or Training and capacity building or Publicity or promotion of Government Schemes | Attach self-certified document                              | Yes / No |

**4.4.2.2. Stage II –After evaluation of Technical bids, TDGOM, shall empanel vendors for execution of projects without any financial liability on TDGOM.**

**4.5. Notification Of Award:**

- 4.5.1. After selection, a Letter of Intent (the “LOI”) shall be issued, in duplicate, by the Authority to the Selected Bidder.
- 4.5.2. The issue of Letter of Intent (LOI) shall constitute the intention of TDGOM to enter an agreement with the bidder to execute the project as defined in the EOI document.
- 4.5.3. The LOI would be duly signed by the competent officer of TDGOM and sent to the selected bidder through Speed Post as well as fax and email. The selected bidder is also eligible to collect a copy of the same by sending a duly authorized representative.
- 4.5.4. Within a maximum of 7 working days from the date of issue of the LOI, the selected bidder shall acknowledge the receipt and issue a LOA (Letter of Acceptance) for executing the project.
- 4.5.5. In the event the LOA duly signed by the Selected Bidder(s) is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the EMD Fees of such Bidder as Damages on account of failure of the Selected Bidder(s) to issue the LOA, and the next eligible Bidder may be considered.

**4.6. Agreement:**

- 4.6.1. On receipt of the LOA (Letter of Acceptance) as mentioned above, an agreement would be executed simultaneously to ensure successful working of the system between the TDGOM and the bidder / consortium selected to implement the system that would also define the terms and conditions for completion of the project in a time-bound manner. In the event that any provision of the agreement is rendered invalid or unenforceable by any law or regulation or declared null and void by any Court of Competent Jurisdiction, that shall be reformed, if possible to



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conform to law and if reformation is not possible, that part of the Agreement shall be amended/deleted, the remainder of the provisions of the agreement shall remain in full force and effect. That this contract and the agreement shall endure irrespective of change of constitution of the implementing agency or any amendment to the act / rules / regulations / bye laws hereafter made and shall have an arbitration clause in the agreement. That the EOI document and outcomes of all negotiations with the selected bidder shall form a part of the agreement. Amendments / additions may also be necessitated because Coordination Committee deliberations.

**4.6.2.** Draft Agreement (**as per format at APPENDIX VII**) has been enclosed with the EOI documents.

**4.6.3.** Failure of the successful bidder to execute the agreement shall constitute sufficient grounds for the annulment of the award, in which event TDGOM may award the contract to the next best value bidder or call for new proposals from the interested bidders.

### **4.7. Legal Jurisdiction:**

4.7.1. The agreement shall be subject to exclusive jurisdiction of courts at Imphal only.

### **4.8. Issue Of Work Order:**

4.8.1. Work order shall be issued simultaneously along with execution of agreement.

4.8.2. TDGOM can issue the work order to different agencies for the two sites.

### **4.9. Force Majeure:**

**4.9.1.** If at any time, during the continuance of this contract, the performance in whole or in part by either party or any obligations under this contract gets affected by an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances shall be prevented or delayed by reason of war, or hostility, acts of the public enemy, civil commotion, riots, civil disorder, sabotage, fires, earthquake/storm/flood or other extreme adverse weather conditions, explosions, epidemics, quarantine restriction, strikes, power blackout due to grid collapse, lockouts, confiscation or any other action by Government Agencies, espionage, cyber hacking, other industrial action, political unrest, civil unrest, or act of God (Hereinafter referred to as Force Majeure Events).

**4.9.2.** The affected PARTY shall provide to the other PARTY a notice of happenings, within 21 days from the date of occurrence thereof and in such event neither party shall by reason of such event be entitled to

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terminate this and performance shall be resumed as soon as practicable after such event may come to an end or cease to exist.

- 4.9.3.** That no penalty shall be levied on the bidder in case of force majeure event.
- 4.9.4.** That if the performance in whole or part of any obligation under this contract is prevented or delayed because of any such event for a period exceeding 90 days either party may, TDGOM at its option terminate the contract.
- 4.9.5.** Provided also that if the contract is terminated under this clause, the TDGOM shall be at liberty to take over from the bidder at a price to be fixed by the TDGOM, which shall be final, all undamaged and acceptable materials, assets, services in possession of the selected bidder at the time of such termination of such portions thereof as the TDGOM may deem fit, if mutually agreeable between the PARTIES.
- 4.9.6.** For the purposes of this Contract, "Force Majeure" shall not include:
- 4.9.7. Any event which is caused by the negligence or intentional action of a Party,
- 4.9.8. Insufficiency of funds or inability to make any payment required hereunder.
- 4.9.9. Measures to be taken:**
- 4.9.10. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- 4.9.11. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than 21 days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- 4.9.12. Any period within which a Party shall, pursuant to this Contract, 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.
- 4.9.13. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Bidder, upon instructions by TDGOM, shall either:
- 4.9.13.1. Demobilize; or
- 4.9.13.2. Continue with the Services to the extent possible, in which case they shall continue to be paid proportionately and on pro rate basis, under the terms of this Contract.
- 4.9.14. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled through Coordination Committee deliberations.

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### 4.10. **Notices:**

4.10.1. Notice or other communications given or required to be given under the contract shall be in writing by Speed Post and shall be faxed/e-mailed followed by hand-delivery with acknowledgement thereof or transmitted. Any notice or other communication shall be deemed to have been validly given on date of delivery if hand delivered & if sent by Speed Post then the data available on India Post website.

### 4.11. **Coordination Committee:**

4.11.1. That a Coordination Committee (headed by the Nodal Officer of this project) consisting of representatives of the TDGOM and the Bidder / other stakeholders shall be constituted to address any issue that may arise during implementation of the project and resolve all issues related to any projects through mutual discussions and good faith. That both the PARTIES shall be represented in equal numbers excluding the Nodal Officer of TDGOM. The Nodal Officer of TDGOM shall be the Chairman of the Coordination Committee. As for example, if the coordination committee has 5 members, then it shall have 2 representatives of the TDGOM and 2 representatives of the Bidder + the Nodal Officer.

4.11.2. That the said Coordination Committee shall have the powers to improvise the project functionalities in due course of time and such suggestions can be added as improvements in the Agreement and such decisions subject to approval of the Nodal Officer shall deemed to have been approved by the Competent Authority.

4.11.3. The Coordination Committee shall be responsible for matters like:

4.11.4. Monitoring the deliverables/ performance by the bidder in terms of project terms and conditions,

4.11.5. Recommending extension of the project based on mutually accepted and agreed terms,

4.11.6. Recommend on waiving off penalty,

4.11.7. Any other matter which is essential for achieving the larger vision of the project.

### 4.12. **Dispute Redressal Mechanism:**

4.12.1. All the disputes, differences, controversies / differences of opinions, breaches and violation ("Dispute") arising out of, or in relation to this project between parties shall be resolved by mutual discussions / reconciliations in good faith.

4.12.2. At the first instance, the matter should be resolved between the Project Manager of the bidder and the Nodal Officer of the TDGOM.

4.12.3. If the same is not resolved as above within 15 days, then the matter has to be taken to coordination committee for resolving the same within 15 days.

4.12.4. If the dispute, difference, controversies / differences of opinion, breaches and violation arising from or related to the Agreement is not resolved through processes defined in above, then such questions, disputes or differences (except as to the matters, the decision to which is specifically provided under this Agreement) shall be referred to arbitration

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under the provisions of Arbitration and Conciliation Act 1996 /amendments thereof and the rules made there under or any statutory modifications or re-enactment thereof or any rules made thereof shall be deemed to apply to the arbitration proceeding under this clause.

- 4.12.5. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.
- 4.12.6. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- 4.12.7. The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this EOI document.
- 4.12.8. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.
- 4.12.8.1. **Place of Arbitration** - The place of arbitration shall be Imphal
- 4.12.8.2. 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.
- 4.12.8.3. **Enforcement of Award** - The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the provisions of the Arbitration Act.
- 4.12.8.4. **Performance During Arbitration** - Pending the submission of and/or decision on a dispute and until the arbitral award is published; the Parties shall continue to perform their respective obligations under this Agreement, without prejudice to a final adjustment in accordance with such award.

### 4.13. **Penalty:**

- 4.13.1. As there is no financial liability of Transport Department, Government of Manipur, hence, there is no penalty clause.

### 4.14. **Termination:** Any of the following events shall constitute an event of default by the Bidder entitling the Competent Authority to terminate the concessions granted to the Bidder:

- 4.14.1. TDGOM may, at any time, terminate the Contract (in whole or in part) by giving 90 calendar days written notice to the Bidder, without any compensation to the Bidder, whatsoever if:
- 4.14.1.1. The Bidder becomes unwilling, bankrupt or otherwise insolvent.
- 4.14.1.2. The Bidder being a company is wound up voluntarily or by the order of a court or a receiver, or manager is appointed on behalf of

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the debenture/shareholders or circumstances occur entitling the court or debenture/shareholders to appoint a receiver or a manager.

4.14.2. Other than the clauses as mentioned above, the agreement shall stand automatically terminated in case the shortlisted bidder is unable to bring any project on board within 10 months of issue of work order.

4.14.3. Upon occurrence of any of the defaults, the TDGOM would follow the procedures of issuing time bound Notice/Show Cause before deciding on termination of the agreement. The decision of the TDGOM shall be final and binding on the Bidder and give the bidder a time of 90 days (or extended period) to rectify the same. Failure to rectify the same shall result in termination of the contract.

4.14.4. The contract shall not be terminated for failure to discharge responsibilities due to force majeure situations or failure by TDGOM to meet conditions precedent.

### 4.15. **Consequences of Termination:**

4.15.1. In the event of termination of the Contract due to the reasons specified above, the selected bidder shall ensure peaceful handing over the site back to TDGOM.

4.15.2. In the event of failure of the successful bidder to execute the project, shall constitute sufficient grounds for the annulment of the award, in which event TDGOM may award the contract to the next best value bidder or call for new proposals from the interested bidders to hand over the site on as is where is basis to complete the project at the earliest.

### 4.16. **Exclusivity:**

4.16.1. The selected bidder shall have exclusive rights for execution of the project for the period defined in this agreement except for termination of this contract on account of force majeure conditions or non-performance of the selected bidder. In such cases, TDGOM may get the contract implemented from any other party that it deems fit.

**5. FRAUD AND CORRUPT PRACTICES**

- 5.1.** Corrupt Practice – It implies offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process. For avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the TDGOM who is or has been associated in any manner, directly or indirectly with the Selection Process or has dealt with matters concerning the Agreement;
- 5.2.** “Fraudulent Practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- 5.3.** “Coercive or property to influence any person’s participation or action in the Selection Process; practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons.
- 5.4.** The Bidders shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this EOI, the TDGOM shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has engaged in corrupt practice, fraudulent practice, coercive practice (collectively the “Prohibited Practices”) in the Selection Process.
- 5.5.** In such an event, the TDGOM shall,
- 5.5.1.** Forfeit and appropriate the Bid Security or Performance Security.
- 5.5.2.** Debar it from participation in any EOI issued by the TDGOM during a period of 2 years from the date such Bidder, is found by the TDGOM to have engaged or indulged in such practice.

**6. PROJECT EXECUTION TIME / PAYMENTS TO THE BIDDER ETC.**

**6.1. Gestation Period & Conditions Precedent:**

6.1.1.1. A Gestation period of 6 months shall be given to the bidder after that of issue of work order as well as meeting all criteria in conditions precedent to have all statutory approvals to start the project operations.

6.1.2. That the target of 6 months set above shall become effective and binding on the selected bidder, provided however the following conditions are fulfilled by the TDGOM to go ahead with the project

6.1.2.1. The successful bidder has been given complete brief by the Nodal Officer in writing about the projects which has mutual consent for approved projects. If there is any change in this brief, then the selected bidder shall be given an additional time as may be decided by the Coordination Committee meeting.

6.1.2.2. All administrative approvals are granted along with all sanctions and NOCs/clearances/ approvals required to complete the project / coordination committee is notified and Nodal Officer is appointed along with the other procedural formalities for effective implementation of the project as per the project guidelines in the EOI documents. This shall also imply all deliverables on part of TDGOM as defined in the EOI documents.

6.1.2.3. Non-Compliance of Conditions Precedent: it is agreed that, if the above preconditions are not met 90 days from the date of such agreement, then the TDGOM shall, at the option of the selected agency, complete all such required approvals by extending the time limit by another suitable duration as both parties may decide collectively.

**6.2. Work To Be Done By The Selected Bidder During Gestation Period And Tenure Of EOI:**

6.2.1. The selected bidder shall undertake the following:

| <b>S. NO.</b> | <b>DELIVERABLES</b> (this is the maximum deadline and the bidder is free to complete before time and make payments accordingly) | <b>TIMELINES (FROM THE DATE OF SIGNING OF CONTRACT AND MEETING CONDITIONS PRECEDENT)</b> |
|---------------|---|--|
| 1             | Execution of agreement along with issue of Work Order and meeting all deliverables in the conditions precedent                  | M + 6  |

**6.3. Term And Tenure:**

6.3.1. The agency shall be empanelled for a period of 2 years from the date of issue of work order.

6.3.2. This may be extended based on mutual discussions.

**6.4. Costs Related To The Project To Be Borne Directly By The Successful Bidder:**

## TRANSPORT DEPARTMENT, GOVERNMENT OF MANIPUR

- 6.4.1. The successful bidder shall be solely responsible for all expenses / costs related to the project as under:
- 6.4.1.1. All project related costs,
  - 6.4.1.2. Statutory tax compliances,
  - 6.4.1.3. Payment for all legal certification(s) / licenses [Other than TDGOM] required to operate the project,
  - 6.4.1.4. Payment for all third-party services availed to operate the project.
  - 6.4.1.5. Payments for all Out of Pocket expenses due to Boarding, Travelling, Lodging and other related items during execution of this project.
  - 6.4.1.6. Any other incidental cost related to project as per the EOI / contract terms and conditions.
- 6.4.2. That it is made clear that all project related expenses shall be borne by the successful bidder and TDGOM will not be a party to it in any manner whatsoever.

### **6.5. Project Financials:**

- 6.5.1. TDGOM shall not make any payments to the selected bidder.
- 6.5.2. The selected bidder will have to liaison with different agencies be it Government of Manipur, Government of India, Corporate, Public sector Undertakings (PSUs), any other institution to fund such projects for larger public welfare. TDGOM shall issue all letters of support for such purpose.
- 6.5.3. For using the TDGOM infrastructure like buses, space in bus Depots etc, the shortlisted bidder shall have to pay a percentage of gross receipts as royalty fees to TDGOM.
- 6.5.4. The statutory tax compliances shall be responsibility of the implementing agency.

## **7. ROLES AND RESPONSIBILITIES / MISCELLANEOUS**

**7.1. Roles and Responsibilities:** The broad roles and responsibilities of different partners will be as follows. In case any activity is not explicitly defined then the same will be settled through mutual discussions / deliberations of the Coordination Committee.

**7.1.1. Roles And Responsibility Of The Bidder:** The successful bidder has to provide as under:

- 7.1.1.1. That all the capital and operational investments to run the project shall be borne by the successful bidder. They shall deploy and provide such qualified and experienced personnel along with the equipment's as may be required to perform the services under the project acquired for implementation at its own cost. The Bidder is free to have back-end relationship with other specialized entities / service providers/ technical personnel / OEM for providing deliverables related to the project. These relationships shall not have any liability of any kind on TDGOM and TDGOM shall, in no way, be a party to it.



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- 7.1.1.2. All taxation and the Governmental Statutory Tax compliances in its domain shall be the liability of the bidder. The bidder shall also be responsible for any other Government Laws, rules and regulation (including but not limited to EPFO/ESIC etc) as may be applicable from time to time during project execution.
- 7.1.1.3. The selected bidder is free to coordinate with any stakeholder to expedite project execution. The TDGOM shall provide all help as may be required for such purposes.
- 7.1.1.4. The bidder is allowed to raise finances for the project from third parties without any objection from TDGOM.
- 7.1.1.5. All necessary approvals/NOCs from the concerned departments/authorities has to be taken by the selected bidder before commencement of work, however TDGOM will give support to the selected bidder wherever required.

**7.1.2. Roles and Responsibility of TDGOM:** TDGOM shall provide all support and enforcement to help execution of the project for the period of contract and all approvals etc as may be required for execution of the said project. This shall include the following:

- 7.1.2.1. TDGOM shall provide a conducive organizational atmosphere to the selected bidder to operate the project.
- 7.1.2.2. Nodal officer - TDGOM shall appoint a Nodal Officer within one week of issue of work order for coordinating with all stakeholders to provide all assistance in taking approvals/ for removal of hindrances, issue of NOC (No Objection certificate) or any other kind of certificate required for the project, Public Notice, Security of men and materials or any other support /assistance rollout the project successfully. It is made clear that the work of the bidder responsible for project execution would be dependent on all approvals / sanctions / NOC and other support to be given by the Nodal Officer.
- 7.1.2.3. TDGOM has allowed the bidder to form SPV or joint ventures or experts or take help of multiple subject specific expert concessionaires for project execution with such qualified / experience professionals or service providers without any objection from TDGOM.
- 7.1.2.4. The successful bidder cannot be held responsible for delay in work on account of non-delivery of support from the Nodal Officer of the project.
- 7.1.2.5. Coordination Committee Meet: - TDGOM shall hold as and when required which shall be the platform to resolve any issues related to project implementation through mutual discussions and in good faith. The duration may be adjusted as per project requirements. Further, the Coordination Committee will decide on the matters where clarity is required for project execution. In this regard, the decision of the Coordination Committee would be final and binding on the selected bidder. This shall wind up the moment the project becomes operational.
- 7.1.2.6. Fulfilling all obligations as defined in conditions precedent clause and other clauses of the EOI documents.

**8. FORMATS OF DOCUMENTS RELATED TO THIS EOI**

| <b>APPENDIX</b>     | <b>SUBJECT</b>   | <b>PAGE NO</b> |
|---------------------|--|----------------|
| <b>APPENDIX I</b>   | <b>TECHNICAL BID COVER LETTER</b>                                  | <b>35</b>      |
| <b>APPENDIX II</b>  | <b>CONSORTIUM UNDERTAKING</b>                                      | <b>37</b>      |
| <b>APPENDIX III</b> | <b>SELF CERTIFIED UNDERTAKING FOR TURNOVER</b>                     | <b>38</b>      |
| <b>APPENDIX IV</b>  | <b>AUTHORIZATION TO SIGN EOI DOCUMENT</b>                          | <b>39</b>      |
| <b>APPENDIX V</b>   | <b>NEAR RELATION CERTIFICATE</b>                                   | <b>40</b>      |
| <b>APPENDIX VI</b>  | <b>NON-BLACKLISTING UNDERTAKING</b>                                | <b>41</b>      |
| <b>APPENDIX VII</b> | <b>FORMAT OF AGREEMENT BETWEEN TDGOM AND THE SUCCESSFUL BIDDER</b> | <b>42</b>      |

**APPENDIX I:**

**TECHNICAL BID COVER LETTER (ON THE LETTERHEAD OF THE BIDDER /  
LEAD MEMBER OF CONSORTIUM)**

Ref:  
Date:

To,  
The Director (Transport),  
Government of Manipur,  
Imphal, Manipur

**SUB: TECHNICAL BID COVER LETTER**

**REF: EOI FOR SELECTION OF AGENCIES TO ASSIST TRANSPORT  
DEPARTMENT IN EXECUTION OF INNOVATIVE PROJECTS FOR ADDITIONAL  
REVENUE GENERATION / EMPLOYMENT GENERATION**

Sir,

1. I/We, the undersigned, having carefully examined the referred EOI offer to participate in the same, in full conformity with the said EOI and all the terms and conditions thereof.
2. I/We agree to abide by this Proposal, consisting of this letter and our EOI response Proposal, for a period of 90 days from the date fixed for submission of bids as stipulated in the EOI (including addenda / pre-bid clarifications to the EOI) and modifications resulting from contract negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
3. I/We have enclosed the applicable EOI Document Fees and EMD fees and details of which are in the Information Sheet enclosed with this letter.
4. We agree that if any day during the entire project duration, our act breaches the contract terms and conditions or we express our inability to execute the project, TDGOM reserves all the rights to terminate the contract and appropriate penalty will be borne on us.
5. I/We agree to execute a contract in the form to be communicated by TDGOM, incorporating all terms and conditions with such alterations or additions thereto as may be necessary to adapt such contract to the circumstances of the standard and notice of the award within time prescribed after notification of the acceptance of this bid.
6. We undertake, if our Bid is accepted, to deliver as per scope of work as specified in the EOI documents and agreement made thereafter.
7. That the undersigned is hereby authorized to sign all EOI documents.

(Signature of the Authorized signatory of the Bidding Organization)

Name:

Designation / Seal:

TRANSPORT DEPARTMENT, GOVERNMENT OF MANIPUR

**INFORMATION SHEET**  
**GENERAL INFORMATION**

|               |                                       |  |
|---------------|---------------------------------------|--|
| S No.         |                                       |  |
| <b>PART A</b> |                                       |  |
| 1.            | Name of the company/Agency/Consortium |  |
| 2.            | Type of Incorporation                 |  |
| 3.            | Address for communication             |  |
| 4.            | Name of Contact Person                |  |
| 5.            | Designation                           |  |
| 6.            | Landline No.                          |  |
| 7.            | Fax No., if any                       |  |
| 8.            | Mobile No.                            |  |
| 9.            | Email address                         |  |

**LIST OF DOCUMENTS ATTACHED**

| S. No. | Component  | Location |
|--------|--|----------|
| 1      | Cover Letter with all documents as specified in the EOI document – format at <b>APPENDIX I</b> – This must also have stapled Demand Draft / Pay order related to EOI Document fees.  | Flag 1   |
| 2      | Any one Company Registration Document in support of eligibility criteria   | Flag 2   |
| 3      | Consortium Undertaking, if any <b>as per APPENDIX II.</b>  | Flag 3   |
| 4      | Self-Certified undertaking for turnover <b>as per APPENDIX III.</b>  | Flag 4   |
| 5      | Authorization to sign EOI document <b>as per APPENDIX IV.</b>  | Flag 5   |
| 6      | Near relation certificate <b>as per APPENDIX V</b>   | Flag 6   |
| 7      | Non-blacklisting undertaking <b>as per APPENDIX VI</b>   | Flag 7   |
| 8      | ISO Certificate  | Flag 8   |
| 9      | Any one of the consortium members must have a work order from any Government Agency/Government Statutory Body or Government Public Sector Undertaking related to Skill Development or Training and capacity building or Publicity or promotion of Government Schemes | Flag 9   |
| 10     | All Addendum, Corrigendum and responses to Pre-Bid Queries published by the Authority with each page initialed by the authorized signatory   | Flag 10  |
| 11     | Solution Document in response to the scope of work in the EOI Documents  | Flag 11  |

(Signature of the Authorized signatory of the Bidding Organization)

Name:

Designation:

Seal:

**ON THE LETTERHEAD OF THE LEAD MEMBER OF CONSORTIUM**

**TO WHOMSOEVER IT MAY CONCERN**

This is to state that for the purpose of the **EOI FOR SELECTION OF AGENCIES TO ASSIST TRANSPORT DEPARTMENT IN EXECUTION OF INNOVATIVE PROJECTS FOR ADDITIONAL REVENUE GENERATION / EMPLOYMENT GENERATION**, we have agreed to form a Consortium as under:

| S. No. | Name Of Agency | Name Of Signing Authority Along With Designation | Role In Consortium |
|--------|----------------|--|--------------------|
| 1      |                |  | Lead Bidder        |
| 2      |                |  | Supporting Bidder  |
| 3      |                |  | Supporting Bidder  |

Signature Party 1:

Signature Party 2:

Signature Party 3:

NB:

1. TDGOM leaves it to the bidders to have separate operational agreement
2. The Lead Bidder shall be responsible for all compliances to TDGOM

**ON THE LETTERHEAD OF THE BIDDER / LEAD MEMBER OF CONSORTIUM**

**TO WHOMSOEVER IT MAY CONCERN**

This is to state that upon perusal of books of accounts of M/s ..... , our turnover is as under:

|                          | FY 2015-16 | FY 2016-17 | FY 2017-18 |
|--------------------------|------------|------------|------------|
| Turnover<br>In<br>Crores |            |            |            |

That the average turnover in the last three financial years is Rs ..... Crores.

(Signature of the Authorized signatory of the Bidding Organization)

Name:

Designation:

Seal:

NB:

1. This has to be supported by a certificate issued by a Chartered Accountant.

**ON THE LETTERHEAD OF THE BIDDER / LEAD MEMBER OF CONSORTIUM**

Ref:

Date:

To,  
The Director (Transport),  
Government of Manipur,  
Imphal, Manipur

**SUB: AUTHORISATION TO SIGN EOI DOCUMENTS**

**REF: EOI FOR SELECTION OF AGENCIES TO ASSIST TRANSPORT DEPARTMENT IN EXECUTION OF INNOVATIVE PROJECTS FOR ADDITIONAL REVENUE GENERATION / EMPLOYMENT GENERATION**

Sir,

This is to state that for the above said EOI, we have hereby authorized Sh/Ms ..... working in capacity of ..... with M/s ..... to execute all documents on our behalf for the above said EOI.

(Signature of the Authorized signatory of the Bidding Organization / Lead Bidder of Consortium)

Name:

Designation:

Seal:

N.B. The person has to be someone senior in the Organisation to the person who is signing the EOI documents.

**ON THE LETTERHEAD OF THE BIDDER / LEAD MEMBER OF CONSORTIUM**

Ref:

Date:

To,  
The Director (Transport),  
Government of Manipur,  
Imphal, Manipur

**SUB: NEAR RELATIONS CERTIFICATE**

**REF: EOI FOR SELECTION OF AGENCIES TO ASSIST TRANSPORT DEPARTMENT IN EXECUTION OF INNOVATIVE PROJECTS FOR ADDITIONAL REVENUE GENERATION / EMPLOYMENT GENERATION**

Sir,

1. I..... working in the capacity of ..... with M/s ..... hereby certify that none of my company / consortium directors "relative(s)" as defined in the EOI Document is/are employed in TDGOM unit as per details given in EOI Document.
2. That we don't have any cross shareholding (as defined in the EOI documents) with others bidders in the EOI process.
3. In case at any stage, it is found that the information given by us is false / incorrect, TDGOM shall have the absolute right to take any action as deemed fit/without any prior intimation to us.

(Signature of the Authorized signatory of the Bidding Organization)

Name:

Designation:

Seal:



**ON THE LETTERHEAD OF THE BIDDER / LEAD MEMBER OF CONSORTIUM**

Ref:  
Dated:

To,  
The Director (Transport),  
Government of Manipur,  
Imphal, Manipur

**SUB: SELF DECLARATION OF NOT BEEN BLACKLISTED**

**REF: EOI FOR SELECTION OF AGENCIES TO ASSIST TRANSPORT DEPARTMENT IN EXECUTION OF INNOVATIVE PROJECTS FOR ADDITIONAL REVENUE GENERATION / EMPLOYMENT GENERATION**

Sir,

We confirm that our company/ all members of the consortium have never been blacklisted in any manner whatsoever by any of the State/UT and/or Central Government in India in last three years on any ground.

In the event of any deviation from the factual information/ declaration, the Competent Authority reserves the right to reject the Bid or terminate the Contract without any compensation to the Company and forfeiture of Earnest Money Deposit and/or Security Deposit

(Signature of the Authorized signatory of the Bidding Organization)

Name:

Designation:

Seal:

**FORMAT OF AGREEMENT BETWEEN TDGOM AND SUCCESSFUL BIDDER**

**AGREEMENT**

This agreement is made at ..... on the .... / ..... / 2019 for implementation of the work FOR IMPLEMENTAION OF PROJECT AS PER THE **EOI FOR SELECTION OF AGENCIES TO ASSIST TRANSPORT DEPARTMENT IN EXECUTION OF INNOVATIVE PROJECTS FOR ADDITIONAL REVENUE GENERATION / EMPLOYMENT GENERATION(COPY ENCLOSED)**

**Transport Department, Government of Manipur** acting through..... (hereinafter referred to as TDGOM, which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors, administrators or permitted assignees) of the **FIRST PARTY'**.  
AND

M/s ..... having office at ..... acting through .....(herein after called as “.....”, which expression shall unless excluded by or repugnant to the context be deemed to include its successors, administrators or permitted assignees) of the **SECOND PARTY**.

TDGOM and ..... being referred to individually as "PARTY", and jointly as "PARTIES".

**WHEREAS**

1. In response to the **EOI FOR SELECTION OF AGENCIES TO ASSIST TRANSPORT DEPARTMENT IN EXECUTION OF INNOVATIVE PROJECTS FOR ADDITIONAL REVENUE GENERATION / EMPLOYMENT GENERATION**, the SECOND PARTY's offer was evaluated by TDGOM and it was selected to execute the project through Letter of Intent No.....Dated ..... issued by the FIRST PARTY.
1. That the SECOND PARTY has consented to implement the same vide acceptance letter No .....dated ..... (**COPY ENCLOSED**)
2. With this objective both the parties are desirous of recording their understanding, agreed terms and conditions by way of this agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND MUTUAL PROMISES AND COVENANTS HEREINAFTER SET FORTH, “**TDGOM**” AND “.....” INTENDING TO BE LEGALLY BOUND HEREBY AGREE AS FOLLOWS:

**1. DEFINITIONS & INTERPRETATIONS**

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively ascribed to them hereunder:

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- 1.1. "Affected Party" shall mean the Party claiming to be affected by a Force Majeure Event in accordance **clause 4.10** of the EOI documents.
- 1.2. "Agreement" shall mean this Agreement, and includes any amendments hereto made in accordance with the provisions hereof.
- 1.3. "Applicable Law" shall mean 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 or orders of any court of record, as may be in force and effect during the subsistence of this Agreement and applicable to the Project/the PARTIES.
- 1.4. "Applicable Permits" shall mean all clearances, permits, authorizations, consents and approvals required to be obtained or maintained by the SECOND PARTY under Applicable Law, in connection with the Project during the subsistence of this Agreement.
- 1.5. "Appointed Date" shall mean the date of this Agreement.
- 1.6. "Arbitration Act" shall mean the Arbitration and Conciliation Act, 1996 and shall include any amendment to or any re-enactment thereof as in force from time to time.
- 1.7. "COD" or "Commencement of Operations Date" shall mean the date on which the SECOND PARTY has to start the project as per EOI terms and conditions.
- 1.8. "Department" means Transport Department, Government of Manipur or any Government Department.
- 1.9. "Encumbrance" shall mean any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations and shall include without limitation any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project, physical encumbrances, claims for any amounts due on account of taxes, cesses, electricity, water and other utility charges and encroachments on the Project Facility.
- 1.10. "Financing Documents" shall mean collectively the documents evidencing Lenders' commitment to the Project.
- 1.11. "Financial Year" shall mean the period commencing from April 1 of any given year to March 31 of the succeeding year.
- 1.12. "Force Majeure" or "Force Majeure Event" shall mean an act, event, condition or occurrence as specified in **clause 4.10** of the EOI documents.
- 1.13. "Government Agency" shall mean TDGOM or any agency of Government of India, any state government or governmental department, commission, board, body, bureau, agency, authority, instrumentality, court or other judicial or administrative body, central, state, or local, having jurisdiction over the project, or the performance of all or any of the services or obligations of the SECOND PARTY under or pursuant to this Agreement."
- 1.14. "Material Adverse Effect" shall mean a material adverse effect on (a) the ability of the SECOND PARTY to exercise any of its rights or perform/discharge any of its duties/obligations under and in accordance with the provisions of this Agreement and/or (b) the legality, validity, binding nature or enforceability of this Agreement.

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- 1.15. "Material Breach" shall mean a breach by either Party of any of its obligations under this Agreement which has or is likely to have a Material Adverse Effect on the Project and which such Party shall have failed to cure.
- 1.16. "Operations Period" shall mean the period commencing from COD and ending at the expiry of the agreement.
- 1.17. "Parties" shall mean the parties to this Agreement and "Party" shall mean either of them, as the context may admit or require.
- 1.18. "Performance Security / Bank Guarantee / Security Deposit" shall mean the guarantee for performance of its obligations to be provided by the SECOND PARTY in accordance with EOI terms and conditions.
- 1.19. "Person" shall mean (unless otherwise specified or required by the context), any individual, company, corporation, partnership, joint venture, trust, unincorporated organization, government or Government Agency or any other legal entity.
- 1.20. "Preliminary Notice" shall mean the notice of intended Termination by the Party entitled to terminate this Agreement to the other Party setting out, inter alia, the underlying Event of Default.
- 1.21. "Project" shall mean the entire scope of work as per the **EOI FOR SELECTION OF AGENCIES TO ASSIST TRANSPORT DEPARTMENT IN EXECUTION OF INNOVATIVE PROJECTS FOR ADDITIONAL REVENUE GENERATION / EMPLOYMENT GENERATION** and other obligations as spelt in the agreement.
- 1.22. "Project Agreements" shall mean collectively this Agreement and any other material contract entered into or may hereafter be entered into by the SECOND PARTY in connection with the Project.
- 1.23. "Project Requirements" shall mean the obligation of the PARTIES related to the **EOI FOR SELECTION OF AGENCIES TO ASSIST TRANSPORT DEPARTMENT IN EXECUTION OF INNOVATIVE PROJECTS FOR ADDITIONAL REVENUE GENERATION / EMPLOYMENT GENERATION** or any other requirements as per the present agreement.
- 1.24. "Project Site" means the work are defined in the **EOI FOR SELECTION OF AGENCIES TO ASSIST TRANSPORT DEPARTMENT IN EXECUTION OF INNOVATIVE PROJECTS FOR ADDITIONAL REVENUE GENERATION / EMPLOYMENT GENERATION.**
- 1.25. "Rupees" or "Rs." refers to the lawful currency of the Republic of India.
- 1.26. "Services" means the work to be performed by the SECOND PARTY pursuant to this contract as described in this agreement.
- 1.27. "Tax" shall mean and includes all taxes, fees, cesses, duties, levies that may be payable by the SECOND PARTY under Applicable Law.
- 1.28. "Termination" shall mean early termination of the agreement, pursuant to Termination Notice or otherwise in accordance with the provisions of this Agreement but shall not, unless the context otherwise requires, include expiry of this Agreement due to efflux of time in the normal course.
- 1.29. "Termination Date" shall mean the date specified in the Termination Notice as the date on which Termination occurs.

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1.30. "Termination Notice" shall mean the notice of Termination by either Party to the other Party, in accordance with the applicable provisions of this Agreement.

**2. INTERPRETATION**

In this Agreement, unless the context otherwise requires,

- 2.1. Any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies to, or is capable of being applied to any transactions entered into hereunder;
- 2.2. References to Applicable Law shall include the laws, acts, ordinances, rules, regulations, notifications, guidelines or bylaws which have the force of law;
- 2.3. The words importing singular shall include plural and vice versa, and words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organizations or other entities (whether or not having a separate legal entity);
- 2.4. The headings are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;
- 2.5. The words "include" and "including" are to be construed without limitation;
- 2.6. Any reference to day, month or year shall mean a reference to a calendar day, calendar month or calendar year respectively;
- 2.7. Any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include such days or dates;
- 2.8. Any reference to any period of time shall mean a reference to that according to Indian Standard Time (IST);
- 2.9. The Schedules to this Agreement form an integral part of this Agreement as though they were expressly set out in the body of this Agreement;
- 2.10. Any reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference;
- 2.11. References to recitals, Articles, sub-articles, clauses, or Schedules in this Agreement shall, except where the context otherwise requires, be deemed to be references to recitals, Articles, sub-articles, clauses and Schedules of or to this Agreement;
- 2.12. Any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Agreement from or by any Party shall be valid and effectual only if it is in writing under the hands of duly authorized representative of such Party in this behalf and not otherwise
- 2.13. The damages payable by either Party to the other of them as set forth in this Agreement, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and damage likely to be suffered and

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incurred by the Party entitled to receive the same and are not by way of penalty or liquidated damages (the "Damages")

**3. SCOPE OF THE WORK**

3.1. Implementation of the Project as per scope of work defined in the EOI document and subsequent addenda / addendum.

**4. PERFORMANCE GUARANTEE**

4.1. As per **clause 4.9** of the EOI documents.

**5. ROLES AND RESPONSIBILITIES OF THE PARTIES**

**5.1. FIRST PARTY**

5.1.1. As per the EOI documents especially **clause 7** of the EOI documents.

**5.2. SECOND PARTY**

5.2.1. As per the EOI documents especially **clause 7** of the EOI documents.

**6. PROJECT FINANCIALS**

6.1. As per **clause 6.5** of the EOI documents

**7. TERM AND TENURE**

7.1. As per **clause 6.3** of the EOI documents.

**8. GESTATION PERIOD**

8.1. As per **clause 6.1** of the EOI documents.

**9. COORDINATION COMMITTEE**

9.1. That a Coordination Committee consisting of the representatives of both the PARTIES shall be constituted to address any issue that may arise during implementation of the project and resolve all issues through mutual discussions and good faith. That the said Coordination Committee shall have the powers to improvise the project functionalities in due course of time and such suggestions can be added as improvements in the Agreement and such decisions shall be deemed to have been approved by the Competent Authority. Such recommendations with due approval of the TDGOM (Competent Authority) shall be binding on the SECOND PARTY. The views of the SECOND PARTY on such suggestions shall always be invited during the deliberations.

9.2. All relevant records of proceedings of Coordination Committee should be maintained and shared with the Nodal Officer.

9.3. Other than the planned meetings, TDGOM may call for Coordination Committee meeting with prior notice to the Bidder.

**10. REPRESENTATION AND WARRANTIES OF PARTIES**

**10.1. REPRESENTATION AND WARRANTIES OF THE FIRST PARTY –**

The FIRST PARTY represents, assures, covenants to the SECOND

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PARTY that it has the requisite power and authority to execute, deliver and perform this Agreement and to consummate the same and when executed and delivered, this Agreement shall constitute a valid and legally binding obligations of the FIRST PARTY, enforceable in accordance with the terms hereof.

### 10.2. **REPRESENTATION AND WARRANTIES OF THE SECOND PARTY**

– The SECOND PARTY represents, assures, covenants to the FIRST PARTY that it has the requisite power and authority to execute, deliver and perform this Agreement and to consummate the same and when executed and delivered, this Agreement shall constitute a valid and legally binding obligations of the SECOND PARTY, enforceable in accordance with the terms hereof.

### 11. **SEVERABILITY**

11.1. In the event that any provision of this agreement is rendered invalid or unenforceable by any law or regulation or declared null and void by any Court of Competent Jurisdiction, that provision shall be reformed, if possible to conform to law and if reformation is not possible, then that part of the Agreement shall be amended/deleted, the remainder of the provisions of this agreement shall subject to this paragraph remain in full force and effect. Each of the provisions contained in this Agreement shall accordingly be severable, and the unenforceability of one shall not affect the enforceability of any others or of the remainder of this Agreement.

11.2. Amendments / additions may also be necessitated because Coordination Committee deliberations.

### 12. **COMMUNICATIONS**

**12.1. Communications in Writing** - Any notice or other communication given or made under or in connection with the matters contemplated by this Agreement shall be in writing and in English.

**12.2. Method of Services** - Any such notice or other communication shall be addressed as provided in para **12.3** and, if so addressed, shall be deemed to have been duly given or made (unless it is obvious that it has not been) as follows:

**12.2.1.** If sent by personal delivery, upon delivery at the address of the relevant Party.

**12.2.2.** If sent by registered post, fifteen (15) days after dispatch, and

**12.2.3.** If sent by facsimile transmission, when dispatched, but only if the sender's transmission report shows the entire facsimile to have been received by the recipient with 'OK' transmission report.

### **12.3. Address for Notices**

FIRST PARTY

Address: The Director (Transport),  
Government of Manipur,  
Imphal, Manipur

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SECOND PARTY

Address: .....,  
.....,  
.....,  
.....

12.4. **Change of Address** - A Party may notify the other Party of a change to its name, addressee, address and telex or facsimile numbers for the purposes of Clause **12.3** provided that such notification shall only be effective on the date specified in the notification as the date on which the change is to take place, or if no date is specified or the date specified is less than five days after the date on which notice is given, the date falling five days after notice of any such change has been given.

13. **DISPUTE REDRESSAL MECHANISM**

13.1. This shall be as per provisions in **clause 4.13** of the EOI documents.

14. **PENALTY:**

14.1. That this shall be as per provisions in **clause 4.14** of the EOI documents.

15. **NO BREACH OF OBLIGATIONS**

15.1. The Service Provider shall not be considered to be in breach of its obligations under this Agreement nor shall it incur or suffer any liability if and to the extent performance of any of its obligations under this Agreement is affected by or on account of any of the following:

15.1.1. Force Majeure Event

15.1.2. Compliance with the instructions of the TDGOM or the directions of any Government Agency other than instructions issued because of a breach by the Service Provider of any of its obligations hereunder;

15.1.3. Closure of the Project Facility or part thereof with the approval of TDGOM.

16. **FORCE MAJEURE AND CHANGE OF LAW**

16.1. **FORCE MAJEURE** – As per **clause no 4.10** of the EOI documents.

16.2. **CHANGE IN LAW** - Change in Law shall mean the occurrence or coming into force of any of the following, after the Appointed Date:

16.2.1. The enactment of any new Indian law;

16.2.2. The repeal, modification or re-enactment of any existing Indian law;

16.2.3. A change in the interpretation or application of any Indian law by a court of record.

16.3. **PROVIDED THAT CHANGE IN LAW SHALL NOT INCLUDE:**



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- 16.3.1. Coming into effect, after the Appointed Date, of any provision or statute which is already in place as of the Appointed Date,
- 16.3.2. Any new law or any change in the existing law under the active consideration of or in the contemplation of any government as of the Appointed Date which is a matter of public knowledge,
- 16.3.3. Any change in the rates of the Central Taxes.

16.4. Subject to Change in Law resulting in Material Adverse Effect and subject to the SECOND PARTY taking necessary measures to mitigate the impact or likely impact of Change in Law on the Project, if because of a Change in Law, the SECOND PARTY is obliged to incur additional costs, TDGOM shall not reimburse any such cost.

**17. TERMINATION**

17.1. This shall be as per **clause 4.15** of the EOI documents.

17.2. **Withdrawal of Termination Notice-** Notwithstanding anything inconsistent contained in this Agreement, if the Party who has been served with the Termination Notice cures the underlying Event of Default to the satisfaction of the other Party at any time before the Termination occurs, the Termination Notice shall be withdrawn by the Party which had issued the same.

**18. EXCLUSIVITY**

18.1. That SECOND PARTY shall have exclusive right for the implementation of the said project for the time period as defined above and no agreement or arrangement permitting such activities by any other party shall be entered into with any other party during the concession period by the Competent Authority.

**19. SUCCESSOR BODY**

19.1. That if there is a change in the constitution of the FIRST PARTY, its successor body shall be bound by the agreement during its term and tenure.

**20. COUNTERPARTS**

20.1. This Agreement in English may be executed in one or more counterparts each of which shall be deemed to be an original but all such counterparts shall constitute one and the same instrument.

**21. GOVERNING LAW**

21.1. This Agreement shall be governed by and interpreted in accordance with the laws of the India and the courts at Imphal shall have exclusive jurisdiction.

**22. AMENDMENTS**

22.1. That the PARTIES can amend / substitute / add any clause through mutual consent.

**23. ENTIRE AGREEMENT**

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23.1. This Agreement constitutes the entire agreement between the Parties hereto with respect to all contained hereinabove and all the clauses / conditions of the EOI document as per **ANNEXURE I** shall be binding on both the PARTIES.

24. **ANNEXURES**

24.1. **ANNEXURE I – EOI FOR SELECTION OF AGENCIES TO ASSIST TRANSPORT DEPARTMENT IN EXECUTION OF INNOVATIVE PROJECTS FOR ADDITIONAL REVENUE GENERATION / EMPLOYMENT GENERATION**

24.2. **ANNEXURE II** - Letter Of Intent no:.....  
dated:..... issued by TDGOM to

24.3. **ANNEXURE III** – Letter of Acceptance from M/s  
..... no:..... Dated:.....  
in response to the Letter of Intent issued by TDGOM.

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE THROUGH THEIR DULY AUTHORIZED REPRESENTATIVES PLACED THEIR RESPECTIVE HANDS AND SEALS HERETO ON THE DAY AND YEAR FIRST HEREIN ABOVE MENTIONED:**

For and on behalf of  
TDGOM  
.....

(Signature with Seal)

For and on behalf of

(Signature with Seal)

Witness:

1.

2.