Request for Proposal (RFP) for engagement of a Transaction Advisor (TA) for conducting Feasibility Study and Selection of Developer to Establish an IT / ITES Special Economic Zone / IT Park in Puducherry

25-04-2012

Issued by
DIRECTORATE OF INFORMATION TECHNOLOGY
GOVERNMENT OF PUDUCHERRY
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<tr>
<td>GoP</td>
<td>Government of Puducherry</td>
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<tr>
<td>DIT</td>
<td>Directorate of Information Technology</td>
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<tr>
<td>TA</td>
<td>Transaction Adviser</td>
</tr>
<tr>
<td>S_F</td>
<td>Financial Score</td>
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<td>S_T</td>
<td>Technical Score</td>
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<tr>
<td>FL1</td>
<td>Financially Lowest Bidder</td>
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<td>ITeS</td>
<td>Information Technology enabled Services</td>
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<td>EMD</td>
<td>Earnest Money Deposit</td>
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<td>SD</td>
<td>Security Deposit</td>
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<td>LD</td>
<td>Liquidated Damages</td>
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<td>SEZ</td>
<td>Special Economic Zone</td>
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<td>PPP</td>
<td>Public Private Partnership</td>
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<td>DPR</td>
<td>Detailed Project Report</td>
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<td>RFP</td>
<td>Request for Proposal</td>
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<td>RFQ</td>
<td>Request for Qualification</td>
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<td>TEC</td>
<td>Technical Evaluation Committee</td>
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<tr>
<td>FAR</td>
<td>Floor Area Ratio</td>
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<td>FSI</td>
<td>Floor Space Index</td>
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<tr>
<td>CV</td>
<td>Curriculum Vitae</td>
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DEFINITIONS

1. Bidder means the Agency who responds to this Tender document by submitting the Bids as per the Tender document.

2. Successful Bidder means; the Agency that is finally selected in the Tender for executing the work and enters into Agreement with Directorate of Information Technology (DIT), Government of Puducherry (GoP) and provides the consulting services to DIT, GoP.

3. Transaction Advisor (TA) means a successful bidder who is selected by the DIT, GoP. A Transaction Advisor may also be referred as "Consultant"

4. Agreement means the Agreement entered between DIT, GoP and the Successful Bidder under this Tender for assisting DIT, GoP for conducting Feasibility Study and Selection of Developer to Establish an IT / ITES Special Economic Zone / IT Park in Puducherry as recorded in the Agreement signed by the parties including all the attachments thereto and all documents incorporated by reference therein.

5. Contract means the Agreement. Both "Agreement" and "Contract" are contextually used.

6. Services means Consulting Services provided to DIT, GoP by the Successful Bidder for Conducting Feasibility Study and Selection of Developer to Establish an IT / ITES Special Economic Zone / IT Park in Puducherry.

7. Intellectual Property Rights means any patents, copyrights, trademarks, trade names, industrial design, trade secrets, permit, service marks, brands, proprietary information, knowledge, technology, licence, database, software, know-how, or other form of Intellectual Property Rights, title, benefits or interest, whether arising before or after execution of the Agreement.
COVERING LETTER

(On Consultant's Letter Head)

Date:

The Director (IT)
Directorate of Information Technology,
#505 Kamaraj Salai, New Saram,
Puducherry 605013.

Sir,

Sub: Proposal for Providing End to End Consultancy Services on doing the Feasibility Study and bid process for selection of developer for DIT, GoP - Puducherry.

1. Having examined the Tender, the receipt of which is hereby duly acknowledged, offer to provide our professional services as required and outlined in the Tender for Providing Consultancy Services for Conducting Feasibility Study and Selection of Developer to Establish an IT / ITES Special Economic Zone / IT Park to the UT of Puducherry (hereafter referred to as the State). We undertake to meet such requirements and provide such services as required and are set out in the Tender document.

2. We attach our technical response and our Price in separate sealed covers as required by the Tender both of which together constitutes our proposal, in full conformity with the said Tender.

3. We have read the provisions of Tender and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our response shall not be given effect to.

4. We declare that we do not have any interest in the downstream implementation business which may ensue from the deliverables prepared through this assignment.

5. We undertake, if our proposal is accepted, to adhere to the scope of engagement or such modified plan as may subsequently be mutually agreed between us and the State or its appointed representatives.

6. We agree to unconditionally accept all the terms and conditions set out in the Tender document and also agree to abide by this bid response for a
period as mentioned in the Tender from the date fixed for bid opening and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed, this bid response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and the State.

7. We affirm that the information contained in this response or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to the State is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the State as to any material fact.

8. We agree that the State is not bound to accept the lowest or any bid response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/service specified in the bid response without assigning any reason whatsoever.

9. It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company/ firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Dated this Day of 20
(Signature) (In the capacity of)
Duly authorized to sign the Bid Response for and on behalf of:
(Name and Address of Company) Seal/Stamp of bidder

I, certify that I am .......................................................... of the ................................................., and that ..........................................................
who signed the above Bid has been duly authorized to sign the same on behalf of our Organization.

Date :
Signature :
Seal
<table>
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<tr>
<th></th>
<th>Tender Schedule</th>
<th>Information</th>
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</table>
| 1 | Tender Inviting Authority and Address | Director - IT  
Directorate of Information Technology,  
# 505, Kamaraj Salai, New Saram,  
Puducherry 605 013. |
| 2 | Tender Reference No.                  | 1/DIT/2012                                                                  |
| 3 | Name of the Work                     | Engagement of a Transaction Advisor for conducting feasibility study and  
selection of developer to Establish an IT / ITES Special Economic Zone / IT  
Park in Puducherry |
| 4 | EMD                                  | ₹ 1,00,000/- in the form of Demand Draft in favour of “Director (IT), DIT,  
Puducherry” payable at Puducherry from a nationalized / scheduled bank. |
| 5 | Due Date, Time and Place for submission of sealed Tenders | On or before 16/05/2012 at 3.00 PM at the address mentioned in (1) |
| 6 | Date, Time and Place for opening of Tender outer cover and Technical Bid | On 16/05/2012 at 3.30 PM in the chamber of Secretary(IT), Chief Secretariat, IV Floor, Goubert Avenue, Beach Road, Puducherry |
| 7 | Date, Time and Place for opening of Price Bids | Date of opening of Price Bids will be intimated to the Technically Qualified Bidders |

- Director (IT), DIT, Puducherry
2. INSTRUCTIONS TO THE BIDDERS

2.1. Language of the Bid
All correspondence and documents relating to the Bid exchanged between Bidders and DIT, GoP shall be written in the English Language.

2.2. Cost of Bidding
The Bidders should bear all costs associated with the preparation and submission of Bids, attending meeting and cost of presentation before the Committee or any other travel, tour, contingencies, etc. DIT, GoP will in no way be responsible or liable for these charges/costs incurred regardless of the conduct or outcome of the bidding process.

2.3. Tender Document Fee
Tender document may be downloaded from the websites www.pon.nic.in/tenders or http://dit.puducherry.gov.in. The tender document fees to be enclosed in the Technical Bid document in the Envelope – A, at the time of submission in the form of a demand draft of ₹ 5,000/- drawn in favour of Director (IT), Directorate of Information Technology, Puducherry payable at Puducherry from a nationalized / scheduled bank.

2.4. Earnest Money Deposit (EMD)
An EMD amount as specified in the Tender Schedule should be paid by way of Demand Draft drawn in favour of "Director IT – Directorate of Information Technology, Puducherry" payable at Puducherry. The EMD amount of the unsuccessful Bidders will be returned after selection of Successful Bidder and the EMD amount till it is returned will not bear any interest. The EMD amount will be carried further as part of Security Deposit for the Successful Bidder.

2.5. Letter of Authorisation
a) A Letter of Authorisation from the Board of Directors or Power of Attorney (Annexure – V) authorising the Tender signing and
submitting Authority for bidding the Tender. Such Letter of Authorisation/ Power of Attorney should be submitted in the Technical Bid.

b) Any Bids received without the authorisation letter/ Power of Attorney will not be considered for further processing.

c) The Authority of the Bidding organisation shall sign and stamp all pages of this Tender document. All proof document and certificate copies including any clarifications sought, subsequent communications received by the Bidder shall be signed by the authority of the Bidder organisation and submitted along with Technical Bid.

2.6. Clarifications and Amendments

a) The Bidders may seek any clarification in the Tender from the ‘tender inviting Authority.

b) Bidders may also notify the Tender inviting Authority any queries by letter or by Fax or by Email before 2 days of the closing date of the Tender for the response from DIT, GoP. Any queries received after the above said period may not be responded.

c) Before closing of the Tender, DIT, GoP may amend the Tender or provide important information on the Tender. DIT, GoP may or may not extend the due date and time for the submission of Tenders on account of any amendments.

2.7. Preparation of Two Cover System

2.7.1. Technical Bid (Envelope-A)

a) Bidders should examine all Instructions, Terms and Conditions and Scope of Work given in the Tender document.

b) The EMD and Tender Document Fee should be placed only in the Technical Bid (Envelope –A)

c) Failure to furnish information required in the tender or submission of a Bid not substantially responsive in every respect may result in rejection of bids.

d) Also the Technical Bid should not contain any Price details strictly. If Technical Bid contains the price, the tender will be summarily rejected.

e) The Tender Documents in full should be signed and stamped in each page as a token of acceptance of the Scope of Work and Terms and Conditions by the Tender submitting Authority and should be submitted
along with Technical Bid.

f) An Undertaking to be given that there is no change in the structure /constitution of the consortia as empanelled with the PPP cell, Department of Economic Affairs, Ministry of Finance, Government of India.

g) Technical Bid should be prepared in the format as specified in Annexure-I of this Tender. The Technical Bid should be signed and stamped in each page and should be sealed in a separate cover. Technical Bid cover (containing signed Tender documents and filled Technical bid) should be super scribed as “Technical Bid - Tender No. 1/DIT/2012.” The “From Address” and “to Address” should be clearly written in the cover.

h) If Bids received without the Addresses, the Bids will be rejected.

2.7.2. Price Bid (Envelope-B)

Price Bid should be prepared in the format as specified in Annexure-II of this Tender. The Price Bid should be signed and stamped in each page of the Price Bid and should be sealed in a separate cover. The correction or overwriting if any should be attested by the Tender submitting Authority. Price Bid cover should be super scribed as “Price Bid - Tender No. 1/DIT/2012”.

The “From Address” and “To Address” should be clearly written in the cover. If a Bid is received without the Addresses, the same will be rejected.

2.7.3. Outer Cover

Both the Technical Bid cover (Envelope-A) and Price Bid cover (Envelope-B) should be put in an outer cover and should be sealed. The Tender outer cover should be super scribed as “Tender Document - Tender No. 1/DIT/2012” and it should be addressed to the Director (IT), Directorate of Information Technology, # 505, Kamaraj Salai, II floor, Saram, Puducherry-605013. The “From Address” and “To Address” should be clearly written in the cover. If a Bid is received without the Addresses, the Bids will be rejected.

2.8. Due date and time

The Bids should be submitted before the due date and time specified in the Tender Schedule. The Bids received after the due date and time will not be accepted.
2.9. Submission of Bids
The Tender Bids should be dropped in the Tender box kept at DIT before the Due Date and Time mentioned in the Tender Schedule. The Tender box will be closed on the due date and time. The Tenders will not be received in person. If the Bidders desire to submit the Tender by Post, it should reach DIT before the due date and time specified in the Tender Schedule. DIT after receiving the postal tenders will drop the Bids in the Tender box. DIT will not be liable or responsible for any loss / delay in receipt of the postal Tender.

2.10. Bid Opening
The Bid outer cover and Technical Bid cover (Envelope-A) will be opened on the date and time as mentioned in the Tender schedule in the presence of those Bidders, who choose to be present.

2.11. Bid Validity
The offer submitted by the Bidders should be kept valid for a minimum period of 180 days from the date of opening of Price Bid.

2.12. Initial Scrutiny
An initial scrutiny will be conducted on the Technical Bid. Any incomplete details found in the Tender as given below will be treated as non-responsive Bids.

- Tenders not submitted in two parts as specified in the Tender
- Tenders received without the Letter of Authorisation / Power of Attorney
- Tenders received without the EMD amount and/or tender document fee
- Tenders are found with suppression of details
- Tenders without undertaking for no Change in the Structure/Constitution of the Consortia
- Tenders incomplete, subjective, conditional or partial
- Tenders submitted without the enclosures to prove the Bidder's
experience as per the Tender conditions
  ❖ Tenders not complying with any of the conditions stipulated in the Tender
  ❖ Tenders with lesser validity period
  ❖ Tenders containing any price indications in the technical bid

All responsive Bids will be considered for further processing. The decision of DIT, GoP will be final in this regard.

2.13. Bid Evaluation and Acceptance

2.13.1. Technical Evaluation

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<tr>
<th>S. No.</th>
<th>Evaluation Mode</th>
<th>Marks</th>
<th>Criteria</th>
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<tbody>
<tr>
<td>1</td>
<td>Organisation Expertise</td>
<td>30</td>
<td>60% of the maximum marks shall be awarded for the number of similar (IT / ITES Special Economic Zone / IT Park) Projects.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>40% for other work on PPP, in the infrastructure sectors.</td>
</tr>
<tr>
<td>2</td>
<td>Presentation reflecting concept, proposed methodology and work plan</td>
<td>30</td>
<td>Understanding of Government of Puducherry’s requirement</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Customised Approach and Methodology for Puducherry</td>
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<td>Value Proposition</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Question and Answer</td>
</tr>
<tr>
<td>3</td>
<td>Relevant Experience of the key personnel</td>
<td>40</td>
<td>60% of the maximum marks shall be awarded for the number of similar (IT / ITES Special Economic Zone / IT Park) Projects.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>40% for other work on PPP, in the infrastructure sectors.</td>
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Technical Qualification:
The bidders who score 70% or more in each of the above, viz., Organisational structure, Presentation and Relevant Experience of the key personnel will only qualify for the opening of the financial bid.
2.13.2. Price Evaluation
The Price Bids of the technically qualified Bidders alone will be opened and evaluated. The Price Bid should include all expenses towards this assignment. All the price items inclusive of taxes indicated in the Price Bid will be taken up for the Price Bid evaluation. DIT, GoP does not bind itself in selecting the Lowest Offered Bidders. The Lowest Bid (FL1) will be given a financial score of 100 for the evaluation. The financial scores of other proposals will be computed as follows:

\[
FL1 = \text{Financial L1} \quad (F - \text{amount of financial proposal})
\]

\[
ST = \text{Technical Score} \quad S_F = \text{Financial Score}
\]

\[
SF : 100 \times \frac{FL1}{F}
\]

**Techno Commercial Evaluation**
The Bids will be ranked according to their combined technical and financial scores. A weightage of 30% and 70% will be given for technical and financial scores respectively. The calculation of the combined score will be as follows:

\[
\text{Combined Score} = (0.30 \times ST) + (0.70 \times SF)
\]

The bidder with highest combined score will be the successful bidder.

2.14. Negotiations
Negotiations will be conducted with the Successful Bidder by the Evaluation Committee for improvement in the Scope of Work, Specification, further reduction in rate and advancement of delivery schedule.

2.15. Acceptance of Tender and Withdrawals
The final acceptance of the tender is entirely vested with the Tender Inviting Authority, who reserves the right to accept or reject any or all of the tenders in full or in parts without assigning any reason whatsoever. The Tender Inviting Authority may also reject all the tenders for reasons such as change in Scope, Specification, lack of anticipated financial resources, court orders, or any other unforeseen circumstances. After acceptance of the Bids of the Successful Bidder by DIT, GoP, the Successful Bidder shall have no right to withdraw their Tender or claim higher price, which may force the tenderer to forfeit EMD.
2.16. Execution of Work

2.16.1. Security Deposit (SD)

a) The Successful Bidder will be required to remit a Security Deposit equivalent to 2% of the value of the work inclusive of the EMD amount. The SD should be paid by way of demand draft in favour of Director (IT), Directorate of Information Technology valid for a period equivalent to the delivery period and payable at Puducherry. The SD furnished by the Successful Bidder in respect of this tender will be returned to them after Successful fulfillment of work. The SD will not bear any interest till it is returned to the Successful Bidder.

b) Alternatively, the SD may be paid in the form of unconditional irrevocable Bank Guarantee valid for a period equivalent to the delivery period in the format as given in Annexure-III.

2.16.2. Agreement

a. The Successful Bidder should execute an agreement for the fulfillment of the contract as per the model form given in Annexure-IV with changes/modifications as may be indicated by DIT, GoP at the time of execution.

b. If the Bidder fails to execute the agreement, the SD or EMD of the Successful Bidder will be forfeited and their tender will be held as non-responsive.

c. The incidental expenses to the execution of the agreement should be borne by the Successful Bidder.

d. The conditions stipulated in the agreement should be strictly adhered to. Violation of any of the conditions will entail termination of the contract without prejudice to the rights of DIT, GoP. DIT, GoP also has the right to recover any consequential losses from the Successful Bidder.

2.16.3. Release of Work Order

Prior to expiration of the Bid validity period, DIT, GoP will notify the successful Bidder by Email or in writing that its Bid has been accepted. After the receipt of the SD and signing of Agreement, DIT, GoP will release work order to the successful Bidder. Though Agreement may be entered with the Successful Bidder for many Tender items, work will be awarded for the actual requirements from time to time.
2.16.4. Assigning of Tender whole or in part
The Successful Bidder shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate. The Bidder should not under-let or sublet to any person(s) or body corporate for the execution of the work or any part thereof.
3. PROJECT DETAILS AND SCOPE

3.1. Introduction
The DIT, GoP proposes to “Establish an IT / ITES Special Economic Zone / IT Park” (25 acres) near Mettupalayam Industrial Estate, Thattanchavady Revenue Village, Pondicherry, Union Territory of Puducherry under an appropriate Public Private Partnership (PPP) frame work.

In the above connection, the DIT, GoP intends to appoint a Transaction Advisor from the panel of Transaction Advisors approved by PPP Cell of the Department of Economic Affairs, Ministry of Finance, GOI for undertaking project development activities right from the preparation of Technical Feasibility and Financial Viability Report / Detailed Project Report, assistance in identification of Developer, assistance in regulatory approvals, assistance during implementation and post-implementation support, for implementing the project “Establishing an IT/ITES Special Economic Zone / IT Park at Puducherry”.

In this regard, this RFP has been floated inviting detailed Technical and financial proposal for providing Transactional Advisory services to DIT, GoP.

3.2. Scope of Transaction Advisory Services
1. General
The DIT, GoP seeks the services of a firm to identify a developer to setup IT/ITES SEZ / IT Park in an appropriate PPP frame work. The Transactional Advisor has to provide assistance in carrying out the entire project development activities.

2. Objective
The objective of this Consultancy is to procure transaction related advice, develop a revenue model to Establish an IT / ITES Special Economic Zone,
undertake a financial appraisal and assist in the bidding process for identification of developer and award of the Project in a manner which ensures:

- participation by the best available companies in the bidding process;
- financing of the capital cost by the Concessionaire and
- optimizing the revenue potential of the project.

The envisaged scope consists of three phases

1. Phase I : Feasibility Study
2. Phase II : Bid Process Management for selection of a Developer
3. Phase III : Implementation Support and Handholding (optional)

3.2.1. Phase I : Feasibility Study

This phase starts after the award of contract to the Transaction Advisor and concludes with approval of Feasibility Study by GoP.

TA shall understand the latent requirements of UT of Puducherry and then venture into a detailed study and feasibility analysis of the proposed site. After a comprehensive study and review, the TA shall present the findings of feasibility survey clearly articulating on the feasibility of the site for such a venture.

The TA shall explore on the various types of venture alternatives possible in the proposed site. The TA shall also highlight the pros and cons of each alternative thereby aiding the GoP to take a macro-level decision on the optimal type of venture feasible on the proposed site.

Once the macro-level road map is formulated the TA ventures into deep dive into various facets of the projects such as service offerings, design of infrastructure and facility, financials, commissioning time Plan, etc. The TA shall also prepare a comprehensive Terms of Reference (TOR) for the project commissioning. The same shall be as guidelines for successful implementation
of the project. TA shall also envisage an appropriate and successful PPP model that the Developer needs to adopt and commission. TA shall also clearly define the roles of all stakeholders in the TOR. The TA shall also prepare a detailed project budget estimate and a comprehensive project implementation schedule.

The scope of TA services in this phase shall cover the following but not limited to:

- Conduct site assessment
- Study development regulations of the site with applicable norms and standards coming out with obligations of concessionaries and those of approving authority
- Conduct market and demand assessment
- Benchmarking with similar developments
- Structure the projects
- Conduct an investment assessment
- Conduct a revenue assessment
- Conduct an Impact assessment
- Recommend a funding strategy and capital structure
- Conduct a financial and economic feasibility
- Prepare scenario analysis and sensitivity
- Determine the procurement process of private sector

3.2.2. Phase II: Bid Process Management

This phase starts post approval of the feasibility study by GoP and concludes with signing of the contract by the Directorate of Information Technology, GoP with concessionaire / developer.

The TA shall primarily call for interested players through a Request for Qualification (RFQ). The responses of all interested players would be scrutinised and evaluated by Technical Evaluation Committee (TEC) assisted by the TA. The TEC filters the potential players through a comprehensive evaluation mechanism and all such successful players shall be empanelled by the DIT, GoP.
The TA shall prepare a comprehensive Request for Proposal (RFP) to these empanelled agencies clearly articulating Directorate of Information Technology, GoP’s envisaged need through this venture. The RFP shall capture the following but not limited to,

1. Brief note on the key findings of the Feasibility study
2. Envisaged PPP model
3. Envisaged scope of the developer
4. Approach and time Plan
5. Operational Terms and Conditions
6. Roles and Responsibilities
7. Service Level Agreements
8. Bid Evaluation Process and Methodology
9. Contractual Obligations

DIT, GoP shall float this RFP limited to these empanelled list of players. The empanelled players would need to submit their techno-financial proposal. The same shall be evaluated by the TEC who shall be assisted by TA. The successful bidder is chosen through competitive bidding process. The TA shall ensure smooth and seamless facilitation during the entire Bid Process Management phases such as, Pre-Bid Conference, Bid Evaluation and selection of successful Developer and signing of contract.

The TA shall also support the GoP in end-to-end negotiation and contract signing of the successful player

3.2.3. Phase III: Implementation Support and Handholding (optional)

This phase starts post signing of the contract by the successful player (Developer) and concludes with completion of the proposed infrastructure.

The decision to take the envisaged services under this phase shall be taken by Directorate of Information Technology, GoP at the end of the Phase II.
In this phase the TA shall be expected to render the following services but not limited to,

- Facilitate Directorate of Information Technology, GoP in getting the necessary statutory approvals
- Facilitate DIT, GoP with appropriate analysis for various real-time project tight-corners
- Periodic Project Monitoring and Evaluation
- Handholding services
- Review the TOR and update the same incase of any changes
- Closure report
- Report on the “Way Forward”

3.2.4. Deliverables and Timelines

3.2.4.1. Deliverables

Inception Report:
On commencement of the consultancy, the consultant shall prepare and submit an inception report. The inception report shall be a further elaboration of the consultant’s submission towards understanding of the RFP for engagement of TA, the methodology to be followed, work plans, etc.

Phase – 1: Feasibility study

Module – I: Identification / Assessment

- Background understanding
  - GoP’s vision
  - Project Documents Study
    - city master plan
    - concept plan, if any
    - Land ownership, land use, FAR/FSI, ground coverage norms, proposal for road widening etc.
    - status and condition of site
    - plans for shifting of utilities
    - details of encumbrances, if any
  - Policy Environment
✓ Appropriate Central and State Legislations
✓ Policies – existing and on the anvil
✓ Appropriate PPP frame work
  o Site Assessment
  o Connectivity and related issues
  o Availability of necessary infrastructure
  o Review – current Project Status:
    ✓ Land acquisition status
    ✓ State Government clearances
    ✓ Environmental clearances

Module – II: Viability and Project Structuring

• Project Scope and Market Assessment
  o Identifying the target market along with proximity
  o Understanding existing arrangements and satisfaction levels
  o Assessment of market needs by discussion with key players
  o Assessing the level of acceptance

• Project Concept Development
  o Understanding vision and the market need
  o Developing the conceptual plan
    ✓ Phasing requirement
    ✓ Development Mix
    ✓ FAR / FSI norms

• Packaging by clubbing components / facilities, depending upon the demand, if required

• Project Design
  o Broad project design

• Project Detailing
  o Configuring the IT / ITES, IT Plots, Financial, Recreational and other usages
  o Assessment of Utilities Required
  o Infrastructure Needs Assessment
  o Amenities and Services
• Developing value proposition for target markets
• Preliminary Costing
• Revenue Estimation
• Financial Analysis
• **Project Structuring**
  o Analysis of Project Risk
  o Sharing of risks and other mitigation mechanisms
  o Determining bid variables
  o Capital structuring

**Phase – 2: Bid Advisory**

**Module – III: Procurement Strategy**

**(A): RFQ**
- Finalizing Selection Methodology
- Fixing Evaluation Criteria
- Technical Capability
- Financial Capability

**(B): RFP**
- Project Information Memorandum
- Draft Project Development Agreement (Concession Agreement)
- Technical Specification
- Bidding Parameter
- Draft Stakeholder Agreement (if required)

**Module – IV (A): Bid Process Management – Pre-Bid**
- Pre-qualification of Developers
- Requests for Proposals
- Bid Evaluation
- Selection of Private Sector Developer

**Module – IV (B): Bid Process Management – Post-Bid**
- Negotiations with the Preferred Private Sector Developer
Finalizations of Documents / Contracts

Signing of Contracts

3.2.4.2 Timelines

<table>
<thead>
<tr>
<th>Timelines</th>
<th>Modules covering</th>
<th>Time frame in Weeks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase 1: Feasibility study</td>
<td>I and II</td>
<td>T+ 4 weeks</td>
</tr>
<tr>
<td>Phase 2: Bid advisory</td>
<td>III and IV</td>
<td>T+18 weeks</td>
</tr>
</tbody>
</table>

3.3. Resource Deployment

The consultant would be required to deploy an appropriate Team consisting Project Manager, Subject Matter Specialists and Team members/ Consultants etc at the State as per the requirements. The consultant should include the number and the level of people to be deployed in the UT along with timeframes as indicated. The expectations on the resources that would be proposed for the project are as follows:

1. The team should consist of senior resources with prior experience in large Infrastructure projects such IT SEZ / IT Park etc
2. The resources of the team given in the proposal will be treated as final and cannot be substituted before or during the course of the project.
3. Each member of the team must be a full time employee of the firm and shall be working with the firm for at least one year and two years in the case of Project Manager.
4. The team shall be deployed on an exclusive basis, in order to ensure the required coordination with DIT, GoP, and to complete the project as per timelines indicated in this document.
5. The team together should have a mix of expertise in:
   a. Preparation of Feasibility / viability Reports for such similar projects
   b. Preparation of DPR, RFQ and RFPs under PPP mode for such similar projects
   c. Program Management that requires correspondence to multiple Stakeholders; the Project Manager must have prior program
management experience in India

d. Ability to drive and create plans for a large scale program with multiple stakeholders.

e. Excellent documentation and communication skills

g. Familiarity with the communication formalities of government departments

h. Product Management and Release Management Expertise.

3.4. Project Location

Throughout the duration of the project, the project team will be based at Puducherry and will travel throughout the UT and to Government of India as needed.

3.5. Time Frame

The Consultant is likely to be engaged for a period as mentioned in the deliverables and timeline. Based on the size and requirements of the State, during which the entire scope of work defined in this document, must have been completed by the Consultant. Any extension beyond this period will be considered by DIT, GoP based on the project requirements at that stage and the performance of the Consultant.

3.6. Terms of Payment

No Advance will be given. Payment will be made on achieving the milestones.

<table>
<thead>
<tr>
<th>Deliverables</th>
<th>Reference Modules</th>
<th>Fees to be paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>On submission of inception report</td>
<td></td>
<td>10% of the fees</td>
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<tr>
<td>On submission of feasibility report</td>
<td>Covering modules I and II</td>
<td>20% of the fees</td>
</tr>
<tr>
<td>On submission of bidding document</td>
<td>Covering module III</td>
<td>20% of the fees</td>
</tr>
<tr>
<td>On submission of bid evaluation report</td>
<td>Covering module IV (A)</td>
<td>20% of the fees</td>
</tr>
<tr>
<td>On signing of agreement with developer</td>
<td>Covering module IV (B)</td>
<td>30% of the fees</td>
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</tbody>
</table>

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DIT, Puducherry
4. SPECIAL TERMS AND CONDITIONS

4.1. Local conditions at the UT
   a. It will be the responsibility of the Bidder to fully acquaint itself with the local conditions and factors in the State where the actual services will be rendered.
   b. It will be imperative for each Bidder to familiarise themselves of local laws and factors which may have any effect on the execution of contract. DIT, GoP shall not entertain any request for clarification from the Bidder regarding such local laws after submission of the Bids.
   c. It will be the responsibility of the Bidder that all factors have been examined and considered while submitting the Bids and no claim whatsoever including those of financial adjustments to the contract awarded under this tender will be entertained by DIT, GoP. Neither any time schedule nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder to appraise themselves of the local laws/ conditions of the State.

4.2. Bidding Clause
   a. Before submitting the Bids, the Bidder shall at their own cost and expenses visit Puducherry where they have to provide service and shall obtain information on all matters and conditions as they may feel necessary for execution of the services as intended by DIT, GoP.
   b. The Bidder shall be deemed to have satisfied itself fully before Bidding as to the correctness and sufficiency of its Bids for the services and price quoted in the Bid to cover all obligations under this Tender.
   c. It must be clearly understood that the whole of the conditions and specifications are intended to be strictly enforced and that no work will be considered as extra work and allowed and paid
for unless they are clearly outside the scope, spirit, meaning of the Agreement and intent of DIT, GoP and have been so ordered in writing by DIT, GoP whose decision shall be final and binding.

d. Unless otherwise specified in the Tender, no escalation of cost in the Tender by the Bidder will be permitted throughout the period of Agreement or throughout the period of completion of services whichever is later on account of any reasons whatsoever.

e. DIT, GoP reserves its right to award the contract to any Bidder as per the evaluation procedure. No dispute can be raised by any Bidder whose Bid has been rejected and no claims will be entertained or paid on this account.

f. The cost quoted by the Bidder shall include cost and expenses on all counts viz. cost of equipment, materials, consultancy, cost of implementation tools/ techniques / methodologies, manpower, supervision, administration, overheads, travel, lodging, boarding, in-station and outstation expenses, etc and any other cost involved in delivering the current consultancy inclusive of taxes as applicable.

g. The cost quoted by the Bidders shall be kept firm for a period specified in the Tender from the date of opening of the Tender. The Successful Bidder should keep the Price firm during the period of Contract including during the period of extension of time. Escalation of cost will not be permitted during the said periods or during any period while providing services whether extended or not for whatsoever reasons. The Bidders should particularly take note of this factor before submitting the Bids.

h. The Successful Bidder shall make all arrangements for their professionals being provided as part of the services to reach various locations at their own cost and transport inside the working places. All material/ tools/ templates etc except those agreed by DIT, GoP shall be supplied by the Successful Bidder at their own cost.

i. The selected Consultant will be fully and completely responsible to DIT, GoP for all the deliverables.
RFP for engagement of TA

j. DIT, GoP requires that the Consultants should provide professional, objective and impartial advice and at all times hold the DIT, GoP interests paramount, strictly avoid conflicts with other assignments/jobs or their own corporate interests and act without any consideration for future work.

k. The Bidder shall be deemed to have complied with all clauses in this Tender. Evaluation shall be carried out on the available information in the bid.

4.3. Contacting the Tender Inviting Authority

No Bidder shall contact the Tender Inviting Authority on any matter relating to its Bid from the time of Bid opening to the time the contract is awarded. Any effort by a Bidder to influence the Tender evaluation, Bid comparison or contract award decisions will result in the rejection of the Bids of the Bidder.

4.4. Modification and withdrawal of Bids

The Bids once submitted will not be permitted for any modification or withdrawal.

4.5. Clarifications

When deemed necessary, DIT, GoP may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substance of the Bid or price quoted. During course of evaluation of the Technical Bid, the Bidder needs to make a presentation in any and/or all areas of the Bid.

4.6. Suppression of facts

a. During the Tender process, any suppression or misrepresentation of information is brought to the notice of the Tender Inviting Authority, the Tender Inviting Authority shall have the right to reject the Bid or terminate the contract as the case may be without any compensation to the Bidder.

b. Bidders should note that the order value in the Work Order
/Agreements if found suppressed or erased, the Tender Inviting Authority shall have the right to seek the figures or reject such Bids.
c. It is up to the Bidders to submit the full copies of the proof documents to meet out the criteria. Otherwise, the Tender Inviting Authority at his discretion may or may not consider such documents.

4.7. Notification of Successful Tenderer
Prior to expiration of the Bid validity period, DIT, GoP will notify the successful Bidder by Email or in writing that its Bid has been accepted. The successful Bidder should deploy their resource on site as outlined in their proposal for initiating the consultancy work immediately.

4.8. Liability Clause
In case of breach of any of the conditions of the contract by the CONSULTANT during the contract period, DIT, GoP reserves the right to recover costs/liabilities arising directly due to such breach from the CONSULTANT. The total liability, however arising, of the CONSULTANT under the contract is limited to that amount payable to the CONSULTANT by DIT, GoP under the contract.

4.9. Fulfillment of delivery
The Successful Bidder shall fulfill the delivery schedule as specified in the Tender.

4.10. Penalty Condition
4.10.1. Non-fulfillment of Conditions
A penalty will be levied at the rate of 0.1% of the total value of the contract in the event of nonperformance or non-observance of any of the Tender conditions.

In no event shall either party be liable for any direct, indirect, incidental, special, consequential, reliance or cover damages, including, but not limited to, loss of profits, revenue, data or use, incurred by the other party. In no
event, however, shall the total liability of the Consultant under this Agreement exceed the amount of fees received by the Consultant from the Client.

4.10.2. Liquidated damages (LD)
Penalty will be levied at the rate of 0.25% per week on the total value of the contract for non-fulfillment of delivery subject to a maximum of 2%. Any delay due to the Force Majored conditions or delay caused from the customer side will be excluded from the delivery time. In the event of failure to fulfill the deliverables, DIT, GoP at its discretion may initiate any of the actions, such as:

- Extension of time may be permitted to complete the work.
- Additional professionals will be requested by DIT, GoP for speeding up the work.
- Contract may be terminated and contract may be awarded to other Bidders at the same tender cost or at higher cost. In case of higher cost, any difference in cost to be incurred in engaging other Bidders maybe recovered from the Successful Bidder
- Any other action as decided by DIT, GoP.

4.11. Tender Prices and Taxes

a. If the Bidder proposes to use any tools/templates to facilitate the services, the cost of the same should be included in the quote and no extra payment will be made by DIT, GoP on this account.

b. The Successful Bidder will have full and exclusive liability for payment of all taxes and other statutory payments payable under any or all of the Statutes/Laws/Acts etc., now or hereafter imposed. Payments will be made to the Successful Bidder after deduction of Taxes at source as applicable.

c. It is the clear understanding of the Bidders that the complete scope defined or as may be required for the intended objective of this Tender is included in the Price Bid. No extra payment apart from the quoted cost will be made to achieve the intended objectives.
Reasons like, reasons not envisaged, not considered particular activity or element of cost required to be carried out for achieving the intended objectives or some activity not specifically mentioned in the tender but required to be carried out for achieving the intended objective will not form basis for considering extra payment.

d. No extra payment will be made for working on extended hours and working on Holidays to meet the committed delivery schedule.

4.12 Special Conditions for Professionals

4.12.1. General

a. Each member of the team shall be the full time employee of the Successful Bidder's Company/Firm and shall be working with the Successful Bidder for at least one year and two years in the case of Project Manager.

b. The team members shall be deployed onsite for the required work period in order to ensure required coordination with DIT, GoP and to complete the project as per timelines indicated in this Tender.

c. The Successful Bidder should submit the proof of statutory payments (like PF, Income Tax) remittance statement to DIT, GoP when sought.

4.12.2. Compensation for Key professionals

The DIT, GoP shall not be liable or responsible for any damages or compensation payable to any professional provided by the Successful Bidder to the project under this Tender. The Successful Bidder shall undertake to indemnify and keep always indemnified - DIT, GoP against all such damages, losses, expenses and compensation and all such claims proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

4.12.3. Replacement of Professionals

a. The Successful Bidder shall deploy the professionals as committed in their Bid and no changes shall be made.
b. If replacement of any of the professional becomes absolutely necessary beyond the reasonable control of the Successful Bidder, the Successful Bidder shall propose such changes to DIT, GoP and shall replace professionals in concurrence with DIT, GoP. Then appropriate replacement shall be provided with alternative professional of equivalent qualifications, skills, capacities or better, in agreement with DIT, GoP. The outgoing professional will be relieved only after positioning the incoming professional and proper knowledge transfer is completed.

c. The Successful Bidder shall have proper contractual arrangements with the professionals to be deployed under the current Tender to work till contract is completed as far as possible.

d. If DIT, GoP finds any of the professional has committed serious misconduct or has been charged with having committed a criminal action or reasonable cause to be dissatisfied with performance, the Successful Bidder shall replace the professional upon written request from DIT, GoP. The professional so replaced shall also have qualification and experience acceptable to DIT, GoP.

4.13. Intellectual Property Rights (IPR)

a. All IPR under this Tender or Agreement will belong exclusively to DIT - Puducherry. The DIT, GoP shall at all times retain all rights, title and interest in and to all Intellectual Property Rights. It is expressly clarified that the Successful Bidder shall have no rights, title or interest in or to such Intellectual Property Rights for any purpose except the right to use, modify, enhance, or operate such designs, programs modifications in order to perform services for the purpose of and during the terms of Agreement and as may be expressly set forth herein or in a separate Agreement executed between the parties. The Successful Bidder should not use such Intellectual Property for any other purpose during and after the Term of Contract.

b. In relation to any inventions, discoveries or other Intellectual Property Rights, the Successful Bidder shall;
1. make full and complete disclosure to DIT, GoP including any or all information in the Successful Bidder's possession relating to their patentability if any.

2. execute patent applications if any and other instruments considered necessary or desirable by DIT, GoP or required by statute to apply for and apply letters patent or any similar documents covering such inventions, discovered or innovations and will cooperate with and assist DIT, GoP in any proceedings necessary to obtain and/or enforce such patents and/or other applicable Intellectual Property Rights, and

3. assign and execute any other documents or instruments necessary to convey to the DIT, GoP ownership and exclusive rights in such inventions, discoveries, patent applications, and/or patents and/or other applicable Intellectual Property Rights

c. Notwithstanding anything contrary contained herein, the Successful Bidder will defend and indemnify the DIT, GoP against any suit or claim brought by a third party that a possession or use of software, programs, hardware, materials or documents infringes such third parties Intellectual Property Rights or its misuse of its confidential information.

4.14. Conflict of Interest

The Successful Bidder under this Tender will be barred from participating in Developer Tender falling within the Scope of Work assisted by the Successful Bidder till the duration of the contract with DIT, GoP. The Successful Bidder would not be barred from executing the projects for which they have been already selected or the projects for which Bids were submitted and under process or any other outside projects in the State.

4.15. Binding Clause

All decisions taken by DIT, GoP regarding processing of the Tender shall be final and binding on all parties concerned.
4.16. Exit Clause

a. At the time of expiry of contract period, as per the contract between DIT, GoP and the Successful Bidder, the Successful Bidder should ensure a complete knowledge transfer by their deployed professional to the new professional replacing them within a period of 2 weeks.

b. The Successful Bidder at the time of exit process will supply the following.
   - All information relating to the services rendered
   - Documentation relating to Intellectual Property Rights
   - Project data and confidential information
   - All other information including but not limited to documents, records and agreements relating to the services reasonably necessary to DIT, GoP or any other agency identified to carryout due diligence in order to transition the provision of services to DIT, GoP or any other agency identified.
   - All properties provided by DIT, GoP shall be returned.

c. Before the date of exit of the Successful Bidder from DIT, GoP, the Successful Bidder shall deliver to DIT, GoP all new and updated deliverables and shall not retain any copy thereof.

4.17. Resolution of disputes

a. DIT, GoP and Successful Bidder shall make every effort to resolve amicably by direct informal negotiation on any disagreement or dispute arising between them as under or in connection with the Agreement.

b. If any dispute and/or difference shall at any time arise between the parties to this agreement or any clause or their respective rights, claims or liabilities hereunder or otherwise, however, in relation to or arising out of or concerning this agreement, which could not be resolved by negotiation, such dispute and/or differences shall be
referred to arbitration by two arbitrators, one to be appointed by each party and in the event of arbitrators differing, to an umpire to be appointed, by the said two arbitrators before entering upon the reference. The Arbitration and Conciliation Act, 1966 as amended from time to time shall apply.

The Arbitration shall be held in Puducherry only and the Courts at Puducherry only shall have jurisdiction in relation thereto.

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5. ANNEXURE – I – TECHNICAL BID FORMAT (Envelope-A)

5.1. Profile of the Bidder

<table>
<thead>
<tr>
<th>#</th>
<th>Particulars</th>
<th>Please furnish the details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Name of the Company/Firm</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Registered office Address</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Telephone Number</td>
<td></td>
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<tr>
<td></td>
<td>Fax Number</td>
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</tr>
<tr>
<td></td>
<td>Tender submitting authority Name of the person</td>
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<tr>
<td></td>
<td>Phone number</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Mobile number</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Email Address</td>
<td></td>
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<tr>
<td>3.</td>
<td>Letter of authorisation or Power of Attorney for submitting the tender</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Please provide the following</td>
<td></td>
</tr>
<tr>
<td></td>
<td>a) Permanent Account Number</td>
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</tr>
<tr>
<td></td>
<td>b) Service Tax Registration</td>
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</tr>
<tr>
<td></td>
<td>c) Bankers name and address</td>
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</table>

5.2 Tender Document Fee and EMD Amount

5.2.1. Tender Document Fee

<table>
<thead>
<tr>
<th>Particulars</th>
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<tbody>
<tr>
<td>1. Name of the bank</td>
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<tr>
<td>2. Demand Draft (DD) Number</td>
</tr>
<tr>
<td>3. DD Date</td>
</tr>
<tr>
<td>4. DD Amount</td>
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</table>

5.2.2. EMD Amount

<table>
<thead>
<tr>
<th>Particulars</th>
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</thead>
<tbody>
<tr>
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<td>2. Demand Draft (DD) Number</td>
</tr>
<tr>
<td>3. DD Date</td>
</tr>
<tr>
<td>4. DD Amount</td>
</tr>
</tbody>
</table>

5.3. Approach and Methodology

1. Understanding of the objectives of the assignment and extent to which the consultants approach and work plan respond to the
objectives and scope of work.
2. The extent to which the proposal responds exhaustively to all the requirements of all the Terms of Reference.
3. Proposed Project Plan detailing out dependencies and assumptions with action plan.

5.4. Details of Projects and Project Team

5.4.1. Details of Projects

<table>
<thead>
<tr>
<th>#</th>
<th>Name of the Project</th>
<th>IT / ITES SEZ / IT Park</th>
<th>Other PPP</th>
<th>Area in acres</th>
<th>Cost</th>
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<tbody>
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</table>

5.4.2 Project Team
1. Using the format provided below, please provide summary information on the profiles you propose to include for evaluation and the roles they are expected to play in the project.
2. For each of the staff members included, provide a detailed professional profile using the forms below.

a) Phase-I

<table>
<thead>
<tr>
<th>#</th>
<th>Proposed role</th>
<th>Number of resources</th>
<th>Area of Expertise</th>
<th>Key responsibilities</th>
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<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

b) Phase - II

<table>
<thead>
<tr>
<th>#</th>
<th>Proposed role</th>
<th>Number of resources</th>
<th>Area of Expertise</th>
<th>Key responsibilities</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>3</td>
<td></td>
<td></td>
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<tr>
<td>4</td>
<td></td>
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<td></td>
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<tr>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### 5.4.3. CVs of Professionals Proposed

<table>
<thead>
<tr>
<th>Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Designation</td>
<td></td>
</tr>
<tr>
<td>Role proposed for</td>
<td></td>
</tr>
<tr>
<td>Current responsibilities in the responding firm</td>
<td></td>
</tr>
<tr>
<td>Total years of relevant experience</td>
<td></td>
</tr>
<tr>
<td>Years of experience with the responding firm</td>
<td></td>
</tr>
<tr>
<td>Educational qualifications:</td>
<td></td>
</tr>
<tr>
<td>• Degree</td>
<td></td>
</tr>
<tr>
<td>• Academic institution graduated from</td>
<td></td>
</tr>
<tr>
<td>• Year of graduation</td>
<td></td>
</tr>
<tr>
<td>• Specialization (if any)</td>
<td></td>
</tr>
<tr>
<td>Professional certifications (if any)</td>
<td></td>
</tr>
<tr>
<td>Professional Experience details (project-wise):</td>
<td></td>
</tr>
<tr>
<td>• Project name</td>
<td></td>
</tr>
<tr>
<td>• Client</td>
<td></td>
</tr>
<tr>
<td>• Key project features in brief</td>
<td></td>
</tr>
<tr>
<td>• Location of the project</td>
<td></td>
</tr>
<tr>
<td>• Designation</td>
<td></td>
</tr>
<tr>
<td>• Role</td>
<td></td>
</tr>
<tr>
<td>• Responsibilities and activities</td>
<td></td>
</tr>
<tr>
<td>• Duration of the project</td>
<td></td>
</tr>
<tr>
<td>Covering Letter: Summary of the individual’s experience which has direct relevance to the project (maximum 1 page)</td>
<td></td>
</tr>
</tbody>
</table>

Each CV must be accompanied by the following undertaking from the staff member:

**Certification**

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

Signature:

Date:

[Signature of authorized representative of the staff] Day/Month/Year

Full name of authorized representative
Dated this [day / month / year]

Authorized Signatory (in full and initials):
Name and title of signatory:

Duly authorized to sign this Proposal for and on behalf of [Name of Consultant]

Name of Firm:
Address and Seal:

@@@@@@
6. ANNEXURE – II – PRICE BID FORMAT (Envelope-B)

6.1. Value of Price Bid

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of the project</th>
<th>Total Fee in ₹ (All Inclusive)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Fee for advisory services towards preparation of feasibility report, bid process management for identification of developer towards establishment of IT / ITES Special Economic Zone / IT Park (Phase I and Phase II)</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Man Month Rates for Phase III (Implementation and handholding) *</td>
<td></td>
</tr>
</tbody>
</table>

* This rate will not be taken into account for Financial Bid evaluation.

Note:

1. The total Cost should be worked out based on the required man-month efforts for meeting the deliverables and timeline.
2. The Total Cost of Project quoted will be an all-inclusive figure i.e. inclusive of out-of-pocket expenses and all taxes, duties, any contingencies, etc. No out-of-pocket expenses will be reimbursed separately. If the Price Bid include any separate cost, such Tender will be treated as an invalid Bid.

Dated this [day / month / year]
Authorized Signatory (in full and initials):
Name and title of signatory:
Duly authorized to sign this Proposal for and on behalf of [Name of Consultant]
Name of Firm:
Address and Seal:

@@@@@@
7. ANNEXURE-III - BANK GUARANTEE FORMAT

(To be executed in ₹. 100/- Stamp Paper purchased in Puducherry)

To

DIRECTOR-IT

Directorate of Information Technology,

#505 Kamaraj Salai, New Saram,

Puducherry 605013

Bank Guarantee No:
Amount of Guarantee:
Guarantee covers from:
Last date for lodgement of claim:

This Deed of Guarantee executed by ................................. (Banker’s
Name and Address) having our Head Office at ................................. (address) (hereinafter referred to as “the Bank”) in favour of "Director - IT,
DIT, GoP" (hereinafter referred to as “the Beneficiary”) for an amount not
exceeding ₹................................................................. (Rupees
..........................Only) as per the request of M/s. .................................
having its office address at ..............................................................
(hereinafter referred to as “Consultant”) against Letter of
Acceptance reference ........................................... Dated .........................
of Directorate of Information Technology. This guarantee is issued subject to
the condition that the liability of the Bank under this guarantee is limited to a
maximum ₹........................../- (Rupees .................
.................................. Only) and the guarantee shall remain in full force up to .......... months from the date of Bank Guarantee and cannot be invoked otherwise
by a written demand or claim by the beneficiary under the Guarantee
served on the Bank before ..........months from the date of Bank Guarantee.
AND WHEREAS it has been stipulated by you in the said ORDER that the Consultant shall furnish you with a Bank Guarantee by a Scheduled/Nationalised Bank for the sum specified therein as security for compliance with the Consultant's performance obligations for a period in accordance with the contract.

AND WHEREAS we have agreed to give the Consultant a Guarantee.

THEREFORE, we (Bankers address)............................................................... hereby affirm that we are Guarantors and responsible to you on behalf of the Consultant up to a total of ₹....................../-(Rupees ............................ Only) and we undertake to pay you, upon your first written demand declaring the Consultant to be in default under the contract and without any demur, cavil or argument, any sum or sums within the limit of ₹................................./- (Rupees .............................. ......... Only) as aforesaid, without you’re needing to prove or show grounds or reasons for your demand or the sum specified therein.

Notwithstanding, anything contained herein

Our liability under this guarantee shall not exceed ₹....................../-(Rupees ........................................... Only). This Bank Guarantee shall be valid up to ................. months from the date of Bank Guarantee and we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before.

In witness whereof the Bank, through its authorised Officer, has set its hand and stamp on this .......................... at ..........................................

Witness: ...............................................................(Signature) (Name in Block Letters)
8. ANNEXURE- IV MODEL FORM OF CONTRACT

(To be executed on a ₹ 20/- Stamp paper by the Successful Bidder)

This Contract entered into this day of ........ 2012 at Puducherry between Director -IT, DIT, being the service recipient hereinafter referred to as DIT (Which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) of the First part and
M/s. ........................................................... hereinafter referred to as CONSULTANT (Which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) of the Second part.

Whereas DIT, GOP invited a Tender reference 1/DIT/2012 for hiring of Consultants to provide consultancy services for "Conducting Feasibility Study and Selection of Developer to Establish an IT / ITES Special Economic Zone / IT Park in Puducherry" and the CONSULTANT herein has been selected in the Tender for execution of the work as detailed in the Tender Documents.

Whereas the DIT, GOP and the CONSULTANT, in pursuance thereof have arrived at the following terms and conditions:

1. This Contract shall remain in force during the Contract period of 12 months from the date of signing of this Contract. DIT, GOP may terminate this contract at the risk and cost of the CONSULTANT where the CONSULTANT is in material breach of the terms and conditions of this contract and fails to remedy that breach on 14 days' written notice from DIT, GOP. Termination of this contract by DIT, GOP will not relieve CONSULTANT of its liability as agreed.

2. The CONSULTANT agrees to complete the deliverables as specified in the Tender within the stipulated period prescribed by DIT, GOP at the cost given in Annexure. This cost is firm and not subject to enhancement.

3. The Contract or any part share of interest in it shall not be transferred or assigned by the CONSULTANT directly or indirectly to any person or
persons whomsoever without the prior written consent of DIT, GOP.

4. A separate contract has to be signed by the Consultant with DIT, GoP for the Phase – III (optional) on completion of the Phase – II.

5. Neither DIT, GOP nor the CONSULTANT shall be liable to the other for any delay or failure in the performance of their respective obligations due to causes, contingencies beyond their reasonable control such as:
   a. Natural phenomena including but not limited to earthquakes, floods and epidemics.
   b. Acts of any Government authority domestic or foreign including but not limited to war declared or undeclared.
   c. Accidents or disruptions including, but not limited to fire and explosions.

6. In addition to the express terms of this contract, the Tender documents in relation with this Tender issued for engaging Consultants to provide consultancy services for “Conducting Feasibility Study and Selection of Developer to Establish an IT / ITES Special Economic Zone / IT Park in Puducherry” shall be deemed to form and be read and construed as part of this Agreement. The Tender enclosures, the offer submitted by the CONSULTANT, the negotiated and finalized Terms and Conditions and the Work Order respectively will form part of this contract.

7. Liquidated damages (LD)
Penalty will be levied at the rate of 0.25% per week on the total value of the contract for non-fulfillment of delivery subject to a maximum of 2%. Any delay due to the Force Majored conditions or delay caused from the customer side will be excluded from the delivery time. In the event of failure to fulfill the deliverables, DIT, GoP at its discretion may initiate any of the actions, such as;
   • Extension of time may be permitted to complete the work.
   • Additional professionals will be requested by DIT, GoP for speeding up
the work.

- Contract may be terminated and contract may be awarded to other Bidders at the same tender cost or at higher cost. In case of higher cost, any difference in cost to be incurred in engaging other Bidders may be recovered from the Successful Bidder.
- Any other action as decided by DIT, GoP.

8. **Penalty**

A penalty will be levied at the rate of 0.1% of the total value of the contract in the event of nonperformance or non-observance of any of the Tender conditions. In no event shall either party be liable for any direct, indirect, incidental, special, consequential, reliance or cover damages, including, but not limited to, loss of profits, revenue, data or use, incurred by the other party. In no event, however, shall the total liability of the Consultant under this Agreement exceed the amount of fees received by the Consultant from the Client.

9. **Payment Clause**

No Advance will be given. Payment will be made on achieving the milestones as per section 3.6 mentioned in this RFP. Payments will be released on acceptance of Deliverables by the DIT, GOP for the corresponding phase. Pro-rated deduction will be made from the payments due to nonperformance.

10. **Communication**

a) Unless otherwise provided in the Contract, any notice, request, consent or other communication given or required to be given hereunder shall be given by mailing the same by registered mail, postage prepaid, return receipt requested in the case of the CONSULTANT to DIT, GOP at the address set forth above or with other addresses and to the attentions of such other person or persons as may hereafter be designated by like notice hereunder and any such notice sent by post shall be deemed to have been served on the date when in the ordinary course of post, it would have been delivered
at the address to which it was sent.

b) Any notice to the CONSULTANT given or required to be given hereunder shall be given by either:

- Mailing the same by registered mail, postage prepaid, return receipt requested; or
- Having the same delivered by courier with receipt acknowledged at the address set forth above or with other addresses and to the attentions of such other person or persons as may hereafter be designated by like notice hereunder and any such notice shall be deemed to have been served if sent by post on the date when in the ordinary course of post, it would have been delivered at the addresses to which it was sent or if delivered by courier on the date of acknowledgement of receipt.

11. **Arbitration**

a. DIT, GoP and Successful Bidder shall make every effort to resolve amicably by direct informal negotiation on any disagreement or dispute arising between them as under or in connection with the Agreement.

b. If any dispute and/or difference shall at any time arise between the parties to this agreement or any clause or their respective rights, claims or liabilities hereunder or otherwise, however, in relation to or arising out of or concerning this agreement, which could not be resolved by negotiation, such dispute and/or differences shall be referred to arbitration by two arbitrators, one to be appointed by each party and in the event of arbitrators differing, to an umpire to be appointed, by the said two arbitrators before entering upon the reference. The Arbitration and Conciliation Act, 1966 as amended from time to time shall apply.

The Arbitration shall be held in Puducherry only and the Courts at Puducherry only shall have jurisdiction in relation thereto.
In Witness whereof the parties hereto have signed on the day, month and year above written in the presence of

For and on behalf of
DIT, GoP

For and on behalf of
CONSULTANT Witness

Witness

@@@@@
Dated:

To Whomsoever It May Concern

Mr._________________ [Name of the person(s), domiciled at ______________________________ (Address), acting as __________ (Designation and name of the firm), and whose signature is attested below, is hereby authorized on behalf of ______________ (Name of the Bidder) to provide information and respond to enquiries etc. as may be required by the DIT, GoP for the Bid for Engagement of a Transaction Advisor (TA) for conducting Feasibility Study and Selection of Developer to Establish an IT/ITES Special Economic Zone/ IT Park and is hereby further authorized to sign and file relevant documents in response of the above.

(Attested signature of Mr._________________)
For _______________ (Name of the Bidder)

@@@@@@