



உழவர்கரை நகராட்சி, புதுச்சேரி
OULGARET MUNICIPALITY, Puducherry
MUNICIPALITÉ D'OULGARET, Pondichéry

Government of Puducherry

2, Jawahar Nagar Main Road, Reddiyarpalayam, Puducherry – 605 005

Request for Proposal

Selection of a Transaction advisor/Consultant

for the development and operationalisation of the IT/ITeS Special Economic Zone at Thattanchavady Village, Oulgaret Taluk, Puducherry

Limited e-tender, open only to firms empanelled under Panel A of the panel of Transaction Advisor/Consultant for PPP projects maintained by the Department of Economic Affairs, Ministry of Finance, Government of India

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e-Procurement portal	https://pudutenders.gov.in

Office of the Commissioner, Oulgaret Municipality

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Introduction

The Commissioner, Oulgaret Municipality invites proposals for the selection of a Transaction advisor/Consultant for the development and operationalisation of the IT/ITeS Special Economic Zone at Thattanchavady Village, Oulgaret Taluk, Puducherry. Bidding is restricted to firms empanelled under Panel A of the panel of Transaction Advisor/Consultant for PPP projects maintained by the Department of Economic Affairs, Ministry of Finance, Government of India.

The project. The Board of Approval for SEZs approved the Municipality's proposal at its 137th meeting on 27.02.2026. The Department of Commerce issued a Developer Letter of Approval dated 19.03.2026 for a sector-specific Special Economic Zone for Information Technology and IT-enabled Services over 8.6230 hectares (21.30 acres). The Zone was notified under the SEZ Act, 2005 by notification dated 27 May 2026. This is the first SEZ in India to be developed by an Urban Local Body.

The obligation that drives this Assignment. The Letter of Approval is valid for three years from 19.03.2026. Within that period the Developer must implement the project and at least one Unit must commence production. Every timeline, deliverable and payment condition in this RFP is built around that date.

What the Authority is procuring. The Authority will not finance, construct, own or operate the Zone. It will appoint a Co-Developer through a competitive and transparent process, and that Co-Developer will design, finance, construct, market, operate and maintain the Zone. The Transaction advisor/Consultant's task is to take the Authority from where it stands today through structuring, bid process management, award, Financial Close and Operationalisation, and to act as the Authority's central coordination and investment facilitation resource along the way.

How this document is arranged. Chapter 1 sets out the key particulars of the tender and the disclaimer. Chapter 2 describes the Assignment, the definitions, the conditions fixed by the Authority and the scope of services. Chapters 3 and 4 deal with how to bid and who may bid. Chapters 5 and 6 set out technical evaluation and the selection method. Chapter 7 sets out deliverables, timeline, payment and liquidated damages. Chapters 8 to 23 contain the contractual and procedural terms. Chapter 24 contains the Forms that must be submitted with a bid.

Reading this document. Words defined in Clause 2.2 carry that meaning throughout. Corrigenda, addenda and clarifications will be published only on the e-procurement portal hosting this RFP, and bidders must check the portal for updates. Bids must be submitted online, encrypted and digitally signed, within the time stated in Chapter 1.

This introduction is a summary provided for convenience only. If anything in it differs from the chapters that follow, the chapters prevail.

Chapter 1

1. Request for Proposal

The Commissioner, Oulgaret Municipality invites online bids, in two covers, for the selection of a Transaction advisor/Consultant. The Transaction advisor/Consultant will provide end-to-end advisory and implementation support for the development and operationalisation of the IT/ITeS Special Economic Zone at Thattanchavady Village, Oulgaret Taluk, Puducherry.

Only firms empanelled under Panel A of the panel of Transaction Advisor/Consultant for PPP projects maintained by the Department of Economic Affairs, Ministry of Finance, Government of India may bid.

Sl.	Item	Details
1	Name of assignment	Selection of a Transaction advisor/Consultant for the development and operationalisation of the IT/ITeS SEZ at Thattanchavady
2	Authority (Client)	The Commissioner, Oulgaret Municipality, Puducherry
3	Type of tender	Limited e-tender, open only to DEA Panel A firms, through https://pudutenders.gov.in . The RFP will also be uploaded on the Department of Economic Affairs portal.
4	Date of publication	26/10/2026
5	Pre-bid conference	05/11/2026 @ 11.00 A.M at the Office of the Director, Local Administration Department, Puducherry.
6	Last date for pre-bid queries	05/11/2026
7	Date clarifications are published	 Corrigenda will not name any bidder.
8	Last date for bid submission	26/11/2026 @ 10.30 A.M.
9	Presentation and Key Expert interviews	The date will be intimated to eligible bidders.
10	Cost of RFP document	Nil
11	Earnest Money Deposit	₹1,00,000 (Rupees one lakh only), paid online in favour of the Commissioner, Oulgaret Municipality through online.
12	Performance Security	5% of the contract value, as an unconditional and irrevocable bank guarantee
13	Professional indemnity insurance	At least two times the contract value. It must be held from the date of award until three years after the Assignment ends.
14	Bid validity	180 days from the last date for bid submission
15	Selection method	Quality and Cost Based Selection (QCBS), with quality weighted 80 and cost weighted 20
16	Minimum technical score	60 out of 100

Sl.	Item	Details
17	Duration	Deliverables D1 to D7 must be completed within 15 months of the Work Order, counted as set out in Chapter 7. Operationalisation support (Scope Block F and Deliverable D8) then continues automatically until Unit Operationalisation is achieved.
18	Project office	The Transaction advisor/Consultant does not need its own office in Puducherry. The Authority will provide office space, rent free, for on-site staff. Day-to-day project administration is handled by the Project Management Unit of the Local Administration Department.
19	On-site staff	The Team Leader and SEZ Expert must be on-site full time until Deliverable D7 is complete, and for at least 5 working days each per month after that. See Clause 10.2.
20	Venue for bid opening, presentation and interviews	Office of the Commissioner, Oulgaret Municipality, Puducherry
21	Authority	The Commissioner, Oulgaret Municipality, acting with the concurrence of the Director, Local Administration Department, Government of Puducherry
22	Tender Publication Portal and contact	https://pudutenders.gov.in om@py.gov.in 0413-2201142

Notes

- (i) Do not put any price or price-related information in the Technical Bid. A Technical Bid that shows a price may be rejected.
- (ii) If the day of bid opening turns out to be a holiday, or if something outside the Authority's control prevents opening on that day, bids will be opened at the same time on the next working day.
- (iii) All bids must be submitted online, encrypted and digitally signed. A bid without the Earnest Money Deposit will be rejected.

Disclaimer

1. The information in this RFP, and any information given to bidders later in any form, is provided on the terms set out in this RFP.
2. This RFP is not an agreement, an offer or an invitation to contract. Its purpose is to give interested firms information that may help them prepare a bid. Some statements in it reflect the Authority's own assumptions and assessments, and it does not contain everything a bidder may need.
3. Parts of this RFP touch on questions of law. It is not a complete or authoritative statement of the law, and the Authority is not responsible for the accuracy of any legal interpretation or opinion in it.
4. The Authority, its employees and its advisers give no warranty and accept no liability to any person, including any bidder, for any loss, damage, cost or expense arising from anything in this RFP, from the accuracy or completeness of this RFP, or from anything arising in this selection process.

5. The Authority accepts no liability, including for negligence, if a bidder relies on any statement in this RFP.
6. The Authority may change, add to or clarify anything in this RFP at any time. Any corrigendum, addendum, clarification or amendment will be published only on the e-procurement portal hosting this RFP, and will form part of this RFP. Bidders must check the portal for updates.
7. Issuing this RFP does not oblige the Authority to select any bidder. The Authority may reject all bids, or any bid, without giving reasons.
8. The Authority may cancel this bid process at any time, without liability to bidders.
9. Bidders bear their own costs of preparing and submitting a bid, including copying, delivery, presentations and interviews. The Authority will not pay these costs, whatever the outcome of the process.
10. A bid may be rejected if the bidder does not submit the documents listed in Chapter 4 or those required for the Technical Proposal. The Authority may ask any bidder in writing for clarifications, further information or supporting documents to verify what has already been submitted. A bidder may not use a clarification to change its bid in any material way. If a bidder does not reply within the time given, its bid may be rejected.
11. The Authority is not responsible for any delay in online submission. Bidders should upload their complete bids well before the deadline.

Chapter 2

2. The Assignment

2.1 Background and Objectives

2.1.1 The project. The Board of Approval for SEZs, Department of Commerce, Government of India approved the Municipality's proposal at its 137th meeting on 27.02.2026. The Department of Commerce then issued a Developer Letter of Approval dated 19.03.2026, approving the Municipality as Developer of a sector-specific Special Economic Zone for Information Technology and IT-enabled Services over 8.6230 hectares (21.30 acres) at Thattanchavady Village, Oulgaret Taluk, Puducherry. The Zone was notified under the SEZ Act, 2005 by notification dated 27 May 2026, published in the Gazette of India, Extraordinary, Part II, Section 3, sub-section (ii) [S.O. No. ●]. This is the first SEZ in India to be developed by an Urban Local Body.

2.1.2 The site. The Zone covers 8.6230 hectares. SH 203 is about 2 km away and NH 32 about 3 km. Puducherry airport and the rail head are each about 9 km away, and Puducherry Port about 10 km.

2.1.3 The operationalisation obligation. The Letter of Approval is valid for three years from 19.03.2026. Within that time the Developer must implement the project and at least one Unit must commence production. The SEZ becomes operational when that happens.

2.1.4 What the Authority will and will not do. The Authority will not finance, construct, own or operate the Zone. It will instead appoint a Co-Developer through a competitive and transparent process. The Co-Developer will be approved by the Board of Approval under Rule 3A of the SEZ Rules in Form A1, and will design, finance, construct, market, operate and maintain the Zone. The Co-Developer will also be bound to cause at least one Qualifying Operational Unit to commence production by the Contractual Operationalisation Target Date.

2.1.5 Objectives. The Assignment must enable the Authority to:

- (a) assess the technical, commercial and financial potential of the zone, and decide the best development configuration and phasing;
- (b) attract the best available firms to bid as Co-Developer;
- (c) have the Co-Developer finance the whole capital cost, including trunk infrastructure, with central assistance where it can be obtained;
- (d) achieve Operationalisation, with at least one Unit in production, while the Letter of Approval is still valid;
- (e) keep the Authority's capital outlay, risk and contingent liabilities to a minimum, and give priority to employment generation, consistent with the notified employment potential of 3,500 persons;
- (f) comply with the SEZ Act, 2005 and the SEZ Rules, 2006 — including the processing and non-processing area norms and the rules on demarcating non-processing area — and with all other applicable law; and
- (g) receive support through signature of the Development or Concession Agreement, Financial Close and Operationalisation.

2.1.6 The wider role. The Transaction advisor/Consultant will also act as the Authority's central coordination and investment facilitation resource. It will help the Municipality attract good quality investment, promote export-oriented services, improve ease of doing business and create lasting employment. It will help position Puducherry as a competitive investment destination, so that the Zone

contributes to the Union Territory's industrial development, export growth and long-term economic growth.

2.2 Definitions

In this RFP, and in the transaction documents prepared under it:

“Co-Developer” means the private company or consortium selected through the bid process run under this Assignment, approved by the Board of Approval under Rule 3A of the SEZ Rules in Form A1, to develop, finance, operate and maintain the SEZ.

“Operationalisation” means the start of production by the first Qualifying Operational Unit. At that point the SEZ becomes operational for the purposes of the Letter of Approval.

“Operationalisation Deadline” means the date on which the three-year validity of the Letter of Approval dated 19.03.2026 expires, including any extension granted by the Board of Approval.

“Contractual Operationalisation Target Date” means a date at least six months before the Operationalisation Deadline. The Authority will fix this date on the Transaction advisor/Consultant's recommendation, and it will be written into the Development or Concession Agreement as the Co-Developer's obligation.

“Qualifying Operational Unit” (QOU) means a Unit that: (i) has been approved by the Approval Committee on a Form F application and holds a valid Letter of Approval in Form G; (ii) has signed a lease or sub-lease of space inside the processing area of the Zone; (iii) has begun genuine authorised operations as understood under the SEZ Rules; and (iv) meets the minimum thresholds for built-up area occupied, investment and employment. Those thresholds will be recommended by the Transaction advisor/Consultant under Clause 2.4(B) and approved by the Authority.

“Zone O&M Obligations” means the Co-Developer's obligations to operate, maintain and manage the Zone, as set out in Clause 2.3(d). These are co-developer functions under the SEZ framework and need no Unit approval.

“Unit Pathway Obligations” means the Co-Developer's obligations relating to setting up a Qualifying Operational Unit, as set out in Clause 2.3(e). These run on a separate statutory track: Form F, the Approval Committee and Form G.

2.3 Conditions Fixed by the Authority

The conditions must be reflected in all structuring work, bid documents and agreements prepared under this Assignment. The Transaction advisor/Consultant must work as far as possible within these boundary conditions.

(a) **Land.** SEZ land will not be sold freehold under any structure. Land will be given to the Co-Developer on a long-term lease. Land is contributed as a lease, not as equity.

(b) **Financing.** The Co-Developer will design, finance, build, operate and maintain the whole Zone, including trunk infrastructure. No municipal funds will be committed. The Authority will not give any guarantee, credit support, minimum revenue assurance, demand assurance or other contingent municipal liability under any structure. The Authority will bring infrastructure and utility networks — sewerage, lighting, roads and drains — up to the boundary of the SEZ.

(c) **Scope given to the Co-Developer.** The Authority prefers one Co-Developer, or one consortium, for the whole Zone — processing and non-processing. The Transaction advisor/Consultant may propose refinements within that preference.

(d) **Zone O&M Obligations (mandatory).** The Co-Developer must operate, maintain and manage the Zone as a continuing obligation. It cannot simply build and exit. These obligations cover: estate management; operating and maintaining common infrastructure, roads, drainage, lighting, sanitation and landscaping; buying and distributing utilities; security and access control suitable for a notified zone; leasing, tenant management and occupier services; the operating, record-keeping and reporting duties that attach to the Zone; and recovering the cost of all of this, so that no cost falls on the Municipality. The Transaction advisor/Consultant must design the service standards, how they are measured, and what happens if they are not met. Selection must give weight to a bidder's IT-park operating record and tenant relationships.

(e) **Unit Pathway Obligations (mandatory).** The Co-Developer must cause a Qualifying Operational Unit to be set up and to begin authorised operations. It may do this itself, through an affiliate, or through a committed anchor occupier under a binding pre-let or unit commitment. It must do everything within its control to obtain the necessary approvals.

(f) **Operationalisation outcome (mandatory).** The Development or Concession Agreement must make the following the Co-Developer's primary, enforceable obligation, subject only to listed Relief Events: finance the project; build the minimum operational infrastructure; secure an anchor occupier or set up an eligible affiliate Unit; obtain the necessary Unit approvals; complete fit-out and utility readiness; cause a Qualifying Operational Unit to begin genuine authorised operations by the Contractual Operationalisation Target Date; and operate and maintain the Zone after that.

(g) **Sub-leasing (mandatory).** Built-up space may be sub-leased to Units and permitted occupiers as of right, subject to intimation and inspection. Unbuilt land may not be sub-leased. A sub-lessee may not sub-lease onward. No sub-lessee acquires any right against the Authority.

2.4 Scope of Services

The Transaction advisor/Consultant will be the Authority's principal transaction and implementation adviser for structuring, procuring, developing and operationalising the 8.6230 hectare IT/ITeS SEZ at Thattanchavady. The work includes, but is not limited to, the following.

A. Market Assessment, Transaction Readiness and Due Diligence

A.1 Regulatory and project baseline

- Review the Letter of Approval dated 19.03.2026, the SEZ notification, Form A, the land records, the Developer and Declaration Certificates and every condition attached to them. Prepare a compliance calendar of the Authority's duties as Developer, including the half-yearly progress report to the Government of India.
- Prepare an approvals register listing every approval, clearance and permission needed from the Board of Approval, the Development Commissioner (MEPZ SEZ, Chennai), the Approval Committee, the Government of Puducherry and local bodies. Say who is responsible for each and how long each is likely to take. Map the Unit pathway (Form F, Approval Committee, Form G) separately.

- Confirm the minimum built-up processing area required under Rule 5 of the SEZ Rules and the applicable city category. Carry out a site capacity test showing that this built-up processing area can in fact be built on 8.6230 hectares under the planning norms that apply.

A.2 *Site and title due diligence*

- Visit and assess the site: land suitability, access, levels, encumbrances, encroachment, utilities available at the boundary, environmental issues, room for expansion, and the external infrastructure needed.
- Assess how close the site is to ports, the airport, highways, rail, logistics hubs and industrial clusters, and what this means for occupier demand.
- Verify title, possession and the land schedule of the Thattanchavady survey numbers making up the Zone. Identify anything that must be corrected before the lease is signed.
- Give a written opinion on enforcement and resumption — what remedies the Authority actually has, as a municipal lessor, against a Co-Developer in default, including resumption, re-entry and forfeiture, and how those remedies work alongside lender security.

A.3 *Independent market study and demand assessment*

- Carry out primary and secondary research on demand for IT/ITeS office space in the Chennai–Puducherry corridor, covering GCC and GIC establishments, engineering and product development centres, BPM operations and related activities.
- Benchmark comparable IT SEZs, IT parks, industrial parks, investment regions and managed campuses in Tamil Nadu, Puducherry, Karnataka, Telangana and Andhra Pradesh on rentals, absorption, incentives, connectivity, talent and vacancy. Recommend good practice on infrastructure, governance, sustainability, investment promotion and park management.
- Give a realistic absorption profile, the phasing of built-up area, achievable rentals and the likely occupier segments.
- Assess the conditions specific to Puducherry — talent pipeline, connectivity, social infrastructure, the current state of the SEZ regime and the direct-tax position of new units — and say how the transaction should respond to them.
- The market study must be the Transaction advisor/Consultant’s own work. Relying only on published secondary reports is not acceptable.

A.4 *Stakeholder consultation*

- Consult the Development Commissioner (MEPZ SEZ), the Departments of Industries and Commerce and of Information Technology of the Government of Puducherry, the Local Administration Department, utility agencies, export promotion councils, industry associations, developers, investors, and prospective occupiers and Co-Developers.
- Use what these consultations show in planning the project, and keep a written record of the consultations and the conclusions drawn.

A.5 *Regulatory assessment*

- Review the SEZ rules and other statutory provisions that apply, along with environmental requirements, land-use rules and infrastructure standards.
- Identify the approvals and clearances needed to implement the project, and the order in which they must be obtained.

B. *Feasibility, Structuring and Bankability*

- **Concept development.** Indicative zoning, the processing and non-processing split, built-up area and phasing, circulation, a utilities and services concept, block cost estimates, output specifications, and a list of the technical investigations the Co-Developer must carry out. This is concept-level work to enable the transaction. Detailed master planning, engineering design and construction are the Co-Developer's job.
- **Financial model.** A complete, unlocked financial model covering capital cost, phasing, revenue, operating cost, financing structure, project and equity returns, sensitivities and scenarios, and bankability from a lender's point of view.
- **Delivery model.** Assess the delivery models available against the conditions in Clause 2.3 and recommend one, with reasons. Design the SPV if one is used. Design the governance package that gives effect to Clause 2.1.4, under which the Authority puts in no equity and keeps oversight only through board representation and reserved rights.
- **Obligations matrix.** A matrix allocating every material obligation and risk between the Authority and the Co-Developer, showing what can lawfully be transferred and what the Authority must keep.
- **Value for money and fiscal commitments.** A value-for-money assessment, and a statement of the Authority's fiscal commitments and contingent liabilities under the recommended structure.
- **Qualifying Operational Unit thresholds.** A specific recommendation on the built-up area, investment and employment thresholds that make a Unit a Qualifying Operational Unit under Clause 2.2, reasoned from the demand assessment, for the Authority to approve.
- **Land term sheet.** Recommended lease tenure, premium or rent, escalation, revenue share if any, security deposit, transfer and sub-lease terms, lenders' mortgage rights, coterminosity, exit pricing and reversion, giving effect to Clause 2.3(a) and (g).

C. Procurement and Co-Developer Selection

- **Bid documents.** Prepare the full bid package to select the Co-Developer: Request for Qualification, Request for Proposal, qualification and evaluation criteria, the bid process schedule, and all forms and formats. Also prepare the draft Development or Concession Agreement, the Lease Deed and the other transaction documents.
- **Bid variable.** Recommend the bidding method and the bid variable, and explain why the recommended variable best serves the employment objective in Clause 2.1.5(e).
- **Consortium bidding.** The Co-Developer RFP must allow consortium bids on terms of joint and several responsibility and lock-in, so that a real-estate developer can bid with an IT/ITeS operator.
- **Staged pathway (mandatory).** The bid documents and the Development or Concession Agreement must build in a staged pathway, with defined milestones and proportionate security at each stage — from award, through construction, anchor commitment, Unit approval, and start of operations. The point is to catch and fix failure early, rather than discover it at the Target Date.
- **Market outreach.** Reach out to and consult prospective Co-Developers and operators before the bid is launched, and record the response.
- **Running the bid process.** Support publication, hold the pre-bid conference and site visits, issue clarifications and corrigenda, open bids, run qualification and evaluation, prepare the bid evaluation report, support negotiation, and recommend to the competent authority.

- **Occupier Acquisition Plan.** A plan and pipeline for attracting occupiers and anchor tenants, naming specific prospects, setting out what is offered to each segment, and setting the order of engagement.
- **What must not be included.** The Transaction advisor/Consultant must not put anything into a bid or transaction document that conflicts with Clause 2.3. In particular, it must not include any municipal guarantee, credit support, minimum revenue or demand assurance, or other contingent municipal liability, all of which are ruled out by Clause 2.3(b).

D. Contracting, Approvals and Financial Close

- Support the negotiation, finalisation and signature of the Development or Concession Agreement, the Lease Deed and the other project documents.
- Prepare the Form A1 application for approval of the selected Co-Developer under Rule 3A, together with the Developer–Co-Developer agreement that must be enclosed and all supporting papers. Support the Authority before the Development Commissioner and the Board of Approval until the Co-Developer’s Letter of Approval is granted, including answering queries and making any resubmission.
- Support incorporation of the SPV and the subscription arrangements, if an SPV is used.
- Support the satisfaction of conditions precedent and statutory compliances, and monitor progress to Financial Close. Deliver a complete closing record: signed documents, a conditions-precedent schedule, and the Authority’s document set, indexed and handed over.
- Advise on compliance filings with the Development Commissioner and on the Authority’s continuing duties as notified Developer.

E. Co-Developer Mobilisation, Occupier Acquisition and Unit Onboarding

- Monitor the Co-Developer against its development milestones, its construction programme and the infrastructure quality parameters in the Letter of Approval: uninterrupted power at stable frequency, reliable and secure data connectivity, central air-conditioning, and a ready-to-use furnished plug-and-play facility for end users.
- Help the Authority oversee how the Co-Developer discharges the Zone O&M Obligations, and help settle user charges in consultation with the Development Commissioner and the users.
- Carry out the Occupier Acquisition Plan: find and engage prospective occupiers, anchor tenants, GCC and GIC operators and IT/ITeS firms; prepare investor and occupier material; run roadshows, industry engagements and site visits; and support the Co-Developer’s own marketing without taking it over.
- Convert occupier interest into binding commitments — signed pre-lets, unit commitments or affiliate undertakings — strong enough to support the Co-Developer’s investment decision.
- **Unit approvals.** Advise prospective Units and the Co-Developer on the Form F application, what the Approval Committee looks for, the documents needed, and the Bond. Coordinate with the Development Commissioner and the Approval Committee to get applications listed and considered. Support the Unit from grant of the Form G Letter of Approval through lease or sub-lease signature and fit-out.

F. Operationalisation Support, Monitoring and Reporting

F.1 This block continues automatically. Scope Block F is part of the Assignment and is covered by the quoted fee. It continues automatically, without any further agreement or work order, from Financial Close until Operationalisation is achieved or the Operationalisation Deadline (as extended) is reached, whichever is earlier.

F.2 What the Transaction advisor/Consultant must do. It must:

- (i) run a programme dashboard and management information report, at the frequency set in Chapter 7, tracking development progress, the occupier pipeline, Unit approval status, employment, and the critical path to the Contractual Operationalisation Target Date;
- (ii) track each prospective Unit against the Target Date, and report slippage promptly with recommended corrective action;
- (iii) support each Unit from the Form G Letter of Approval, through fit-out, to the start of production;
- (iv) prepare the half-yearly progress reports that must go to the Government of India under the Letter of Approval;
- (v) advise the Authority if Operationalisation looks likely to be missed while the Letter of Approval is still valid — what follows, what can be done about it, and how and when to apply to the Board of Approval for an extension (an application that must be filed six months before expiry) — and prepare that application if the Authority so directs;
- (vi) maintain a project risk register, a project document repository and an occupier database, all to be handed over to the Authority at the end of the Assignment;
- (vii) prepare council resolutions, notes to the Local Administration Department, Government notes and briefing material as the Authority requires;
- (viii) coordinate with the Co-Developer to implement the approved development packages;
- (ix) help prepare sector-specific development, marketing and investment plans with the Co-Developer;
- (x) coordinate with Government departments, statutory authorities and utility agencies to obtain approvals and support on time. Facilitate review meetings, workshops, consultations and coordination forum; and
- (xi) monitor compliance with contractual obligations, development milestones and implementation schedules.

F.3 Investment promotion and business development. The Transaction advisor/Consultant must:

- prepare investment brochures, sector profiles, investor guides, project information memoranda, presentations, website content and other promotional material;
- identify prospective investors, anchor occupiers, export-oriented units and strategic partners;
- organise investor roadshows, business meetings, investment summits, site visits and stakeholder consultations;
- take forward investment proposals, Memoranda of Understanding, Letters of Intent, investment commitments and the onboarding of units; and
- support the Co-Developer in marketing the Zone and attracting investment into it.

The Transaction advisor/Consultant shall undertake any other activities incidental to successful implementation of the project as assigned by the Authority.

F.4 Reporting. The Transaction advisor/Consultant must submit the programme dashboard and management information report at the frequency set in Chapter 7, together with quarterly and annual progress reports. It must also prepare council notes, Government notes, policy briefs, presentations and review documents as the Authority requires.

F.5 Risk and knowledge management. The Transaction advisor/Consultant must identify project risks relating to investment, infrastructure, approvals and implementation, and prepare plans to manage them. It must maintain the project documentation, knowledge repositories and investor databases, and carry out other tasks incidental to implementing the project as the Authority may assign.

G. What is Not Included

The following are not part of the scope, and no bidder should assume them: detailed engineering or architectural design; construction supervision; statutory audit; appearing before courts or tribunals; and anything that requires the exercise of statutory or municipal discretion, which stays with the Authority at all times.

Chapter 3

3. How to Submit a Bid

3.1 Submit the bid in two covers on the e-procurement portal.

Cover 1 — Technical Bid. It must contain:

- (a) Form 1 — Letter of Submission of Proposal;
- (b) Form 2 — Particulars of the Bidder;
- (c) Form 4 — Self-Declaration of Non-Blacklisting and Non-Default;
- (d) Form 5 — Firm Experience, with one sheet for each assignment claimed under Clause 5.1, and all supporting documents;
- (e) Form 6 — a curriculum vitae for each Key Expert;
- (f) Form 8 — Undertaking on Conflict of Interest, Non-Engagement and Agency Commission;
- (g) proof of DEA Panel A empanelment, the board resolution or power of attorney, and audited accounts or a statutory auditor's certificate; and
- (h) proof of payment of the Earnest Money Deposit.

Cover 2 — Financial Bid. It must contain Form 7 and nothing else.

3.2 Prices go only in the Financial Bid. If any price, or anything that indicates a price, appears in the Technical Bid, that bid may be rejected.

3.3 The Authority will open the Financial Bid only of bidders who are eligible under Chapter 4 and who reach the minimum technical score under Chapter 5.

3.4 **Page limits.** The experience narrative supporting Form 5 must not exceed 20 pages. Each curriculum vitae must not exceed 5 pages. The presentation must not exceed 25 slides. Anything beyond these limits will not be read. Forms, certificates and supporting proof do not count towards these limits.

Chapter 4

4. Eligibility Criteria

A bid will go forward to technical evaluation only if the bidder meets every criterion below and submits the documents listed.

Clause	Criterion	Requirement	Documents required
4.1	DEA empanelment	The bidder must be a firm currently empanelled by the Department of Economic Affairs, Ministry of Finance, Government of India as a Transaction Adviser for PPP projects under Panel A. The empanelment must be valid on the last date for bid submission.	Copy of the valid DEA empanelment letter or notification showing Panel A empanelment
4.2	Authorisation	The bidder must submit a letter from its board, partnership firm or LLP authorising the signatory to sign the bid.	Board resolution or power of attorney authorising the signatory
4.3	Blacklisting and non-default	On the date of the bid, neither the bidder nor its associate may be barred or blacklisted by the Central Government, any State Government or Union Territory Administration, any Urban Local Body, statutory authority or public sector undertaking. In the last three years the bidder must not have failed to perform any agreement (as shown by a penalty, court order or arbitral award), must not have been removed from any assignment, and must not have had any agreement terminated for breach.	Self-declaration on the bidder's letterhead in Form 4
4.4	Financial standing	Average annual turnover of at least INR 6 crore over the last three financial years (FY 2023-24, FY 2024-25 and FY 2025-26), and positive net worth at the close of FY 2025-26.	Audited balance sheets and profit and loss accounts for the three financial years, or a certificate from the bidder's statutory auditor certifying turnover and net worth for those years
4.5	Sector experience	In the last ten financial years (FY 2016-17 onwards), the bidder must have completed at least one transaction advisor/Consultant assignment for a Special Economic Zone, IT park, industrial park, logistics park or similar land-based development project, where the estimated project cost was at least INR 100 crore and the transaction went as far as award of the concession or development rights to a private party.	Work order or contract, plus either a completion certificate from the client or a certificate of fees received signed by a statutory auditor, plus evidence of the award

Clause	Criterion	Requirement	Documents required
4.6	Conflict of interest	The bidder must declare that it is not disqualified by a conflict of interest under Chapter 14, and that neither it nor any of its proposed personnel prepared the terms of reference for this Assignment.	Undertaking in Form 8

Note 1. Bids by a consortium or joint venture are not allowed, and the Assignment may not be sub-contracted. The bidder may use sub-consultants and support staff under Clause 10.2, at its own cost and responsibility.

Note 2. The bidder does not need an office in Puducherry or in the Union Territory. Where a bidder's offices are located gives it neither an advantage nor a disadvantage.

Chapter 5

5. Technical Evaluation

Bidders found eligible under Chapter 4 will be scored out of 100 marks as follows.

Component	Marks
5.1 Firm Experience	50
5.2 Key Experts — CVs and interviews	25
5.3 Presentation	25
Total	100

5.1 Firm Experience (50 marks)

Sl.	Criterion and scoring	Marks
(a)	Feasibility studies, business plans, concept development reports or transaction structuring reports for Special Economic Zones, IT parks, IT/ITeS campuses, industrial parks, logistics parks or similar land-based development projects, completed in the last ten financial years, each with a consultancy fee of at least INR 1 crore (comprising of completed projects) • 1 to 2 assignments — 3 marks • 3 to 5 assignments — 6 marks • 6 or more assignments — 10 marks	10
(b)	Selection of a developer, co-developer, concessionaire or private partner, PPP transaction advisor/Consultant, or bid process management, for SEZs, IT parks, industrial parks or similar land-based infrastructure, completed in the last ten financial years. Each assignment must have gone as far as award of the concession or development rights, and each must have had an estimated project cost of at least INR 100 crore. • 1 assignment — 3 marks • 2 to 3 assignments — 6 marks • 4 or more assignments — 10 marks	10
(c)	Facilitating investment for SEZs, industrial parks, industrial corridors or investment regions of at least 10 acres, in the last ten financial years. Marks are awarded on the total investment facilitated: • INR 100 crore to below INR 250 crore — 3 marks • INR 250 crore to below INR 500 crore — 6 marks • INR 500 crore and above — 10 marks i) Minimum land area of 10 Acres may be demonstrated through a single project or cumulatively across multiple qualifying projects submitted under this criterion (ii) For this criterion, “investment facilitated” means investment that actually materialised through the signing of a Memorandum of Understanding, land	10

Sl.	Criterion and scoring	Marks
	allotment or lease, project grounding, start of implementation, or operationalisation of the project, and that is attributable to the bidder's work. It must be evidenced as set out in Note (f) below.	
(d)	IT/ITeS occupier and market advisory completed in the last seven financial years. This covers IT or commercial office demand and absorption studies, occupier or tenant representation, GCC or GIC location advisory, technology-campus or managed-office business planning, and IT park leasing advisory. In at least one of the assignments claimed, the bidder must have had a substantive, evidenced role in a concluded lease or pre-lease of IT/ITeS or office space of at least 25,000 sq ft. Market research, valuation or brokerage-listing work on its own does not count. • 1 to 2 assignments — 3 marks • 3 to 5 assignments — 6 marks • 6 or more assignments — 10 marks	10
(e)	Consultancy assignments completed for the Central Government, State Governments, industrial development corporations, SEZ authorities or statutory bodies, relating to industrial infrastructure or investment promotion, in the last ten financial years, each with a consultancy fee of at least INR 1 crore. • 1 to 2 assignments — 3 marks • 3 to 5 assignments — 6 marks • 6 or more assignments — 10 marks	10
	Total	50

Notes to Clause 5.1

(a) Submit documentary proof for every assignment claimed. An assignment without acceptable proof will not be counted.

(b) Give firm experience in Form 5, one sheet per assignment, in reverse chronological order.

(c) The last five financial years means FY 2021-22 to FY 2025-26. The last seven financial years means FY 2019-20 onwards. The last ten financial years means FY 2016-17 onwards.

(d) Only completed assignments count. An assignment is complete when every contracted deliverable has been submitted and accepted by the client, even if a retention payment is still outstanding. Ongoing assignments do not count under any criterion.

(e) The same assignment may be claimed under more than one criterion if it genuinely meets both, provided Form 5 lists every criterion it is claimed under. Within a single criterion, an assignment counts once only.

(f) Marks under criterion (c) will be given only against a certificate from the client department, authority or corporation, or against signed Memoranda of Understanding, allotment or lease documents, occupation or commissioning certificates, or other documentary proof of the investment claimed. The bidder's own certification will not be scored. Investment announcements and expressions of interest will not be counted unless supported by a signed document or a client certificate.

(g) Marks under criterion (e) will be given only against a completion certificate or an appreciation letter or similar certificate from the client department, authority or corporation, together with proof of the consultancy fee.

(h) The Authority may verify any claim itself and may ask the client to confirm it. A claim that cannot be verified will be ignored.

Documents required under Clause 5.1

(i) For every assignment claimed under criteria (a), (b), (d) and (e): the work order or contract, plus a completion certificate from the client that also states the payment made; or the work order or contract, plus a certificate from a Chartered Accountant or the bidder's statutory auditor confirming both that payment was received against the contract and that the assignment is complete.

(ii) Also, for criterion (b): proof that the transaction reached an award — the letter of award, concession agreement or equivalent — and proof of the estimated project cost.

(iii) Also, for criterion (d): for the lease or pre-lease relied on, the signed lease or pre-lease, or a client certificate stating the space demised and the bidder's role.

(iv) For criterion (c): the proof set out in Note (f) above.

(v) For criterion (e): the proof set out in Note (g) above.

5.2 Key Experts (25 marks)

The bidder must propose the six Key Experts below. The marks for each position are split between the CV, which is scored arithmetically with no discretion, and the interview, which is scored on the scale in Clause 5.3.

Sl.	Key Expert	Minimum qualification	Minimum experience	CV	Interview	Total
(a)	Team Leader (on-site)	Post-graduate degree or professional qualification — MBA, CA, CFA, LL.B, ME/M.Tech, B.Arch, M.Plan, MA (Economics) or equivalent	12 years in all, of which at least 8 in PPP, transaction advisor/Consultant or land-based development. Must have led an advisory team as Team Leader or Project Manager on at least 3 assignments of the kind described in Clause 5.1(a) or (b), at least 1 of which meets Clause 4.5.	3	3	6
(b)	IT/ITeS Occupier and Anchor-Tenant Specialist	Post-graduate degree or diploma, or MBA, in management, real estate, marketing or equivalent	8 years in all, of which at least 5 in IT-park or office leasing, occupier representation, GCC or technology-campus advisory, or managed-office development. Must have had a substantive, evidenced role in at least 1 concluded lease or pre-lease of IT/ITeS or office space of at least 25,000 sq ft. Market	3	2	5

Sl.	Key Expert	Minimum qualification	Minimum experience	CV	Interview	Total
			research, valuation or brokerage-listing work on its own does not count.			
(c)	Contract / Procurement and SEZ Expert (on-site)	Bachelor's degree in Law (LL.B.), with enrolment at a State Bar Council	10 years in all, of which at least 6 on concession, development, lease or implementation agreements for infrastructure or land-based projects. Must have drafted or vetted such agreements on at least 3 assignments. Must have a demonstrable working knowledge of the SEZ Act and Rules, including the Form A1 route and the Form F / Form G route.	2	2	4
(d)	Finance and PPP Structuring Expert	CA, CFA, MBA (Finance) or post-graduate degree in finance, economics or accountancy	8 years in all, of which at least 5 in financial modelling and PPP or project structuring. Must have been finance lead or equivalent on at least 2 assignments, at least 1 of which reached award of concession or development rights, or financial close.	2	2	4
(e)	Sector, Real-Estate and Urban Infrastructure Expert	Post-graduate degree or diploma in urban or regional planning, architecture, real estate, economics, infrastructure management or equivalent	8 years in all, of which at least 5 in demand assessment, market studies or business planning for IT parks, industrial estates, SEZs or commercial real estate. Must have led or co-authored the market or demand assessment on at least 3 such assignments.	2	1	3
(f)	Investment Promotion and Business Development Expert	MBA, PGDM or Master's degree in marketing, business administration, economics or equivalent, from a recognised	6 years of post-qualification professional experience in all, of which at least 4 in investment promotion, industrial promotion, investor facilitation or business development for industrial area development, including onboarding industrial units.	2	1	3

Sl.	Key Expert	Minimum qualification	Minimum experience	CV	Interview	Total
		university or institution				
	Total			12	13	25

Notes to Clause 5.2

(a) Give each CV in Form 6. Every page of every CV must be signed in ink by the individual and countersigned by the bidder's authorised signatory.

(b) Each proposed Key Expert must appear before the Evaluation Committee in person or by video conference as the Authority chooses. The interviews will normally be on the same day as the presentation. An expert who does not appear, without the Authority's prior written consent, scores zero on the interview for that position.

(c) The interview will assess one thing only: how deep, relevant and significant the individual's actual role was in the assignments claimed. Weight will be given to assignments of the kind described in Clause 4.5, and to assignments for Urban Local Bodies, State or Union Territory Governments or similar public sponsors in India.

(d) All six Key Experts must have a working command of English. The ability to work with Tamil-speaking stakeholders is desirable but is not scored.

(e) A CV scores zero for the position, with no further assessment, if: (i) the individual does not meet the minimum qualification or the minimum years stated above; (ii) the CV is unsigned or is a photocopy; (iii) the same individual is proposed for more than one position; (iv) the individual currently works for the Authority or the Government of Puducherry; or (v) the CV contains a material misstatement, in which case Chapter 22 also applies.

(f) Clause 10.1 governs any change of interviewed personnel after award.

5.3 Presentation (25 marks)

Each eligible bidder must make a technical presentation to the Evaluation Committee. Marks will be awarded as follows.

Sl.	Area	What the Committee is looking for	Marks
(a)	Understanding of the assignment	Grasp of the Authority's position as the first Urban Local Body Developer in India; of the SEZ framework (the minimum processing area, the non-processing area rules, the Form A1 co-developer route and the Form F / Form G Unit route); of the Operationalisation Deadline and the Contractual Operationalisation Target Date and what they mean for sequencing; and of the conditions in Clause 2.3	4
(b)	Approach and methodology	How sound and how specific the method is for each Scope Block; the structure of the financial model; the market assessment method; the approach to risk allocation and the obligations matrix; the approach to market outreach and consortium design; the minimum viable first phase; the staged pathway; and the Qualifying Operational Unit thresholds	10

Sl.	Area	What the Committee is looking for	Marks
(c)	Work plan and staffing	How realistic the work plan is against Chapter 7; whether the person-months in the staffing schedule are adequate; the on-site staffing arrangements; and quality assurance	4
(d)	Risks and how to manage them	Identification of the main transaction risks, dealing specifically with operationalisation risk and with the path to a first Qualifying Operational Unit within the Target Date	4
(e)	Quality of the presentation and of answers to the Committee		3
	Total		25

A bidder that does not make the presentation on the appointed date, without the Authority's prior written consent, scores zero under Clause 5.3.

A bidder scoring 60 or more out of 100 across Clauses 5.1, 5.2 and 5.3 is technically qualified. Only the Financial Bids of technically qualified bidders will be opened.

Chapter 6

6. How the Winning Bid Is Selected

- (a) The Transaction advisor/Consultant will be selected by Quality and Cost Based Selection (QCBS).
- (b) Technical proposals will be scored on the criteria in Chapter 5 and ranked by the marks obtained (the Technical Score). Only bidders with a Technical Score of 60 or more out of 100 will have their Financial Bid opened.
- (c) Financial bids will be evaluated only for technically qualified bidders. Bids will then be ranked on their combined technical and financial scores.
- (d) The criteria, sub-criteria and weightings in Chapter 5 are fixed before bids are opened and will not be changed afterwards.
- (e) The Authority may negotiate with the highest-ranked bidder if it considers this necessary, following the applicable Government instructions. Negotiations will not reduce the scope of services or the Key Expert team.
- (f) **If only one bid qualifies.** If only one bid is received, or only one bid is eligible under Chapter 4 and reaches the minimum technical score, the Authority may: (i) evaluate that bid and award the contract, if the bid is otherwise responsive and the price is reasonable when compared with an internal cost estimate recorded and sealed before the Financial Bid was opened; (ii) reject the bid; or (iii) start a fresh RFP process. The Authority will record its reasons for the course taken.
- (g) **Tie.** If two or more bidders get the same Composite Score, the bidder with the lower Evaluated Cost ranks higher.

6.1 Scoring Method

The Technical Proposal is weighted 80% and the Financial Proposal 20%. Scores are normalised as set out below, calculated to four decimal places and rounded at the fifth. The bidder with the highest Composite Score is ranked first and selected. The bidder with the second-highest Composite Score is kept in reserve.

Normalised Technical Score (NTS) = $TS / HTS \times 100$, where TS is the bidder's Technical Score and HTS is the highest Technical Score among qualified bidders.

Normalised Financial Score (NFS) = $LEC / EC \times 100$, where EC is the bidder's Evaluated Cost and LEC is the lowest Evaluated Cost among qualified bidders.

Composite Score (CS) = $(NTS \times 0.80) + (NFS \times 0.20)$

Example. Three bids are received. The Technical Scores are 74, 81 and 88, all above the minimum of 60.

- NTS of Bidder A: $74 / 88 \times 100 = 84.0909$
- NTS of Bidder B: $81 / 88 \times 100 = 92.0455$
- NTS of Bidder C: $88 / 88 \times 100 = 100.0000$

The Evaluated Costs are ₹115, ₹95 and ₹100.

- NFS of Bidder A: $95 / 115 \times 100 = 82.6087$
- NFS of Bidder B: $95 / 95 \times 100 = 100.0000$

- NFS of Bidder C: $95 / 100 \times 100 = 95.0000$

The Composite Scores are:

- Bidder A: $(84.0909 \times 0.80) + (82.6087 \times 0.20) = 83.7945$
- Bidder B: $(92.0455 \times 0.80) + (100.0000 \times 0.20) = 93.6364$
- Bidder C: $(100.0000 \times 0.80) + (95.0000 \times 0.20) = 99.0000$

Bidder C has the highest Composite Score and would be recommended for award, subject to negotiation if that is considered necessary.

Evaluated Cost. Quote the fee in two parts in Form 7. Part A is the fee for Deliverables D1 and D2, the pre-feasibility and transaction-readiness stage. Part B is the fee for Deliverables D3 to D8. The Evaluated Cost is Part A plus Part B. Part A must not exceed 20% of the total quote. If Part A is quoted above that limit, the excess will be ignored for evaluation, but the bidder remains bound by its total quote.

Chapter 7

7. Deliverables, Timeline and Payment

Code	Deliverable	Timeline	Payment
D1	Inception Report — approach, work plan, staffing schedule (including staffing for Scope Block F), data required, and the compliance calendar of the Authority's duties as Developer.	T + 1 month	5%
D2	Market Assessment, Transaction Readiness and Due Diligence Report — pre-feasibility assessment; site, and title due diligence; independent market study and demand assessment; approvals register including the Unit pathway; minimum built-up processing area and the site capacity test; and the minimum viable operationalisation strategy.	T + 3 months	15%
D3	Feasibility, Structuring and Bankability Report , with the Concept Development and Transaction Feasibility Report — financial model; recommended delivery model and SPV design; value-for-money and fiscal-commitments statement; obligations matrix; Qualifying Operational Unit thresholds; the land term sheet for the Co-Developer; and indicative zoning, phasing, block costs and output specifications.	T + 5 months	20%
D4	Co-Developer bid package issued to the market — RFQ, RFP and evaluation criteria; draft Development or Concession Agreement and Lease Deed; the staged pathway; and the Occupier Acquisition Plan.	T + 6 months	15%
D5	Co-Developer selected and approved — bid process completed, bid evaluation report, recommendation of the preferred bidder, the Form A1 application, and support through the Development Commissioner and the Board of Approval up to issue of the Letter of Award and the Co-Developer's Letter of Approval.	T + 9 months	5%
D6	Contracting, approvals and Financial Close — the Development or Concession Agreement and Lease Deed signed, conditions precedent satisfied, statutory approval support given, Financial Close reached, and the complete closing record delivered.	T + 10 months	5%
D7	Co-Developer mobilisation, occupier acquisition and first Unit onboarded — development milestones and infrastructure parameters monitored; Zone O&M arrangements overseen; the Occupier Acquisition Plan carried out; the first binding Unit commitment obtained (a signed pre-let, unit commitment or affiliate undertaking) together with the corresponding Unit Letter of Approval in Form G; and the Unit pipeline report.	T + 15 months	25%
D8	Operationalisation and project completion — support through fit-out and utility readiness to the start of production;	By the Contractual	10%

Code	Deliverable	Timeline	Payment
	the first Qualifying Operational Unit begins genuine authorised operations and the SEZ becomes operational; half-yearly progress reports submitted to the Government of India; final KPI dashboard and MIS; risk register closed out; and the project document repository and occupier database handed over. Risk Management Report, Knowledge Repository, Final Project Completion Report and recommendations for future expansion of the SEZ.	Operationalisation Target Date	
	Total		100%

Note. “T” means the date the Work Order is issued.

Regular reports. Besides the Deliverables above, the Transaction advisor/Consultant must submit the programme dashboard and management information report — monthly until Deliverable D7 is complete, and quarterly after that — together with the certified staffing statement required by Clause 10.2. These reports are not paid for separately. Failing to submit them is a breach for the purposes of Chapter 23.

How delay is counted. When deciding whether a Deliverable is late, the following periods are left out: (a) time the Authority takes to review and approve; (b) time given to prospective Co-Developers to submit qualifications, bids, clarifications or documents, and any extension of a bid due date; and (c) time taken by the Development Commissioner, the Approval Committee, the Board of Approval, the Government of Puducherry or any other statutory or regulatory authority to process an application, approval or consent. The Transaction advisor/Consultant must record each such period in the monthly report as it arises. For the same reason, the timelines for Deliverables D5 to D8 are indicative.

7.1 Payment Terms

(a) Payment is made against Deliverables. The Authority will release a payment only after it has received, reviewed and accepted the Deliverable in writing. A Deliverable is complete only when accepted in writing.

(b) Payment is linked to the milestones above. It is not linked to staff deployed, monthly resource cost or time spent.

(c) If the Authority has comments on a Deliverable, the Transaction advisor/Consultant must revise and resubmit it at no extra cost. The milestone payment will be released only after the revised Deliverable is accepted.

(d) Consultations, surveys, site visits, meetings, workshops, presentations, roadshows and coordination with Government departments, statutory authorities, the Co-Developer, occupiers and others are part of the Deliverables. Nothing extra is payable for them.

(e) For meetings, roadshows, investor outreach programmes, and related activities conducted outside Puducherry, travel expenses shall be reimbursed on actuals, subject to prior approval of the Authority for the proposed travel and related bookings. Boarding (food) and lodging (accommodation) expenses of Consultant personnel shall be reimbursed by the Authority, on submission of supporting bills, subject to ceiling of ₹3,000 per day of accommodation, and food at of ₹1,000 per day person.

(f) The quoted fee covers all professional fees, travel, boarding, lodging, local conveyance, documentation, software, report preparation, printing and every other incidental expense. GST is payable extra at the applicable rate. All statutory deductions, including tax deducted at source, apply.

- (g) No advance or mobilisation payment will be made.
- (h) Submit each Deliverable in three hard copies and in editable electronic form. Payment follows certification by the officer designated by the Authority.
- (i) **Review time.** The Authority will review each Deliverable and, within 10 working days of submission, either accept it in writing or send one consolidated set of comments. The Transaction advisor/Consultant must address the comments and resubmit within 7 working days, or within any other period the Authority agrees.
- (j) **When a submission counts as received.** Sending a submission does not by itself make it complete. If the Authority finds material omissions, non-compliance with the terms of reference, missing annexures, or a failure to act on directions already given, the review period starts only when the completed submission is received. The Authority will say so in writing within 3 working days of the original submission. The Authority will, so far as practicable, send its comments together through its designated nodal officer, and the Transaction advisor/Consultant need not act on comments received from anyone else.
- (k) **Deliverables that depend on others.** Deliverables D7 and D8 depend on the Co-Developer, on prospective Units and on statutory authorities. If the Transaction advisor/Consultant has done everything within its scope and control and the triggering event still has not happened by the due date, it may say so in a written representation to the Authority.
- (l) **How the Authority decides.** On receiving such a representation, the Authority will decide within 30 days whether the delay is the Transaction advisor/Consultant's fault. If it decides that it is not, it will release the milestone payment in full or in part, as it considers appropriate.
- (m) **Closing the Assignment early after Deliverable D2.** After considering Deliverable D2, the Authority may decide not to take the transaction forward, and may close the Assignment at that point by written notice. If it does, the Transaction advisor/Consultant is entitled to the Part A fee quoted in Form 7 for Deliverables D1 and D2, and to nothing else by way of payment, compensation or claim. The Performance Security will be released. Chapters 14, 15, 16, 19 and 20 continue to apply. This does not affect the Authority's right to terminate for convenience under Chapter 23.
- (n) The Transaction advisor/Consultant must keep performing its obligations under Scope Blocks E and F until the contract ends or is terminated, whether or not a milestone payment has been released.

7.2 Liquidated Damages and Penalties

- (a) **Late Deliverables:** In the event of delay of submission or acceptance of any deliverable beyond the stipulated timeline, Liquidated damages (LD) shall be levied at the rate of 0.5% of the payment value allocated to the respective deliverable for each week or part thereof of delay, subject to maximum of 10% of the payment value allocated to that deliverable, unless such delay is attributable to the Authority, including delaying approvals, incomplete data sharing, or delayed stakeholder coordination, in which case a corresponding extension of timelines shall be granted, or is otherwise condoned by the Authority.
- (b) **Breach of tender conditions.** A penalty of up to 1% of the contract value may be levied for each instance of not observing the tender conditions, up to 5% in total. This includes replacing a Key Expert without approval under Clause 10.1.
- (c) **Overall cap.** All liquidated damages and penalties under this Clause together will not exceed 7% of the contract value.
- (d) Liquidated damages under sub-clause (a) are the Authority's only monetary remedy for late submission of a Deliverable. They do not affect the Authority's right to terminate under

Chapter 23. Sub-clause (a) applies to late submission of a Deliverable. It does not apply where a triggering event has not occurred, which is dealt with under Clauses 7.1(j) and (k).

Chapter 8

8. Earnest Money Deposit

- (a) Each bidder must pay ₹1,00,000 (Rupees one lakh only) as Earnest Money Deposit, online, in favour of the Commissioner, Oulgaret Municipality, to the account given in Chapter 1. A bid without the Earnest Money Deposit will be rejected.
- (b) Upload proof of payment with the Technical Bid. A bid without this proof may be rejected.
- (c) The Earnest Money Deposit must be valid for 180 days from the last date for bid submission.
- (d) Unsuccessful bidders will get their Earnest Money Deposit back within 30 days of the contract being awarded and the Performance Security being received.
- (e) The successful bidder will get its Earnest Money Deposit back once it submits the Performance Security, or it may ask for it to be set off against the Performance Security.
- (f) No interest is payable on the Earnest Money Deposit.
- (g) The Earnest Money Deposit may be forfeited if: (i) the bidder withdraws its bid while the bid is still valid; (ii) the successful bidder fails to give the Performance Security or to sign the Agreement in time; or (iii) the bidder is found to have engaged in any practice described in Chapter 22.

Chapter 9

9. Performance Security

- (a) Within 15 days of receiving the Letter of Award, the successful bidder must give the Authority an unconditional and irrevocable bank guarantee from a Scheduled Bank, payable on demand, for performance of the Agreement. The bidder bears the cost.
- (b) The Performance Security must be 5% of the contract value. The bidder bears all incidental charges. It must stay valid for the whole Assignment, including operationalisation support under Scope Block F, plus a claim period of six months, and must be extended if the Assignment is extended. It may be released on final acceptance sign-off. No interest is payable on it.
- (c) The Performance Security may be forfeited, in whole or in part, in the situations set out in Chapter 23.
- (d) If the successful bidder is late in giving the Performance Security or in signing the Agreement, the Authority may forfeit the Earnest Money Deposit and invite the next-ranked bidder.

Chapter 10

10. Key Experts

10.1 Replacement of Key Experts

- (a) The Key Experts named in the Technical Bid and interviewed under Clause 5.2 must not be replaced during the contract, except in exceptional circumstances such as death, long illness, resignation, retirement or another reason genuinely beyond the Transaction advisor/Consultant's control.
- (b) Any replacement needs the Authority's written approval in advance.
- (c) A replacement must be as well qualified and as experienced as the person originally proposed, or better, and must meet every requirement in Clause 5.2. The Authority will assess the replacement, including by interview if it wishes. The replacement must join within 30 days of the vacancy arising.
- (d) If a proposed replacement is not approved, the Transaction advisor/Consultant must propose another within 15 days.
- (e) Replacing a Key Expert without written approval attracts the penalty in Clause 7.2(b) and may be treated as a material breach.
- (f) Replacing the Team Leader more than once during the contract will be treated as a material breach, unless the circumstances in sub-clause (a) apply.
- (g) The Authority may require the Transaction advisor/Consultant to replace any Key Expert whose performance is unsatisfactory, by written notice giving reasons.
- (h) The Transaction advisor/Consultant bears all costs of a replacement.

10.2 Minimum Deployment

- (a) The Team Leader and SEZ Expert must be on-site full time until Deliverable D7 is complete,
- (b) The Authority will provide office space rent free for the on-site staff. The Transaction advisor/Consultant bears the cost of equipment, connectivity and running costs. Bidders must price on this basis and must not include any cost for rented office premises in Puducherry.
- (c) The other Key Experts must be deployed as the relevant Deliverables require, and must be available whenever the Authority needs them.
- (d) The Team Leader must personally attend every review meeting called by the Authority, every meeting with the Development Commissioner and the Board of Approval, and the pre-bid conference and bid opening in the Co-Developer selection process, unless excused in writing.
- (e) The Transaction advisor/Consultant must deploy, at its own cost, whatever support staff and sub-consultants are needed. It must set out their deployment in the staffing schedule submitted with Deliverable D1, and that schedule is binding.
- (f) With each monthly report, the Transaction advisor/Consultant must submit a certified statement of the person-days actually worked by each Key Expert and by the support team.

Chapter 11

11. Changes to this RFP

At any time before the deadline for bid submission, or any extended deadline, the Authority may amend this RFP for any reason, either on its own or in response to queries from bidders. Amendments will be published on the e-procurement portal and will bind all bidders. The Authority, at its discretion, may also extend the deadline for bid submission.

Chapter 12

12. Online Submission

12.1 How to submit. Upload the bid documents electronically on the Public Procurement Portal of the Government of Puducherry, using a valid Digital Signature Certificate.

12.2 Registration. Enrol on the e-procurement module of the Public Procurement Portal of the Government of Puducherry at <http://www.pudutenders.gov.in>. For help with registration, call 0413-2233262.

12.3 Language. The bid, and all correspondence and documents relating to it, must be in English. Printed material in another language must come with an accurate English translation of the relevant passages, authenticated by the bidder. The English translation will prevail.

12.4 Preparing the bid. Take account of any corrigendum published before you submit. Read the RFP carefully so that you submit every document required. Deviations may lead to rejection.

12.5 Submitting the bid. Log in well in advance so that the bid is uploaded before the closing time; the bidder is responsible for any delay. Digitally sign and upload each document required by this RFP. Pay the Earnest Money Deposit as set out in Chapter 8. Submit the Financial Bid in Form 7 and in no other format. Bids received after the deadline will not be considered.

12.6 Queries. Send queries about this RFP to the Tender Inviting Authority in the format in Form 3, by e-mail to om@py.gov.in, on or before the date given in Chapter 1. Quote the RFP reference number in all correspondence. Information about the evaluation will not be disclosed to bidders, or to anyone not officially concerned, until the award is announced.

Chapter 13

13 Arbitration

- a) If any dispute, difference, question or disagreement shall at any time arise, hereafter, between the parties hereto or the respective representatives or assignees in connection with or arising out of the contract, the sole arbitrator shall be appointed by mutual consent of the parties. Failing such agreement, appointment shall be made in accordance with the Arbitration and Conciliation Act, 1996.
- b) It is also a term of the contract that the contractor shall not stop the work under this contract and work shall continue as expected to continue whether the arbitration proceedings have commenced or not.
- c) The Venue of the arbitration shall be at Puducherry. Subject to as aforesaid, the provisions of the Indian Arbitration Act, 1996 and any statutory modifications or re-enactments thereof and rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause.

Chapter 14

14. Conflict of Interest

- (a) The Transaction advisor/Consultant must give professional, objective and impartial advice at all times. It must put the Authority's interests first, and must not be influenced by the prospect of future work or by any other interest.
- (b) During the contract, and for two years after it ends, neither the Transaction advisor/Consultant nor its affiliates, associates, Key Experts or personnel may, directly or indirectly, provide any consultancy, advisory, transaction advisor/Consultant, project management, financial, engineering, marketing or other professional service to the Co-Developer selected, recommended or identified under this Assignment, or to any Unit onboarded under it, without the Authority's written approval in advance.
- (c) In particular, the Transaction advisor/Consultant must not:
 - (i) represent, advise or assist any prospective Co-Developer, developer, investor, contractor, consortium member or bidder taking part in any procurement arising from this Assignment;
 - (ii) bid, directly or indirectly, for any procurement, concession or project for which it has prepared feasibility studies, bid documents, evaluation criteria or transaction documents under this Assignment;
 - (iii) hold or acquire any direct or indirect debt or equity interest in the Co-Developer, in any prospective Co-Developer, or in the project;
 - (iv) accept an engagement to rate or appraise the project for any lender or investor; or
 - (v) do anything that creates an actual, potential or perceived conflict with the Authority's interests.
- (d) The Transaction advisor/Consultant must disclose any actual, potential or perceived conflict of interest in writing immediately.
- (e) The Authority will decide whether the conflict materially affects the Assignment. It may require steps to manage the conflict, require personnel to be replaced, or terminate the contract.
- (f) Failing to disclose a conflict of interest is a material breach.
- (g) Submit the undertaking in Form 8 with the Technical Bid, and renew it every year during the contract.

Chapter 15

15. Confidentiality

- (a) The Transaction advisor/Consultant must keep confidential all information, documents, reports, drawings, financial information, Government records, council resolutions, project data, bidder information, occupier and investor information and any other material it obtains during the Assignment.
- (b) It must not disclose, publish, reproduce, transfer or use confidential information for any purpose other than performing the services, without the Authority's written approval in advance.
- (c) These duties apply equally to its employees, experts, sub-consultants, associates and representatives. Each of them must sign the Deed of Confidentiality annexed to the Agreement.
- (d) When the Assignment is completed or terminated, the Transaction advisor/Consultant must return all documents, records, electronic data, databases and confidential material, and must not keep copies except where the law or professional regulation requires it.
- (e) These duties continue for five years after completion or termination.
- (f) Duties in respect of information submitted by bidders during the Co-Developer selection process continue indefinitely.
- (g) Notwithstanding anything to the contrary, The Transaction advisor/Consultant may retain sufficient documentation as part of our professional records to support and evidence the work performed by us. Such retention shall be subject to obligations of confidentiality mentioned herein.

Chapter 16

16. Ownership of Work

- (a) All reports, feasibility studies, concept plans, drawings, layouts, financial models, GIS data, databases, marketing and investor material, presentations, procurement and transaction documents, manuals, photographs, knowledge products and other Deliverables prepared under this Assignment belong to the Authority.
- (b) The Transaction advisor/Consultant must assign to the Authority all intellectual property rights, including copyright, in all Deliverables.
- (c) It must not use, reproduce, publish or distribute any Deliverable without the Authority's written approval in advance.
- (d) It may keep its own methodologies, templates, analytical tools and know-how developed independently of this Assignment, provided this does not restrict the Authority's free use of the Deliverables.
- (e) The Authority has an irrevocable, perpetual, royalty-free, worldwide right to use, modify, reproduce and distribute all Deliverables.
- (f) The financial model prepared under Deliverable D3 must be delivered in its native format, fully unlocked and unprotected, with all formulae, assumptions and links intact and documented, and with a user note good enough to let the Authority or a later adviser run and amend it.

Chapter 17

17. Force Majeure

A Force Majeure Event means any of the following events or circumstances, or their consequences, where they materially and adversely affect the ability of the party claiming force majeure (the affected party) to perform its obligations, in whole or in part:

- (a) acts of God or nature, storm, cyclone, flood, landslide, or fire starting from a source outside the project;
- (b) radioactive contamination or ionising radiation;
- (c) epidemic or famine;
- (d) strikes, boycotts or other labour unrest that interrupt supplies and services, but not strikes or boycotts by the affected party's own employees, agents or representatives, or caused by anything they do or fail to do;
- (e) war, whether declared or not, invasion, armed conflict, act of a foreign enemy, blockade, embargo, revolution, riot, rebellion, insurrection, terrorist or military action, nuclear blast or explosion, politically motivated sabotage, or civil commotion.

A change in the law, tax or policy regime for Special Economic Zones is not by itself a Force Majeure Event. It will be dealt with under Clauses 7.1(j) and (k) and, if it is material, by changing the scope of work by agreement.

Chapter 18

18. Notice of a Force Majeure Event

The affected party must give the other party written notice of a Force Majeure Event as soon as it arises, or as soon as reasonably practicable, and in any case within 7 days. The notice must say what effect the event has had or is likely to have on performance, and must give full particulars of:

- (a) the nature of the event, when it occurred and how extensive it is, with evidence;
- (b) how long it has lasted or is expected to last, and its actual or likely effect; and
- (c) the affected party's ability to perform its obligations.

Termination for Force Majeure. If a Force Majeure Event lasts, or the parties reasonably expect it to last, beyond 180 days, they may agree to terminate the contract or to continue it on revised terms they agree.

Chapter 19

19. Limitation of Liability

The Authority will not recover from the Transaction advisor/Consultant — in contract, in tort, under statute or otherwise — any amount for loss of profit, loss of data, loss of goodwill, or any consequential, incidental, indirect, punitive or special damages, in connection with claims arising out of the contract or relating to the services. This applies whether or not such loss was foreseeable.

The Transaction advisor/Consultant's total liability — in contract, in tort, and including its indemnity obligations — in connection with claims arising out of the contract or relating to the services will not exceed two times the total fee payable under the contract.

This limitation does not apply to fraud, wilful misconduct, gross negligence, breach of confidentiality, or infringement of intellectual property rights.

The Transaction advisor/Consultant must take out and maintain professional indemnity insurance of at least two times the contract value, valid from the date of award until three years after the Assignment ends. It must give the Authority evidence of this insurance within 30 days of the Work Order and every year after that.

Chapter 20

20. Indemnity

The Transaction advisor/Consultant must indemnify the Authority against any cost, loss, damage, expense, claim (including a third-party claim) or liability of any kind, including claims about patents, copyright, trademarks and trade secrets, arising during or after the contract period out of:

- (a) negligence or any wrongful act or omission by the Transaction advisor/Consultant, its team, or any agency or third party it engages, in connection with the contract; or
- (b) any breach of its bid as accepted, of this RFP, or of the contract, by the Transaction advisor/Consultant, its team, or any agency or third party it engages.

This indemnity is subject to the limitation of liability in Chapter 19, except for the matters carved out of that limitation.

Chapter 21

21. Award of Contract

21.1 Right to accept or reject. The Authority may accept or reject any bid, and may cancel the bid process and reject all bids, at any time before award. It will not incur any liability to affected bidders and need not tell them why.

21.2 Letter of Award. Before the bid validity period expires, the Authority will notify the successful bidder in writing, by a Letter of Award, that its bid has been accepted.

21.3 Performance Security and Agreement. Within 15 days of the Letter of Award, the successful bidder must give the Performance Security under Chapter 9 and sign the Agreement at Annexure I. The Authority will then issue the Work Order.

21.4 Accepting the Work Order. The successful bidder must accept the Work Order on its letterhead, signed by an authorised signatory, within the time stated in the Work Order.

21.5 If the successful bidder will not accept the terms. If the successful bidder does not accept the draft Agreement and the terms of this RFP, that is sufficient ground to cancel the award. The Authority may then award the contract to the next-ranked bidder or call for fresh bids, and may forfeit the Earnest Money Deposit.

Chapter 22

22. Fraud and Corrupt Practices

The bidder and its officers, employees, agents and advisers must observe the highest ethical standards during the bid process, after the Letter of Award is issued, and throughout the Agreement.

If the Authority determines that the bidder has engaged, directly or indirectly or through an agent, in a corrupt, fraudulent, coercive, undesirable or restrictive practice, the Authority may reject the bid, withdraw the Letter of Award or terminate the Agreement, without any liability. In that case the Authority may also forfeit and appropriate the Earnest Money Deposit or the Performance Security, as the case may be, as liquidated damages. This does not affect any other right or remedy. A bidder found to have done any of these things may not take part in any tender issued by the Authority for two years from the date of that finding.

In this Chapter:

- (a) **corrupt practice** means (i) offering, giving, receiving or soliciting, directly or indirectly, anything of value in order to influence the actions of any person connected with the bid process, or (ii) acting contrary to the applicable anti-bribery or anti-corruption laws. Offering employment to, or engaging, directly or indirectly, any official of the Authority who is or has been connected with the bid process or has dealt with matters concerning the Agreement, within one year of that official leaving the Authority's service, counts as influencing the actions of a person connected with the bid process;
- (b) **fraudulent practice** means misrepresenting, omitting, suppressing or partly disclosing facts in order to influence the bid process;
- (c) **coercive practice** means harming or threatening to harm, directly or indirectly, any person or property in order to influence anyone's participation or action in the bid process;
- (d) **undesirable practice** means (i) contacting any person connected with or employed by the Authority in order to canvass, lobby or otherwise influence the bid process, or (ii) having a conflict of interest; and
- (e) **restrictive practice** means forming a cartel, or reaching any understanding or arrangement among bidders, to restrict or manipulate full and fair competition in the bid process.

Disclose in Form 8 any commission, gratuity or fee paid or payable to any agent in connection with this bid.

Chapter 23

23. Termination

The Authority may terminate the contract if:

- (a) the Transaction advisor/Consultant becomes insolvent or goes into compulsory liquidation;
- (b) in the Authority's judgment, the Transaction advisor/Consultant has engaged in a corrupt or fraudulent practice in bidding for or performing the contract;
- (c) the Transaction advisor/Consultant makes a false statement that materially affects the Authority's rights, obligations or interests;
- (d) the Transaction advisor/Consultant puts itself in a position of conflict of interest, or does not disclose a conflict of interest promptly;
- (e) the Transaction advisor/Consultant fails to deliver any of the services within the time specified, counted as set out in Chapter 7;
- (f) the Transaction advisor/Consultant deploys people who do not have the skills, experience or expertise this RFP leads the Authority to expect, or is in breach of Chapter 10;
- (g) the Transaction advisor/Consultant fails to submit the regular reports or the certified staffing statement required by Chapter 7 and Clause 10.2;
- (h) the Transaction advisor/Consultant does not furnish the Performance Bank Guarantee or execute the Contract Agreement within stipulated time.
- (i) the Transaction advisor/Consultant fails to perform any other obligation under the contract or the Work Order.

In any of these situations, if the Transaction advisor/Consultant does not put matters right within 30 days of a default notice, or within any longer period the Authority allows in writing, the Authority may terminate the contract in whole or in part. The Authority may then engage another firm for similar services on whatever terms it thinks appropriate, and the defaulting Transaction advisor/Consultant must compensate the Authority for the extra cost of completing the work, subject to Chapter 19.

Termination for convenience. The Authority may terminate the contract for convenience on 60 days' written notice. If it does, the Transaction advisor/Consultant will be paid for every Deliverable accepted, plus a pro-rated amount for work it can demonstrate on the Deliverable then in progress, as assessed by the Authority. Nothing else is payable. Closing the Assignment early under Clause 7.1(l) does not affect this right.

What happens on termination. However the contract ends, the Transaction advisor/Consultant must hand over all Deliverables, working papers, financial models, data, correspondence and records to the Authority within 30 days. Chapters 14, 15, 16, 19 and 20 continue to apply.

Chapter 24

24. Forms

- Form 1 — Letter of Submission of Proposal
- Form 2 — Particulars of the Bidder
- Form 3 — Pre-Bid Query Format
- Form 4 — Self-Declaration of Non-Blacklisting and Non-Default
- Form 5 — Firm Experience
- Form 6 — Curriculum Vitae of a Key Expert
- Form 7 — Financial Proposal
- Form 8 — Undertaking on Conflict of Interest, Non-Engagement and Agency Commission

Form 1 — Letter of Submission of Proposal

To,

The Commissioner, Oulgaret Municipality, 2, Jawahar Nagar Main Road, Reddiyarpalayam, Puducherry – 605 005

Subject: Selection of a Transaction advisor/Consultant for the development and operationalisation of the IT/ITeS SEZ at Thattanchavady.

Dear Sir,

1. With reference to your RFP No. [●] dated [●], we submit our Proposal. We have examined the RFP, the draft Agreement at Annexure I and every corrigendum issued, and we understand them. This Proposal is unconditional.
2. All information in this Proposal and its annexures is true and correct.
3. We are currently empanelled with the Department of Economic Affairs, Ministry of Finance, Government of India under Panel A, and that empanelment is valid on the date of this submission.
4. We accept the payment schedule in Chapter 7, including the conditions attached to Deliverables D7 and D8, and our quoted fee takes account of them.
5. We accept the draft Agreement at Annexure I without deviation.
6. We understand that the Authority may cancel this selection process at any time, that it need not accept any Proposal, and that it incurs no liability in doing so.
7. We are not a member of, and are not associated with, any other firm submitting a Proposal for this Assignment.
8. We agree to abide by all the terms and conditions of this RFP.

Yours faithfully,

Signature: _____

Name of the bidder: _____

Name and title of signatory: _____

E-mail and telephone: _____

Date and place: _____

Form 2 — Particulars of the Bidder

Sl.	Item	Details
1	Name of the bidder	
2	Registered office address	
3	Legal status (company, LLP or partnership) and registration number	
4	PAN	
5	GSTIN	
6	DEA Panel A empanelment reference and validity	
7	Year established, and a brief profile	
8	Contact person — name	
9	Contact person — designation	
10	Contact person — mobile	
11	Contact person — e-mail (anything sent to this address is treated as received by the bidder)	
12	Contact person — postal address	

Signature of authorised signatory: _____

Name and title: _____

Form 3 — Pre-Bid Query Format

E-mail queries to om@py.gov.in on or before [●]. Queries received after that date, or in any other format, will not be entertained.

Sl.	Page	Chapter	Clause	Existing text	Query or suggested change, and why

Form 4 — Self-Declaration of Non-Blacklisting and Non-Default

We, <<name of bidder>>, with our registered office at <<address>>, declare that:

- no court has barred us from taking part in this kind of activity;
- on the date of this bid, we are not barred or blacklisted by the Central Government, any State Government or Union Territory Administration, any Urban Local Body, statutory authority or public sector undertaking;
- on the date of this bid, no blacklisting or debarment proceedings are pending against us;
- in the last three years we have not failed to perform any agreement (as shown by a penalty, court order or arbitral award), have not been removed from any assignment, and have not had any agreement terminated for breach; and
- all information in this Proposal is true to the best of our knowledge on the date of submission.

Signature of authorised representative: _____

Name and designation: _____

Seal: Date: _____

Form 5 — Firm Experience

Use one sheet for each assignment claimed under Clause 5.1. Arrange the sheets in reverse chronological order. Attach the documentary proof to each sheet.

Item	Details
Assignment name	
Criterion or criteria of Clause 5.1 claimed (a / b / c / d / e)	
Client name and address	
Client reference contact — name, designation, telephone, e-mail	
Country and location	
Value of the consultancy contract (₹)	
Amount received against the contract (₹)	
Estimated project cost of the underlying project (₹) — needed if claimed under (b)	
Start date (month and year)	
Completion date (month and year)	
Status — completed or ongoing	
Did the transaction reach the award of the concession or development rights? — needed if claimed under (b)	
Description of the project	
Description of the services the bidder actually provided	
If claimed under (c): the investment facilitated, and the proof relied on under Clause 5.1 Note (f)	
If claimed under (d): the concluded lease or pre-lease relied on, including the area demised	
If claimed under (e): the client certificate relied on under Clause 5.1 Note (g)	
Did any Key Expert proposed for this Assignment work on this assignment, and in what role?	
Documentary proof enclosed (list)	

Instructions

- Every assignment claimed must be supported by the documentary proof required by Clause 5.1. Unsupported claims will be ignored.
- If an assignment is claimed under more than one criterion, list every criterion. See Clause 5.1 Note (e).

- The supporting narrative for all assignments together must not exceed 20 pages.

Form 6 — Curriculum Vitae of a Key Expert

Position proposed (see Clause 5.2): _____

Sl.	Item	Details
1	Name	
2	Date of birth and age	
3	Nationality	
4	Date of joining the bidder	
5	Total years of post-qualification experience	
6	Total years of relevant experience, as defined for the proposed position	
7	Mobile, e-mail and base location	

Education

Sl.	Degree and specialisation	Year	Institution
8.1			
8.2			

Professional enrolment (required for the Contract/Procurement and SEZ Expert): Bar Council and enrolment number: _____**Employment**

Sl.	Employer	From	To	Position held
9.1				
9.2				

Languages: _____

Assignments relied on for the proposed position*Repeat this table for each assignment. Give at least three assignments for positions (a) to (e).*

Item	Details
Assignment name	
Client	
Location	
Who employed the individual at the time	
Position held, and the role actually played	
Scope of the assignment	

Item	Details
Tasks delivered by the team	
Tasks delivered personally by this individual	
Start and end (month and year); completed or ongoing	
Is this assignment also claimed by the bidder under Clause 5.1, and under which criterion?	

Certificate. I certify that this curriculum vitae correctly describes my qualifications and experience, that I am employed by the bidder on the date of this Proposal, that I am available to work on this Assignment as required by Clauses 5.2 and 10.2, and that I will attend the interview under Clause 5.2 Note (b).

Signature of the Key Expert: _____ Date: _____

Countersigned by the bidder's authorised signatory: _____

Every page of this Form must be signed in ink by the individual. A photocopied or unsigned CV scores zero under Clause 5.2 Note (e).

Form 7 — Financial Proposal

To, The Commissioner, Oulgaret Municipality.

We, <<name of bidder>>, offer to provide the services and deliver the scope set out in RFP No. [●] dated [●].

Sl. No.	Item Description	Qty.	Units	Basic Rate in fig.	GST (if applicable in%)	GST Amt.	Total Amt.(including Taxes)	Total Amt in words
1	Fee for Deliverables D1 and D2 (pre-feasibility and transaction readiness). Must not exceed 20% of the total quote.							
2	Fee for Deliverables D3 to D8, including operationalisation support under Scope Block F							
	Total including GST							

Declarations

1. Our quoted fee covers all professional fees, travel, boarding, lodging, local conveyance, documentation, software, report preparation, printing and every other incidental expense needed to carry out the Assignment, as required by Clause 7.1(e).
2. We have not included any cost for rented office premises in Puducherry, because the Authority will provide office space rent free under Clause 10.2(b).
3. Our fee is a firm lump sum for the whole scope, including operationalisation support under Scope Block F. It is not linked to staff deployed or time spent.
4. We accept the payment schedule in Chapter 7, including the conditions attached to Deliverables D7 and D8, and our quoted fee takes account of them.
5. We accept that the Authority may close the Assignment early at the end of Deliverable D2 under Clause 7.1(l), in which case we are entitled only to Part A.
6. This Financial Proposal is valid for 180 days from the last date for bid submission.

Signature of authorised signatory: _____

Name and title: _____ Date and place:

Form 8 — Undertaking on Conflict of Interest, Non-Engagement and Agency Commission

We, <<name of bidder>>, in connection with our Proposal for this Assignment, undertake and declare that:

1. on the date of this undertaking we have no actual, potential or perceived conflict of interest of the kind described in Chapter 14;
2. neither we, nor any of our affiliates or associates, nor any Key Expert we have proposed, is currently engaged by, or in discussions for engagement with, any entity we reasonably expect to take part as a Co-Developer, or as a member of a Co-Developer consortium, in the procurement to be run under this Assignment;
3. we hold no direct or indirect debt or equity interest in the project or in any entity referred to at (2) above, and we are not engaged to rate or appraise the project for any lender or investor;
4. neither we nor any of our proposed personnel prepared the terms of reference for this Assignment;
5. if selected, we will not, during the contract or for two years after it ends, provide any professional service to the Co-Developer selected under this Assignment, or to any Unit onboarded under it, without the Authority's written approval in advance;
6. we will disclose in writing, immediately, any actual, potential or perceived conflict of interest that arises at any time, and we will renew this undertaking every year during the contract;
7. we have not paid, and will not pay, any commission, gratuity or fee to any agent in connection with this bid, except as disclosed below; and
8. we understand that failing to disclose a conflict of interest is a material breach, and may lead to termination and forfeiture of the Performance Security.

Details of any agency commission (write "Nil" if there is none): _____

Signature of authorised signatory: _____

Name and title: _____ Date and place:

Guidance Note on Conflict of Interest

For Chapter 14 and Form 8, the following are examples of a conflict of interest. The list is illustrative, not exhaustive.

- the bidder, or a group company of the bidder, is advising a firm that may bid as Co-Developer, or is in discussions to advise one;
- the bidder, or a group company, holds a debt or equity interest in the project or in a prospective Co-Developer, or is considering taking one;
- the bidder is engaged to rate or appraise the project for a lender or investor;
- a proposed Key Expert owns part of a prospective Co-Developer, or is a director or employee of one;
- an affiliate of the bidder is a prospective occupier negotiating for space in the Zone; or
- the bidder prepared any part of the terms of reference for this Assignment.

If a situation is unclear, disclose it and let the Authority decide whether it is material. Disclosing a situation does not by itself disqualify a bidder. Failing to disclose one does.