



## Request for Proposal

The **Department of Tourism, Government of Puducherry** has decided to develop various tourist attractions/infrastructures collectively as a "Special Tourism Zone" at Manapet in Puducherry through Public Private Partnership on a Design, Build, Finance, Operate and Transfer (**DBFOT**) basis.

The **Department of Tourism, Government of Puducherry**, invites Proposal from reputed consultancy firms for preparation of Techno-Financial Feasibility Report and Bid Process Management including preparation of Concession Agreement and project supervision during execution for developing a "Special Tourism Zone at Manapet in Puducherry".

The following shall be the eligibility criteria for submitting the RFP/Bid document.

The Companies should have

1. minimum of ten years of consultancy experience.
2. a minimum average turn over of INR 5 crores per annum for consultancy services over the last three years.
3. strong consulting and evaluation team with at least 10 dedicated individuals from diversified backgrounds.
4. sound experience in consultancy work for infrastructure projects under PPP.
5. experience in consultancy for large integrated tourism projects.
6. experience in preparation of Techno-Commercial Feasibility Reports for Infrastructure projects having a value of not less than Rs.100.00 crores each.

Consulting companies interested in the above consultancy work and meeting the criteria may submit the following :

1. Application form on or before 19.07.2010
2. Request for Proposal/Bid Document on or before 05.08.2010

The Application Form and RFP/Bid Document may be downloaded from the home page of our official website <http://tourism.puducherry.gov.in> and be submitted to the Director (Tourism), Government of Puducherry, No.40, Goubert Avenue, Puducherry – 605 001, Ph : 0413- 2333590, Fax : 0413 – 2221022 on or before the dates mentioned above.

**P.MATHEW SAMUEL**  
**DIRECTOR OF TOURISM**

**Application form to express interest for the consultancy work of preparation of Techno-Financial Feasibility Report, Bid Process Management and Project Supervision for the PPP project "Special Tourism Zone at Manapet, Puducherry"**

1. Name of the firm :
2. If it is a consortium the lead member for this consultancy. :
3. Postal address of the firm :
  
4. Ph. No., Fax. No. and email :
5. Year of establishment :
6. No. of years in the consultancy field :
7. Turnover for the last three years :  
2009-10  
2008-09  
2007-08
8. Name telephone no/email of contact person for the assignment :
9. No. of Employees with details :
10. Details of Tourism projects handled : (please enclose separate sheet)
11. Details of PPP project handled : (please enclose separate sheet)

**Declaration**

The details furnished above are true and hereby we expressed our interest to undertake the consultancy work for the project "Special Tourism Zone at Manapet, Puducherry".

Signature of the authorized representative  
Name :  
Designation :



**GOVERNMENT OF PUDUCHERRY  
DEPARTMENT OF TOURISM**

**REQUEST FOR PROPOSAL  
(BID DOCUMENT)**

Selection of consultant for  
Preparation of Techno-Financial Feasibility report  
& Bid Process Management  
for

**Special Tourism Zone**  
at Manapet, Puducherry

Date : 07.07.2010

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## 1. Background of the proposal

1.1 Tourism is emerging as the largest industry for generating employment and a powerful vehicle for economic growth all over the world. Tourism in the U.T of Puducherry is the most thriving industry and this may be seen from the growth of tourist arrivals. Creating quality tourism attractions will definitely boost the economy of the State. Therefore, the **Department of Tourism, Government of Puducherry** hereinafter referred as "**AUTHORITY**" has acquired private land to an extent of 36H 21A 20Ca (87 acres) at Manapet Revenue Village in Puducherry and nearly 8H-87A-80Ca (22 acres) of Government Poromboke land is being transferred to the Authority, totally approximately 110 acres.

1.2 The Authority has decided to develop various tourist attractions/infrastructures collectively called the "Special Tourism Zone" (the "**Project**") at the land acquired through Public Private Partnership (the "**PPP**") mode on the Design, Build, Finance, Operate and Transfer (the "**DBFOT**") basis.

1.3 With a view to inviting bids for the Project, the Authority has decided to conduct a feasibility study for determining the technical feasibility and financial viability of the Project. If found technically feasible and financially viable, the Project may be awarded on DBFOT basis to a private entity (the "**Concessionaire**") selected through a competitive bidding process. The Project would be implemented in accordance with the terms and conditions stated in the concession agreement to be entered into between the Authority and the Concessionaire (the "**Concession Agreement**").

1.4 In pursuance of the above, the Authority has decided to carry out the process for selection of a Consultant for preparation of Techno-Financial Feasibility Report and Bid Process Management including preparation of Concession Agreement and project supervision during the execution in accordance with the Terms of Reference specified at Schedule-1 (the "**TOR**").

1.5 The Project Brief and Site Map is provided in the Annexure-I

### 1.6. Request for Proposal

The Authority invites Proposals (the "**Proposals**") for selection of a Consultant (the "**Consultant**") those are fulfilling the following criteria and who has expertise in the field of preparation of Techno-Feasibility Report and Bid Process Management for development of the Project in conformity with the TOR (collectively the "**Consultancy**").

7. Company with minimum of ten years of consultancy experience.
8. Company with a minimum average turn over of INR 5 crores per annum in the consultancy services over the last three years.
9. Company with a strong consulting and evaluation team with at least 10 dedicated individuals from diversified backgrounds.
10. The Company with sound experience on the consultancy work in infrastructure projects under PPP.
11. The Company with experience in consultancy on tourism projects.

12. The Company with experience in preparation of Techno-Commercial Feasibility Report for the infrastructure project not less than Rs.100.00 crores.

The Authority intends to select the Consultant through [an open competitive bidding process] in accordance with the procedure set out herein.

## **2. DISCLAIMER**

2.1. The information contained in this Request for Proposal document (“RFP”) or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

2.2. This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of the RFP is to provide information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each and every party who reads or uses this RFP. The information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the information contained in this RFP and obtain independent advice from appropriate sources.

2.3. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

2.4. The issue of this RFP does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

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

## **3. INSTRUCTIONS TO APPLICANTS**

### **A. GENERAL**

#### **3.1. Scope of Proposal**

3.1.1. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP. Applicants are advised that the selection of Consultant shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority's decisions are without any right of appeal whatsoever.

3.1.2. The Applicant shall submit its Proposal in the form and manner specified in this RFP. The Technical proposal shall be submitted in the form at Schedule 2 and the Financial Proposal shall be submitted in the form at Schedule 3. Upon selection, the Applicant shall be required to enter into an agreement with the Authority in the form specified at Schedule-4.

### 3.2. Due diligence by Applicants

Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority and the Project site(s), sending written queries to the Authority on the date and time specified in Clause 3.7.

### 3.3. Validity of the Proposal

The Proposal shall be valid for a period of not less than 90 days from the Proposal Due Date (the "PDD" – 05.08.2010).

### 3.4. Key Personnel

The Consultancy Team shall consist of the following key personnel (the "Key Personnel") who shall discharge their respective responsibilities as specified below:

Key Personnel	<b>Team Leader.</b>
Educational Qualification	M.Tech or CA or MBA or Graduate in law
Essential Experience	He/She should have sound experience in leading project teams have an overall view and perspective of projects and experience in infrastructure projects
Job responsibilities	He/She will lead, coordinate and supervise the multi-disciplinary team, will guide the team in arriving at solutions within the constraints specified in the TOR. Assisting the Authority in all matters related to the project.

Key Personnel	<b>Financial Analyst</b>
Educational Qualification	MBA (Finance) or Chartered Accountant or Post Graduate in Commerce or Equivalent.
Essential Experience	5 years in financial analysis and modeling/ structuring of infrastructure projects, especially in PPP model.
Job responsibilities	He/She will be responsible for financial analysis and Revenue modeling of the project and preparation of bid documents. Assisting the Authority during the selection of investor.

Key Personnel	<b>Legal Advisor</b>
Educational Qualification	Graduate in Law
Essential Experience	Minimum 7 years experience in Legal Advisory services relating to infrastructure projects, especially in PPP model.
Job responsibilities	He/She will be responsible for preparation of bid documents, drafting the Concession Agreement for the project.

Key Personnel	<b>Engineer/Architect.</b>
Educational Qualification	Graduate in Civil Engineering or Architecture
Essential Experience	Minimum 5 years experience in analyzing site condition, infrastructure planning and designing of infrastructure requirements and support services.
Job responsibilities	He/She will be responsible for preliminary designing and layout planning and preparation of indicative Bill of Quantity.

Key Personnel	<b>Surveyor</b>
Educational Qualification	Degree/Diploma Civil Engineering or equivalent
Essential Experience	Minimum 3 years experience in surveys in infrastructure projects.
Job responsibilities	He/She will be responsible for all kind of surveys i.e contour, topography, soil test and any other surveys/investigations required for the project.

Key Personnel	<b>Tourism Analyst</b>
Educational Qualification	Graduate in Tourism or Commerce or Statistics or BBA or MBA
Essential Experience	Minimum 5 years experience in conducting sustainable tourism development, tourist traffic study, demand assessment for touristic projects.
Job responsibilities	He/She will be responsible for preparation of Market Assessment including tourist traffic study, demand assessment for the project.

Key Personnel	<b>Environmental Analyst</b>
Educational Qualification	Doctorate or Post Graduate in Environmental Science or equivalent.
Essential Experience	Minimum 5 years experience in conducting environmental studies, EIA studies etc..
Job responsibilities	He/She will be responsible for conducting environmental impact study including CRZ and sustainability and other regulations.

### 3.5. Brief description of the Selection Process

The Authority has adopted a two stage selection process (collectively the “**Selection Process**”) in evaluating the Proposals comprising technical and financial bids to be submitted in two separate sealed envelopes. In the first stage, a technical evaluation will be carried out as specified in clause 4.1. Based on this technical evaluation, a list of short-listed applicants shall be prepared. In the next stage, a financial evaluation will be carried out as specified in clause 4.2. Proposals will finally be ranked according to their combined technical and financial scores as specified in Clause 4.3. The first ranked Applicant shall be selected for negotiation (the “**Selected Applicant**”) while the second ranked Applicant will be kept in reserve.

### 3.6. Currency conversion rate and payment

3.6.1. For the purposes of technical evaluation of Applicants, [Rs. 50] per US\$ shall be considered as the applicable currency conversion rate. In case of any other currency, the same shall first be converted to US\$ and the amount so derived in US\$ shall be converted into INR at the aforesaid rate. The conversion rate of such currencies shall be the daily exchange rates.

3.6.2. All payments to the Consultant shall be made in INR in accordance with the provisions of this RFP. The Consultant may convert INR into any foreign currency as per Applicable Laws and the exchange risk, if any, shall be borne by the Consultant.

### 3.7. Schedule of Selection Process

The Authority would endeavour to adhere to the following schedule:

SI No	Event Description	Estimated Date
1	Last date for receiving queries/clarifications	10 days prior to PDD (27.07.2010)
2	Pre Bid Meet	1 week from PDD (29.07.10)
3	Proposal Due Date or PDD	05.08.2010
4	Letter of Award (LOA)	30 days after PDD
5	Signing of Agreement	Within 10 days of LOA
6	Starting the consultancy work	Within 7 days of signing of agreement.

### 3.8. Communications

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

**The Director**

Tourism Department  
Government of Puducherry  
No.40, Goubert Avenue  
Puducherry – 605 001  
Ph : 0413 – 2333590  
Fax : 0413 – 2221022  
Email : [pondytourism@gmail.com](mailto:pondytourism@gmail.com)

### **3.9. Number of Proposals**

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

### **3.10. Cost of Proposal**

The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Authority, Project site etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

### **3.11. Right to reject any or all Proposals**

Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant.

## **B. DOCUMENTS**

### **3.12. Contents of the RFP**

This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum/Amendment issued in accordance with Clause 3.14.

#### **Request for Proposal**

1. Introduction & Background
2. Instructions to Applicants
3. Criteria for Evaluation
4. Project brief. (Annexure-I)

#### **Schedules**

1. Terms of Reference and Scope of Work
2. Technical Proposal
  - Form 1 : Letter of Proposal
  - Form 2 : Abstract of the assignment of the Applicant.
  - Form 3 : Proposed Methodology and Work Plan
  - Form 4 : Particulars of Key Personnel
  - Form 5 : CV of Key Personnel
  - Form 6 : Eligible Assignment of Key Personnel.
  - Form 7 : Deployment of Personnel
3. Financial Proposal
  - Form 1 : Covering Letter
  - Form 2 : Financial Proposal
4. Form of Agreement

### **3.13. Clarifications**

Applicants requiring any clarification on the RFP may send their queries to the Authority in writing before the Proposal Due Date (PDD)

### **3.14. Amendment of RFP**

At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/ Amendment and by conveying the same to the prospective Applicants by fax or e-mail. In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the Proposal Due Date.

## **C. PREPARATION AND SUBMISSION OF PROPOSAL**

### **3.15. Language**

The Proposal with all accompanying documents (the "**Documents**") and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

### **3.16. Format and signing of Proposal**

3.16.1. The Applicant shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects.

3.16.2. The Proposal shall be typed and signed by the authorised signatory of the Applicant who shall initial each page. In case of printed and published Documents, only the cover shall be initialed. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal.

3.16.3. Applicants should note the Proposal Due Date, as specified in Clause 3.7, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in

### **3.17. Technical Proposal**

3.17.1. Applicants shall submit the technical proposal in the formats at Schedule-2 (the "**Technical Proposal**").

3.17.2 While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:

(a) all forms are submitted in the prescribed formats and signed by the authorized signatories;

(b) CVs of all Professional Personnel have been included;

(c) Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down at Clause 3.4 of the RFP;

(d) no alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;

(e) Professional Personnel proposed have good working knowledge of English language;

(f) Key Personnel would be available for the period indicated in the TOR;

(g) no Key Personnel should have attained the age of 75 (seventy five) years at the time of submitting the proposal; and

3.17.3. Failure to comply with the requirements spelt out in this Clause 3.17.2 shall make the Proposal liable to be rejected.

3.17.4. If an individual Key Personnel makes a false averment regarding his qualification, experience or other particulars, or his commitment regarding availability for the Project is not fulfilled at any stage after signing of the Agreement, he shall be liable to be permanently debarred for any future assignment of the Authority. The award of this Consultancy to the Applicant may also be liable to cancellation in such an event.

3.17.5. The Technical Proposal shall not include any financial information relating to the Financial Proposal.

3.17.6. The proposed team shall be composed of experts and specialists (the "**Professional Personnel**") in their respective areas of expertise and managerial/support staff (the "**Support Personnel**") such that the Consultant should be able to complete the Consultancy within the specified time schedule. The Key Personnel specified in Clause 3.4 shall be included in the proposed team of Professional Personnel. Other competent and experienced Professional Personnel in the relevant areas of expertise must be added as required for successful completion of this Consultancy. The CV of each such Professional Personnel, if any, should also be submitted.

3.17.7. An Applicant may, if it considers necessary, propose suitable Sub-Consultants in specific areas of expertise. A Sub-Consultant, however, shall not be a substitute for any Key Personnel.

3.17.8. The Authority reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP.

### 3.18. Financial Proposal

3.18.1 Applicants shall submit the financial proposal in the formats at Schedule-3 (the "**Financial Proposal**") clearly indicating the total cost of the Consultancy in both figures and words, in Indian Rupees and signed by the Applicant's Authorised Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail.

3.18.2 While submitting the Financial Proposal, the Applicant shall ensure the following:

- (i) All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (Expatriate and Resident, in the field, office etc), accommodation, air fare, equipment, printing of documents, all kind of surveys, preparation of 3D walkthrough etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- (ii) The Financial Proposal shall take into account all expenses and tax liabilities.
- (iii) Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.
- (iv) Costs shall be expressed in INR.

### 3.19. Submission of Proposal

3.19.1. The Applicants shall submit the Proposal in bound form with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialed by the Authorised Representative of the Applicant as per the terms of the RFP.

3.19.2. The Proposal should be sealed in an outer envelope which will bear the address of the Authority, as indicated at Clauses 3.8 and the name and address of the Applicant. It shall bear on top, "Do not open, except in presence of the Authorised Person of the Authority". **The name of the work "Consultancy for Special Tourism Zone at Manapet, Puducherry" shall also be inserted on top of the envelope.**

3.19.3. If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and consequent losses, if any, suffered by the Applicant.

3.19.4. The aforesaid outer envelope will contain two separate sealed envelopes, one clearly marked '**Technical Proposal**' and the other clearly marked '**Financial Proposal**'. Both the proposals shall contain the documents as mentioned in Clause 3.12

### **3.20. Proposal Due Date**

3.20.1. Proposal should be submitted at or before 1100 hrs on the Proposal Due Date specified at Clause 3.7 at the address provided in Clause 3.8 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the Authority.

3.20.2. The Authority may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with Clause 3.14 uniformly for all Applicants.

### **3.21. Late Proposals**

Proposals received by the Authority after the specified time on Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

### **3.22. Modification/ substitution/ withdrawal of Proposals**

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

3.22.2. The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

3.22.3. Any alteration / modification in the Proposal or additional information or material supplied subsequent to the Proposal Due Date, shall be disregarded unless the same has been expressly sought for by the Authority.

## **D. EVALUATION PROCESS**

### **3.23 Evaluation of Proposals**

3.23.1. The Authority shall open the Proposals at a time duly announced on the Proposal Due Date, at the place specified in Clause 3.8 and in the presence of the Applicants who choose to attend. The envelopes marked "Technical Proposal" shall be opened first. The envelopes marked "Financial Proposal" shall be kept sealed for opening at a later date.

3.22.2. Proposals for which a notice of withdrawal has been submitted shall not be opened.

3.22.3. Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. The Authority may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive only if:

(a) the Technical Proposal is received on or before Proposal Due Date

(b) it is signed, sealed, bound together in hard cover and marked as stipulated in Clauses 3.19

(c) it contains all the information (complete in all respects) as requested in the RFP;

3.22.4. The Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.

3.22.5. The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process and the criteria set out in this RFP.

3.22.6. After the technical evaluation, the Authority shall prepare a list of pre-qualified and shortlisted Applicants in terms of for opening of their Financial Proposals. A date, time and venue will be notified to all Applicants for announcing the result of evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of pre-qualified and shortlisted Applicants along with their Technical Score will be read out. The opening of Financial Proposals shall be done in presence of respective representatives of Applicants who choose to be present. The Authority will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out in terms of Clauses 4.2 & 4.3.

3.22.7. Applicants are advised that Selection will be entirely at the discretion of the Authority. Applicants will be deemed to have understood and agreed that no explanation or justification on any aspect of the Selection Process or Selection will be given.

3.22.8. Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the Consultancy is subsequently awarded to it.

### **3.23. Confidentiality**

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to matters arising out of, or concerning the Selection Process. The Authority will treat all information, submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Authority.

### **3.24. Clarifications**

3.24.1. A pre bid meeting is fixed by the Authority on 29.07.2010 at 11.00 a.m at Tourism Department, No.40, Gouber Avenue (Beach Road), Puducherry – 605 001.

3.24.2. To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

3.24.3. If an Applicant does not provide clarifications sought under Clause 3.24.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

## **E. APPOINTMENT OF CONSULTANT**

### **3.25. Negotiations**

3.25.1. The Selected Applicant may, if necessary, be invited for negotiations. The negotiations may not be particularly for reducing the price of the Proposal, but also for re-confirming the obligations of the Consultant under this RFP. Issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations.

### **3.26. Substitution of Key Personnel**

3.26.1. The Authority will not normally consider any request of the Selected Applicant for substitution of Key Personnel as the ranking of the Applicant is based on the evaluation of Key Personnel and any change therein may upset the ranking. Substitution will, however, be permitted if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.

3.26.2. The Authority expects all the Key Personnel to be available during implementation of the Agreement. The Authority will not consider substitution of Key Personnel except for reasons of any incapacity or due to health.

### **3.27. Indemnity**

The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority for an amount not exceeding 10% of the each stage payment for any direct loss or damage that is caused due to any deficiency in services.

### **3.28. Award of Consultancy**

After selection, a Letter of Award (the “**LOA**”) shall be issued, in duplicate, by the Authority to the Selected Applicant and the Selected Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, and the next highest ranking Applicant may be considered.

### **3.29. Execution of Agreement**

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within the period prescribed in Clause 3.7. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.

### **3.30. Commencement of assignment**

The Consultant shall commence the Services at the Project site within 7 (seven) days of the date of the Agreement, or such other date as may be mutually agreed. If the Consultant fails to either sign the Agreement as specified in Clause 3.29 or commence the assignment as specified herein, the Authority may invite the second ranked Applicant for negotiations.

### **3.31. Proprietary data**

Subject to the provisions of Clause 3.23, all documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Consultant to the Authority in relation to the Consultancy shall be the property of the Authority.

## **4. CRITERIA FOR EVALUATION**

### **4.1 Evaluation of Technical Proposals**

4.1.1. In the first stage, the Technical Proposal will be evaluated on the basis of Applicant's experience, its understanding of TOR, proposed methodology and Work Plan, and the experience of Key Personnel. Only those Applicants whose Technical Proposals score 70 marks or more out of 100 shall qualify for further consideration, and shall be ranked from highest to the lowest on the basis of their technical score (ST).

4.1.2. The scoring criteria to be used for evaluation shall be as follows.

<b>SI No</b>	<b>Parameter</b>	<b>Maximum Mark</b>	<b>Criteria</b>
1	Relevant Experience of the Applicant	25	The marks shall be awarded for the number of Eligible Assignments (Ref. clause 4.1.3) undertaken by the Applicant firm

			and the comparative size of Eligible Assignments, overall turnover, experience and capacity of the firm.
2	Proposed Methodology and Work Plan	5	Evaluation will be based on the quality of submissions and their methodology and work plan.
3	Relevant Experience of the Key Personnel	70	The marks for each Key Personnel shall be awarded for the number of Eligible Assignments (Ref. clause 4.1.3) the respective Key Personnel has worked on and the comparative size of Eligible Assignments and other similar work in infrastructure sectors.
	Team Leader	(20 marks)	
	Financial Analyst	(15 marks)	
	Legal Advisor	(15 marks)	
	Engineer/Architect	(5 marks)	
	Surveyor	(5 marks)	
	Tourism Analyst	(5 marks)	
	Environmental Analyst	(5 marks)	

#### 4.1.3. Eligible Assignment –

4.1.3.1 For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, advisory/consultancy assignments in respect of preparation of techno-financial feasibility report and/or detailed project report including engineering surveys, layout plan, market assessment, social and environmental assessment and bid process management, for the infrastructure project under PPP having an estimated capital cost (excluding land) of at least Rs. 75 crores in case of a project in India, and [US \$ 50 million for projects elsewhere; shall be deemed as eligible assignments.

4.1.3.2 Provided that the Applicant firm claiming credit for an Eligible Assignment shall have, prior to PDD, received professional fees of at least Rs.20 lakhs for such assignment, and where credit is being claimed by a Key Personnel, she/he should have completed the relevant assignment prior to PDD.

4.1.4. Of the Applicants ranked as aforesaid, not more than five shall be pre-qualified and shortlisted for financial evaluation in the second stage. However, if the number of such prequalified Applicants is less than two, the Authority may, in its sole discretion, pre-qualify the Applicant(s) whose technical score is less than 70 points.

#### 4.2 Evaluation of Financial Proposal

4.2.1. In the second stage, the financial evaluation will be carried out as per Clause 4.2. Each Financial Proposal will be assigned a financial score (SF).

4.2.2. Only, the financial bid of those applicants, which are pre-qualified as per Clause 4.1 will be opened. Totally 100 marks are assigned for evaluation of financial bid. The total cost indicated in the financial proposal should be considered for the purpose of financial evaluation. The lowest financial proposal (FM) will be given a financial score (SF) of 100 marks. The financial scores of other proposals will be computed as follows:

$SF = 100 \times FM / F$   
(SF = Financial Score)  
(FM = Lowest Financial Proposal)  
(F = Amount of financial proposal of the applicant  
for which the financial score is computing)

### **4.3. Combined and final evaluation**

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

$$S = ST \times Tw + SF \times Fw$$

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

4.3.2. The Selected Applicant shall be the first ranked Applicant (having the highest combined score). The second ranked Applicant shall be kept in reserve and may be invited for negotiations in case the first ranked Applicant withdraws, or fails to comply with the requirements.

## SCHEDULE - 1

Consultancy for  
Preparation of Techno-Financial Feasibility report  
& Bid Process Management  
for Special Tourism Zone  
at Manapet, Puducherry

**Terms of Reference**

## 1. OBJECTIVE

1.1 Tourism in the U.T of Puducherry is the most successful industry, creating quality tourism attractions will definitely boost the economy of the State. Therefore, the **"AUTHORITY"** has acquired private land to an extent of 36H 21A 20Ca (87 acres) at Manapet Revenue Village in Puducherry and nearly 8H-87A-80Ca (22 acres) of Government Poromboke land is being transferred to the Authority. Approximately 110 acres is available for development of the project.

1.2 The Authority has decided to develop various tourist attractions/infrastructures collectively "Special Tourism Zone" (the **"Project"**) at the land acquired through Public Private Partnership mode (the **"PPP"**) on Design, Build, Finance, Operate and Transfer (the **"DBFOT"**) basis.

1.3 With a view to inviting bids for the Project, the Authority has decided to conduct a feasibility study for determining the technical feasibility and financial viability of the Project. If found technically feasible and financially viable, the Project may be awarded on DBFOT basis to a private entity (the **"Concessionaire"**) selected through a competitive bidding process. The Project would be implemented in accordance with the terms and conditions stated in the concession agreement to be entered into between the Authority and the Concessionaire (the **"Concession Agreement"**).

1.4 In pursuance of the above, the Authority has decided to carry out the process for selection of a Consultant for preparation of Techno-Financial Feasibility Report and Bid Process Management including preparation of Concession Agreement and project supervision during the execution in accordance with the Terms of Reference specified below.

1.5. The land will be made available to the selected developer/investor on licence fee and revenue sharing basis. The licence period will be 19 years and it may be extended to 30 (19+ 11 years) years subject to the approval of the Ministry of Home Affairs, Government of India. The Authority proposes to develop the project with a good revenue generating mechanism. Hence, it need a strong Feasible Report which has well structured components of Market Studies, Demand Assessment and Long Term Financial Viability projections, the Business and Revenue Model, Legal Framework and Partnership structure that would give the Government the best advantage from its property and a potential investor, a financially viable project with good returns justifying the risk. Finally there should be tangible benefit for the tourists and public at large.

## 2. SCOPE OF WORK FOR THE PROJECT

2.1 The objective of the study is to assess the project site and selecting a suitable product mix and assess the financial viability of the project. The report should be the complete description of the each product mix in terms of technical, revenue, demand and other inputs.

2.2 The Scope of Services shall comprise of the following, but not limited:

### **2.3 Technical Feasibility :**

- \* Understanding of the Site including
  - Site Investigation and Surveys
  - Contour, topography, soil test and any their investigation/surveys required for the project/work.
  - SWOT Analysis.
  - Suitability for development of the facilities,
- \* Tourist Traffic Analysis
  - Both domestic and international and transit traffic
- \* Market Assessment
- \* Demand Analysis
- \* Suggested Product Mix
- \* Requirement/Support services for the project.
- \* Preliminary project designing and layout planning
- \* Preliminary cost estimate
- \* Environmental/CRZ issues with the project.
- \* Disaster Management
- \* Project Management Systems

### **2.4 Financial Feasibility**

Detailed financial analysis is required to be undertaken by the Consultant. The Consultant shall provide the estimated construction costs, operation and maintenance costs, traffic forecast, revenue etc. as part of its financial analysis and appraisal of the Project.

- \* Mode of Finance
- \* Estimates of Revenue, Capital Cost and Operating Cost over a concession period of 10 (ten) years, 15 (fifteen) years, 20 (twenty) years and 25 (twenty five) years respectively.
- \* Assessment of the financial viability of the Project with a view to estimating the likely IRR over a concession period of 10 (ten) years, 15 (fifteen) years, 20 (twenty) years and 25 (twenty five) years respectively.
- \* Analysing NPV for the project.

## 2.5 Bid Process Management

- \* Preparation of RFQ and RFP for selection of investor
- \* Preparation of Concession Agreement/Licence Agreement and other documents.
- \* Assistance during the selection of investor for the project and preparation of answers to the queries of the bidders during the pre bid meet.

## 2.6 Project supervising during the implementation.

### 3. DELIVERABLES, TIME AND PAYMENT SCHEDULE

3.1. The total duration for preparation of the Feasibility Report shall be 15 (fifteen) weeks, excluding the time taken by the Authority in providing the requisite documents or in conveying its comments on the Draft Reports. The Consultant shall deploy its Key Personnel as per the Deployment of Personnel proposed.

3.2. The Consultant shall deliver 2 set of draft reports and 5 set of final reports.

3.3. On commencement of the Consultancy, the applicant shall submit an Inception Report. The Inception Report shall include the Consultant's submission towards understanding of the project and work plan. It shall also include the appreciation of the Site including suitability for development of the facilities.

3.4. Time schedule for important Deliverables of the Consultancy and the payment schedule linked to the specified Deliverables is given below:

SI No	Description of Deliverables	Time Schedule	% of Payment
<b>I. Techno-Financial Feasibility Report</b>			
1	Inception Report	2 weeks from the date of signing of Agreement.	25% of the total consultancy charges for preparation of final report.
2	Pre-Feasibility Report	5 weeks from the date of approval of the authority for the Inception Report	50% of the total consultancy charges for preparation of final report, less amount already paid
3	Draft Techno-Financial Feasibility Report.	5 weeks from the date of approval of the Authority for Pre-Feasibility Report	75% of the total consultancy charges for preparation of final report, less amount already paid

4	Final Techno-Financial Feasibility Report.	3 weeks from the date of approval of the Authority for the draft DPR	100% of the total consultancy charges for preparation of final report, less amount already paid
	Total	15 week	
<b>II. Bid Process Management</b>			
5	Request for Qualification, Request for Proposal with Concession Agreement	2 weeks from the date of approval of the Authority	60% of the consultancy charges for bid process management and project supervision
6	Assistance in selection process and Project supervision.	40% of the consultancy charges for preparation of tender documents and project supervision. This will be paid after completion of the project	

3.5. 10% of the amount released in each Stage except Stage 6 shall be deducted by the Authority as Security Deposit.

## SCHEDULE - 2

Consultancy for  
Preparation of Techno-Financial Feasibility report  
& Bid Process Management  
for Special Tourism Zone  
at Manapet, Puducherry

**TECHNICAL PROPOSAL  
(Technical Bid)**

**Form-1**  
**Letter of Proposal**  
(On Applicant's letter head)

(Date and Reference)

To

The Director  
Department of Tourism  
No.40, Goubert Avenue  
Puducherry – 605 001

Sub: Appointment of Consultant for preparation of Techno-Financial Feasibility Report and Bid Process Management for the project "Special Tourism Zone" at Manapet in Puducherry

Dear Sir,

With reference to your RFP Document dated 07.07.2010, I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Consultant for preparation of Techno-Financial Feasibility Report and Bid Process Management for the project "Special Tourism Zone" at Manapet in Puducherry. The proposal is unconditional and unqualified.

2. All information provided in the Proposal and in the Appendices are true and correct and all documents accompanying such Proposal are true copies of their respective originals.

3. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Projects.

4. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.

5. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

6. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

7. I/We declare that:

(a) I/We have examined and have no reservations to the RFP Documents issued by the Authority;

(b) I/We do not have any conflict of interest in accordance with Clause 2.3 of the RFP Document;

(c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and

(d) I/We hereby certify that we have taken steps to ensure that, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants.

9. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.

10. I/We agree to keep this offer valid for 90 (ninety) days from the Proposal Due Date specified in the RFP.

11. I/We have studied RFP and all other documents carefully and also surveyed the Project site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.

12. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.

13. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,  
(Signature, name and designation of the authorised signatory)  
(Name and seal of the Applicant / Lead Member)

**From 2**  
**Abstract of Eligible Assignments of the Applicant**  
**(Refer clause 4.1.3)**

<b>Sl. No</b>	<b>Name of the Project</b>	<b>Name of the Client</b>	<b>Estimated capital cost of project (Rs. in crores)</b>	<b>Payment of profession fee received by the Applicant (Rs. in lakhs)</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>

**Note :**

- The Applicant should provide details of only those projects that have been undertaken by it under its own name.
- Exchange rate should be taken Rs.50/- per USD for conversion of Rupees.
- The applicant may attach separate sheets to provide brief particulars of other relevant experience of the applicant.

**Certificate from the Auditor**

This is to certify that the information contained in Column 5 above is correct as per the accounts of the Applicant and/or the clients.

Signature

## Form-3

### Proposed Methodology and Work Plan

The proposed methodology and work plan shall be described as follows:

#### 1. Understanding of TOR

The Applicant shall clearly state its understanding of the TOR and also highlight its important aspects. The Applicant may supplement various requirements of the TOR and also make precise suggestions if it considers this would bring more clarity and assist in achieving the Objectives laid down in the TOR.

#### 2. Methodology and Work Plan

The Applicant will submit its methodology for carrying out this assignment, outlining its approach toward achieving the Objectives laid down in the TOR. The Applicant will submit a brief write up on its proposed team and organisation of personnel explaining how different areas of expertise needed for this assignment have been fully covered by its proposal. In case the Applicant is a consortium, it should specify how the expertise of each firm is proposed to be utilised for this assignment. The Applicant should specify the sequence and locations of important activities, and provide a quality assurance plan for carrying out the Consultancy Services.

Form 4

Particulars of Key Personnel

Consultancy for remunerative/PPP projects :

SI No	Key Personnel	Name	Educational Qualification	Length of Experience	Present employment		No. of eligible assignments handled
					Name of the firm	Employed since	
1	Team Leader-cum						
2	Financial Analyst						
3	Legal Advisor						
4	Engineer/Architect						
5	Surveyor						
6	Tourism Analyst						
7	Environmental Analyst.						

**Form-5**  
**Curriculum Vitae (CV) of Key Personnel**

1. Proposed Position :
2. Name of Personnel :
3. Date of Birth :
4. Nationality :
5. Educational Qualifications :
6. Employment Record :  
(Starting with present position, list in reverse order every employment held.)
7. List of projects on which the Personnel has worked

Sl.No	Name of the Project	Description of responsibilities

8. Details of the current assignment and the time duration for which services are required for the current assignment.

**Certification:**

1. I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.

2 I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications and my experience.

Place ..... (Signature and name of the Key Personnel)

(Signature and name of the authorised signatory of the Applicant)

**Notes:**

Use separate form for each Key Personnel

**Form 6**  
**Eligible Assignment of Key Personnel**  
**(Refer Clause 4.1.3)**

Name of Key Personnel	
Designation of Key Personnel	
Name of the Project	
Name of Consulting Firm where employed	
Description of service performed by the Key Personnel (including designation)	
Name of Client and Address, Ph. No : (indicate whether public or private)	
Estimate Capital Cost of the Project (in Rs. crore or US\$ million)	
Start date and finish date of the services (month/year)	
Description of the project	
It is certified that the aforesaid information is true and correct to the best of my knowledge and belief.	
(Signature and name of Key Personnel)	

**Note :**

1. Use separate sheet for each Eligible Project.
2. The applicant may attach separate sheets to provide brief particulars of other relevant experience of the Key Personnel.

**Form 7**

**Deployment of Personnel**

SI No	Designation	Name	Week Numbers																			
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
1																						
2																						
3																						
4																						
5																						
6																						
7																						

(Seal, Signature and name of the authorised signatory of the Applicant)

## SCHEDULE - 3

Consultancy for  
Preparation of Techno-Financial Feasibility report  
& Bid Process Management  
for Special Tourism Zone  
at Manapet, Puducherry

**FINANCIAL PROPOSAL  
(Financial Bid)**

Form-1  
**Covering Letter**  
(On Applicant's letter head)

(Date and Reference)

To,

The Director  
Department of Tourism  
No.40, Goubert Avenue  
Puducherry – 605 001

Dear Sir,

Subject: Appointment of Consultant for preparation of Techno-Financial Feasibility Report and Bid Process Management for the project "Special Tourism Zone" at Manapet in Puducherry

I/We, \_\_\_\_\_ (Applicant's name) herewith enclose the Financial Proposal for selection of my/our firm as Consultant for above.

I/We agree that this offer shall remain valid for a period of 90 (ninety) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

Form 2

**Financial Proposal for preparation of Techno-Financial Feasibility Report and Bid Process Management for the project "Special Tourism Zone" at Manapet in Puducherry**

<b>Cost of the consultancy for preparation of Techno-Financial Feasibility Report</b>	<b>Cost of the consultancy for Bid Process Management and project supervision</b>	<b>Total cost of the consultancy</b>
(1)	(2)	(3) Col. 1 + 2

(Signature, name and designation of the authorised signatory)

## SCHEDULE - 4

Consultancy for  
Preparation of Techno-Financial Feasibility report  
& Bid Process Management  
for Special Tourism Zone  
at Manapet, Puducherry

### **FORM OF AGREEMENT**

## AGREEMENT

THIS AGREEMENT SIGNED THIS \_\_\_\_ day of \_\_\_\_\_ between the President of India represented by the **Director of Tourism, Tourism Department, Government of Puducherry** (hereinafter called the **AUTHORITY**) and \_\_\_\_\_ represented by \_\_\_\_\_ having their Registered Office at \_\_\_\_\_ (hereinafter called the **CONSULTANT**).

WHEREAS as mutually agreed, the **AUTHORITY** has accepted the offer made by the CONSULTANT and decided to engage them for the **consultancy work of preparation of Techno-Financial Feasibility Report and Bid Process Management and Project Supervision for the project "Special Tourism Zone at Manapet in Puducherry"**

AND WHEREAS the **AUTHORITY** has awarded the work order vide their letter No. \_\_\_\_\_ dated \_\_\_\_\_ for \_\_\_\_\_

AND WHEREAS the **CONSULTANT** has also given their acceptance for undertaking the said consultancy work for a Consultancy Fees of \_\_\_\_\_ as detailed under Clause No. 3 of this Agreement.

NOW, THEREFORE, both the parties, namely, the **AUTHORITY** and the **CONSULTANT** hereby agree to the following: -

### **1. SCOPE OF WORK**

1.1 As mentioned in the Clause 3 of the RFP document.

1.2 The consultancy services shall include site and location analysis, market analysis, financial viability, detailed planning and designing of layout, preparation of preliminary BOQ, bid process management including preparation of RFQ/RFP and Concession Agreement and supervision during project execution.

### **2. DETAILED SCHEDULE OF CONSULTANCY SERVICES**

2.1 As per the Clause 4 of the RFP document.

2.2 Visit the site of work as and when necessary to clarify any decision or interpretation of drawings and specifications that may be required.

2.3. The consultancy services/charges should be inclusive of all kind of survey, soil testing, proof checking of designs, preparation of 3D simulation, miniature models and revisions in the final drawings if any.

### **3 DELIVERABLES, TIME SCHEDULE AND TERMS OF PAYMENT**

3.1 As per the Clause 4 of the RFP document.

#### **4. OBLIGATION OF THE AUTHORITY:**

4.1 To ensure expeditious completion of the consultancy job assigned under this agreement by the AUTHORITY to the CONSULTANT, it is incumbent on the AUTHORITY to accord its expeditious approvals to the documents and issues referred to it by the CONSULTANT from time to time. The AUTHORITY shall communicate its approval to the drawings; documents or any other issues, which have been referred by the CONSULTANT to it within a time frame, indicated by the CONSULTANT.

4.2 Furnish schedule of rates, codes of practice and other documents, which are to be followed by the CONSULTANT.

4.3 Take note of observations made by the CONSULTANT representatives on their inspections and ensure the correction of deficiency, if any on the work pointed out by them.

4.4 Provide copies of the monthly progress reports to the CONSULTANT so that they are informed of the progress of work at site.

#### **5. GENERAL**

5.1 The AUTHORITY or their representative's engineers will have access to the details of the calculations and the structural designs for the purpose of scrutiny for satisfying themselves as to the correctness and stability of the structure. In case any difference of opinion in regard to economy and stability of the structure between the CONSULTANT and AUTHORITY's engineers cannot be mutually resolved, the matter will be referred to a mutually agreed expert for final opinion.

5.2 The CONSULTANT shall submit to the AUTHORITY TWO sets of Reports at preliminary stage and FIVE sets of all drawings and specifications and other particulars at FINAL stages.

5.3 Revision, if any, on drawings and documents after the approval by the AUTHORITY shall be done by the CONSULTANT only on specific request.

5.4 The CONSULTANT shall collect all the required data/drawings from the competent authorities. The AUTHORITY will act as facilitator.

5.5 If consultancy services are to be discontinued at any stage for any reason whatsoever, the payment up to the stage for which the work is taken up and in progress shall be payable to the CONSULTANT by the AUTHORITY.

5.6 The ownership or proprietary rights of all the data, reports etc. developed by CONSULTANT shall rest with the AUTHORITY.

5.7 On completion of the work, the CONSULTANT will prepare and submit two sets of final drawings (as built) of the building and services and submit to the AUTHORITY.

5.8 The CONSULTANT shall keep all the documents and reports relating to the agreement confidential and maintain secrecy, not to be published. The CONSULTANT shall not use or reproduce the data or report without prior permission of the AUTHORITY.

## **6. SUBSTITUTION OF KEY PERSONNEL**

6.1. The AUTHORITY will not normally consider any request of the CONSULTANT for substitution of Key Personnel as the ranking of the CONSULTANT is based on the evaluation of Key Personnel and any change therein may upset the ranking. Substitution will, however, be permitted if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the AUTHORITY.

6.2. The AUTHORITY expects all the Key Personnel to be available during implementation of the Agreement. The Authority will not consider substitution of Key Personnel except for reasons of any incapacity or due to ill health.

## **7. INDEMNITY**

The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority for an amount not exceeding 10% of the each stage payment for any direct loss or damage that is caused due to any deficiency in services.

## **8. FORCE MAJEURE:**

8.1 The covenants hereof are subject to force majeure i.e. causes beyond the control of either party. The CONSULTANT shall be given necessary extension of time to cover the delay as caused by Force Majeure with or without any financial implications subject to mutual agreement between the parties hereto.

8.2 The consultant shall give notice within 5 days of the event of Force Majeure to the Authority.

## **9. ARBITRATION**

9.1 All disputes or differences between the parties arising out of or in connection with these Terms of reference/Agreement shall be settled through mutual negotiation.

9.2 In the event of disputes between the parties not being settled through mutual negotiation within 90 days of such dispute, the CONSULTANT shall make an application to the AUTHORITY requesting for the appointment of arbitrator. Nevertheless, the Arbitrator/s shall be appointed, with the consensus of both the CONSULTANT as well as the AUTHORITY. The arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation

Act, 1996 and the decision of the arbitrator thereon shall be final and binding on the parties.

## **10. MODIFICATIONS**

Any modifications to the terms of reference and the terms and conditions in the Agreement shall be subject to mutual consent of the parties. The Court at Puducherry shall have the exclusive jurisdiction to entertain and adjudicate any dispute relating to this agreement.

## **11. LANGUAGE:**

English shall be the governing language for the purpose of operation of this agreement.

## **12. INTELLECTUAL PROPERTY:**

The ownership right rests with the AUTHORITY and the CONSULTANT could use it only with the prior approval of the AUTHORITY.

## **13. COMPLETION OF SERVICES**

All the study outputs including primary data shall be compiled, classified and submitted by the CONSULTANT to the AUTHORITY in soft form apart from the Deliverables indicated in Clause 3.1. The study outputs shall remain the property of the AUTHORITY and shall not be used for any purpose other than that intended under these Terms of Reference without the permission of the Authority. The Consultancy services shall stand completed on acceptance of all the required deliverables of the CONSULTANT by the AUTHORITY and a communication by the AUTHORITY to that effect.

## **12. TERMINATION OF AGREEMENT**

12.1 The Agreement can be terminated by the AUTHORITY, if the CONSULTANT fails to fulfill the terms and conditions of the contract in normal course and in the event of such termination due to default of the CONSULTANT, the AUTHORITY will not be responsible for any financial loss to the CONSULTANT or will not be bound or subject to any legal proceedings that may be initiated by the CONSULTANT.

12.2 However, if the agreement is terminated at the instance of the AUTHORITY unilaterally, for reasons beyond the control of the CONSULTANT, the AUTHORITY shall indemnify the CONSULTANT for the consequential losses suffered by the CONSULTANT. The CONSULTANT has accepted the TERMS AND CONDITIONS OF THE SAID WORK AND AGREED to execute the Consultancy work of \_\_\_\_\_.

**In witness whereof, the parties hereto have executed these presents on the day, month and year first above written.**

**FOR AND ON BEHALF OF THE  
PRESIDENT OF INDIA, THE**

**FOR AND ON BEHALF OF**

**DIRECTOR OF TOURISM,  
TOURISM DEPARTMENT,  
GOVERNMENT OF PUDUCHERRY**

**Signature :**  
**Name :**  
**Designation:**

**Date :**

**Signature :**  
**Name :**  
**Designation :**

**Date :**

**Witness**

**Signature :**  
**Name :**  
**Designation:**

**Witness**

**Signature :**  
**Name :**  
**Designation :**

--- \* \* \* ---



**GOVERNMENT OF PUDUCHERRY  
DEPARTMENT OF TOURISM**

**CONCEPT PAPER FOR  
SPECIAL TOURISM ZONE AT MANAPET  
PUDUCHERRY**

**GOVERNMENT OF PUDUCHERRY  
DEPARTMENT OF TOURISM**

**CONCEPT REPORT FOR THE PROJECT  
SPECIAL TOURISM ZONE AT MANAPET**

**(A) ABOUT THE DESTINATION**

Legendary home of various saints, freedom fighters, ancient trading settlement with Rome and Greece, once capital of French India, spiritual power house and the centre of a new emerging human consciousness and new ways of living have made Puducherry an excellent destination for tourism. Influenced by East and West, Puducherry has unique handicrafts in leather, pottery, hand made paper, incense and antique colonial furniture giving Puducherry a unique shopping experience. Puducherry has a special ambience, not found anywhere else in India. It is a blend of spiritual aura, French colonial heritage, Tamil culture and the cosmopolitan flair of many nationalities in a small but varied town, a city of constant philosophical and cultural dialogue.

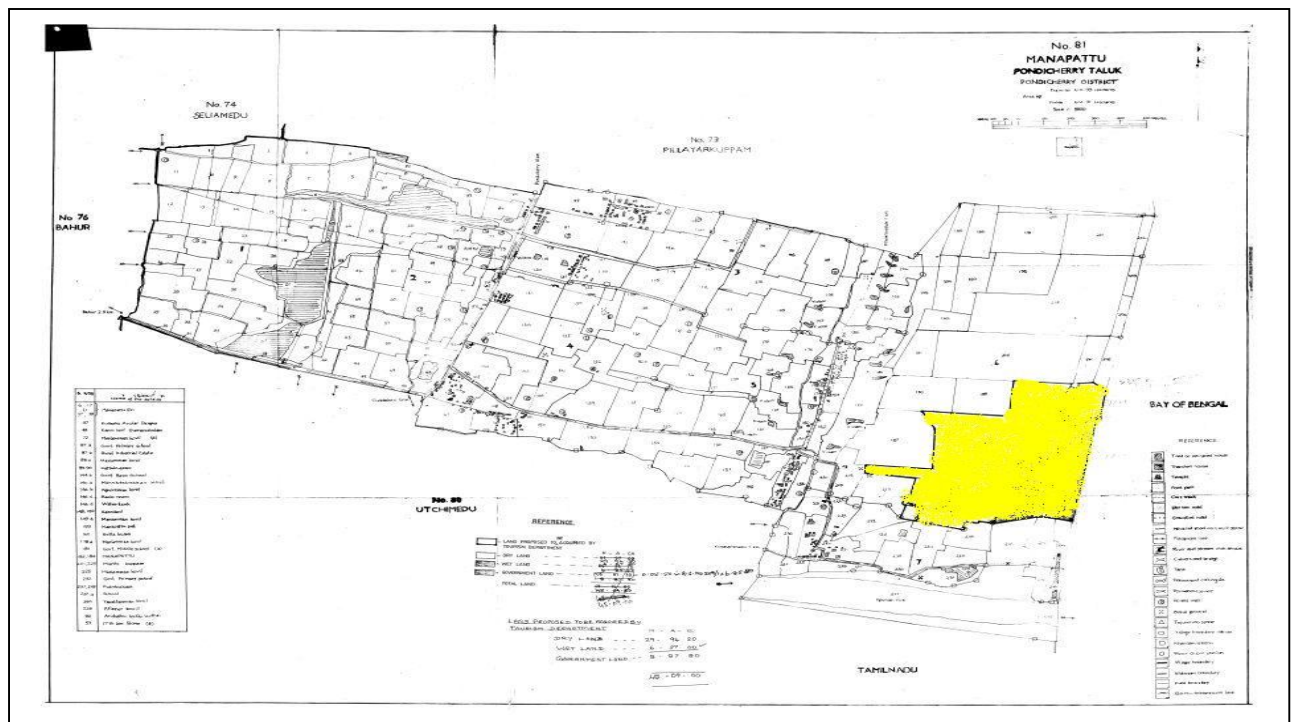
Puducherry is relatively well developed to meet the requirements of various classes of tourists. The inflow of foreign tourists and domestic tourist grew at an annual average of 8 & and 10% respectively. Our aim is to increase the average stay of the tourist, while going in for value tourism rather than volume.

The domestic tourists to Puducherry are mainly spiritual tourists, business visitors, fun/leisure tourists, and the honeymooning couples. Besides their visits to Ashram, Auroville, Chunnambar or after attending to their other work, the domestic tourists spend just about a day or more in Puducherry. The town also attracts a large number of non-staying visitors/day visitors. Professionals and Corporate located in the southern half of India out to de stress during the weekend, students and youth making weekend visits to Puducherry, and groups from Chennai and other places traveling to Puducherry on the weekend.

Puducherry's strength, however, is also its weakness in terms of tourism potential: its quietness and serenity do not offer tourists enough to do. While treks and yoga appeal to some, others are looking for activity-filled days of recreation especially the children. Thus, to realize the aim of making tourism a

major industry in the UT, it has to provide the tourist with more attractions to make it a stand alone destination.

**(B) ABOUT THE SITE :**



Department of Tourism, Government of Puducherry has acquired and taken over the land to an area of 35H 22A 70Ca on 26.05.2008 at Manapet Revenue Village for development of "Special Tourism Zone". Additionally 8H 87A 80Ca of Government Poramboke land are being transferred to Tourism Department. Totally approx. 44H 10A 50 Ca (110 acres) of land is available for this project.

**(C) SURVEY NOS.**

Sl. No	R.S.No	Extent H A Ca	Sl. No	R.S.No	Extent H A Ca
1	188/1	18-85-00	26	211/21	0-24-00
2	210/1	0-25-00	27	212/2	2-44-00
3	210/2	0-27-50	28	213/1	0-31-00
4	210/3	0-17-00	29	213/2	0-39-50
5	210/4	0-09-00	30	213/4	0-34-50
6	210/5	0-12-50	31	214/2	2-36-00
7	211/2	0-05-00	32	214/3	0-45-50
8	211/3	0-03-50	33	214/4	0-86-00
9	211/4	0-03-00	34	215/5	0-60-00
10	211/5	0-03-00	35	215/6	0-52-00
11	211/6	0-03-50	36	215/7	1-12-00
12	211/7	0-14-50	37	215/8	0-15-00

13	211/8	0-11-00	38	215/9	0-37-50
14	211/9	0-20-00	39	215/10	0-19-00
15	211/10	0-02-00	40	215/11	0-30-00
16	211/11	0-01-00	41	215/13	0-48-50
17	211/12	0-01-00	42	215/14	0-28-00
18	211/13	0-01-00	43	216/1	1-10-00
19	211/14	0-02-00	44	216/3	0-22-00
20	211/15	0-19-50	45	216/4	0-11-50
21	211/16	0-20-00	46	216/5	0-13-00
22	211/17	0-05-00	47	216/7	0-40-00
23	211/18	0-02-50	48	216/9	0-72-00
24	211/19	0-03-00	49	242/1A	0-02-20
25	211/20	0-05-00	50	242/2	0-08-00
				<b>Total</b>	<b>35 22 70</b>

<b>GOVT. POROMBOKE LAND</b>	
<b>R.S.NO</b>	<b>H – A – Ca</b>
209/2	2-02-00
212/1	1-14-00
212/3	1-76-00
214/5	1-02-00
215/1	0-93-50
215/12	0-04-00
216/2	0-06-50
216/6	0-05-00
216/8	0-04-00
242/1B	1-63-80
188/2	0-02-50
211/1	0-07-00
213/3	0-04-00
214/1	0-03-00
<b>Total</b>	<b>8-87-80</b>

The project site is having long beach and natural sand dunes and wet lands. To preserve its pristine beauty and not to destroy the serenity and peacefulness associated, the aim of the project is to be environmentally friendly based on the concept of eco-tourism.

#### **(D) SOME PRODUCT MIX**

Some of the possibilities of the land, including all or some feature would be :

1. Convention Centre and support facilities like beach resorts & spa, water sports activities, miniature park, kits zone, etc.
2. Mini Golf Course, beach resorts & spa, water sports activities, etc.

3. Complete Entertainment Zone as in Singapore, Malaysia and other countries.

**(F) PRELIMINARY MARKET ASSESSMENT :**

Keeping the year 2011 as base year, the projected tourist arrival for the year is 11.20 lakhs at the average growth rate of 8% per annum. Accordingly, 3,069 tourists will stay in Puducherry in a day. ----- **(A)**

From the analysis of transit traffic conducted by TAFSIL in 2001, it is concluded that at least 1,00,000 persons pass through the city each day and probably 2% visit the city as day tourists. This indicate a large potential for Puducherry and a large percentage of potential tourists, mainly from Southern hinterland are not stopping over at Puducherry, probably for want of adequate tourism attractions and requisite facilities/infrastructure. This was be given a growth rate of 5% per annum half the tourist growth rate. Therefore, approximately the present transit traffic will be 1,72,000. Keeping this survey as minimum patronage from the transit traffic enroute on the east coast highway and the newly developed NH, a nominal patronage level representing 2% of the estimated volume of transit traffic has been considered i.e.3,440 per day---- **(B)**

The estimated tourist traffic per day to Puducherry from both the segments will be 6509 (3,069 + 3,440).

Estimated tourist per day	3,069	<b>(A)</b>
Estimated day tourist	3,440	<b>(B)</b>
<b>Total tourist traffic per day excluding local population</b>	<b>6,509</b>	<b>(C)</b> { A + B }
<b>Total tourist traffic per year excluding local population</b>	<b>23,75,785</b>	<b>(D)</b> { C x 365 days }

**Local Population :** As per the 2001 census, the population in Pondicherry is 7,35,332 and the growth is in 20.82%. Hence, the approximate population projection in 2010 will be 8,88,428. ----- **(E)**

The projected traffic which will patronize the project on each product mix wise is given below :

	<b>Product Mix</b>	<b>Projected local people to the facility per year (Projection {E})</b> <b>8,88,428)</b>	<b>Projected tourist traffic to the facility per year (Projection {D})</b> <b>23,75,785)</b>	<b>Total traffic will use the facility</b>

						<b>per year</b>
1	Convention Centre and support facilities like beach resorts & spa, water sports activities, miniature park, kids zone, etc.	5%	44,421	20%	4,75,157	5,19,578
2	Mini Golf Course, beach resorts & spa, water sports activities, etc.	5%	44,421	20%	4,75,157	5,19,578
3	Complete Entertainment Zone as in Singapore, Malaysia and other countries.	10%	88,842	40%	9,50,314	10,39,156

It is anticipated that minimum 20% of the tourists visiting Puducherry and 5% of the local people will use the facilities.

### **(G) ANTICIPATED REVENUE**

	<b>Product Mix</b>	<b>Projected traffic to the facility per year</b>	<b>Approx. minimum expenditure by one person per day</b>	<b>Anticipated Total Revenue per year</b>
1	Convention Centre and support facilities like beach resorts & spa, water sports activities, miniature park, kids zone, etc.	5,19,578	Rs.1,000/-	Rs.51,95,78,000
2	Mini Golf Course, beach resorts & spa, water sports activities, etc.	5,19,578	Rs.1,000/-	Rs.51,95,78,000
3	Complete Entertainment Zone as in Singapore, Malaysia and other countries.	10,39,156	Rs.700/-	Rs.72,74,09,200

### **(H) MODE OF FINANCE**

Government investment/participation will be in the form of land. Design, investment, operation and maintenance will be the responsibility of the selected developer. Viability Gap Funding from Government of India may be approached if needed.

### **(I) MODE OF DEVELOPMENT**

Government alone cannot fund the whole project. The Public Private Partnership (PPP) will help government fill the infrastructure gap. Moreover, continuous care is required in operation and maintenance of the projects. Private sector participation will also help bring technical and managerial expertise, improve operating efficiency, enable large scale injection of capital, increase efficiency in using the capital, rationalize cost base tariffs for services,

improve responsiveness to consumer needs and satisfaction. Therefore, it has been decided to develop the project under Public Private Partnership structure under Design-Built-Operate-Transfer (DBOT) methodology that would give the Government the best advantage from its property. The land will be made available to the selected private developer/investor on licence fee basis for 30 years. This may be renewed after 30 years subject to the approval of the Government.

#### **(J) PRIOR CLEARANCES :**

In-principle approval of Council of Ministers of Government of Puducherry and Ministry of Home Affairs, Government of India has been obtained for licensing the land for 19 years to the private developer/investor for the project.

#### **(K) APPROACH METHODOLOGY**

1. Preparation of Concept paper and approval of the local Government.
2. Appointment of Consultant/Transaction Advisor.
  - a. Inviting Expression of Interest.
  - b. Preparation of Scope of Work/Terms of Reference (TOR).
  - c. Selection of Consultancy based on their experience in technical financial and legal area, quality of personnel, experience in the similar projects. (Technical bid and Financial bid)
  - d. Signing of Consultancy Agreement.
3. Preparation of draft Detailed Project Report/Feasibility Report.
4. Final DPR/Feasibility Report and draft RFP documents.
5. In-principle approval by PPP Appraisal Committee of Planning Commission/Empowered Committee of Planning Commission, Govt. of India.
6. Inviting Expression of Interest and RFP from the developers/investors.
7. Selection of developer/investor through transparent evaluation criteria (Technical and Financial bid system).
8. Final approval by PPP Appraisal Committee of Planning Commission/Empowered Committee of Planning Commission, Govt. of India.
9. Signing of Concession Agreement.
10. Project Implementation.

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