

Request for Proposal (RFP)
for
“Development of IT Park Cum Commercial Complex, the site of
Old Central Jail, Dhaleswar, Agartala, Tripura”
on
Design, Build, Finance, Operate and Transfer (DBFOT) Basis
under
Public Private Partnership (PPP)

RFP No.TUDA/RFP/01/2019

Dated March 9, 2019

Tripura Urban Planning and Development Authority
Pandit Nehru Complex, Gorkhabasti,
Agartala, West Tripura- 799001

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The information contained in this Request for Proposal (“RFP”) document or subsequently provided to Bidders, whether verbally or in documentary form by or on behalf of Tripura Urban Planning and Development Authority (TUDA) or any of its employees, is provided to Bidders on the terms and conditions set out in this RFP document and any other terms and conditions subject to which such information is provided. This RFP is being issued by the TUDA for selection of a developer for Planning, Designing, Engineering, Finance, Construction, Development, Manage, Operation and Maintenance of IT Park (“Project”) at Agartala in the State of Tripura as identified in this RFP. Interested Bidders are required to submit their bids to implement the Project.

This RFP document is not an agreement and is not an offer or invitation to any other party. The purpose of this RFP document is to provide the Bidders with information to assist the formulation of their Proposal submission. This RFP document does not purport to contain all the information each Bidder may require. While the RFP has been prepared in good faith with due care and caution, the TUDA does not accept any liability or responsibility for the accuracy, reasonableness or completeness of the information, or for any errors, omissions or miss-statements, negligent or otherwise, relating to any feasibility / detailed project report or any other reference document mentioned, implied or referred herein or pertaining to the Project. This RFP document may not be appropriate for all persons and it is not possible for TUDA and their employees or advisors to consider the investment objectives, financial situation and particular needs of each Bidder. Certain Bidders may have a better knowledge of the proposed project than others. Each recipient must conduct its own analysis of the information contained in this RFP or to correct any inaccuracies therein that may appear in this RFP and is advised to carry out its own investigation into the proposed project, the legislative and regulatory regimes which applies thereto and by and all matters pertinent to the proposed project and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or arrangement relating to the Project.

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The TUDA further reserves the right not to proceed with the Project, to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the Project further with any party submitting a bid. The TUDA accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its bid/ Proposal. No reimbursement of cost of any type will be paid to persons, or entities, submitting a bid/Proposal. The TUDA reserves the right to reject all or any of the Proposals submitted in response to this RFP at any stage without assigning any reasons whatsoever and the issue of this RFP does not imply that TUDA is bound to select a Bidder as the developer. The TUDA shall not be liable for any costs or damages arising from the same. The TUDA is also not bound to take any subsequent actions.

The TUDA reserves the right not to proceed with this RFP or to change the process or procedure to be applied. It also reserves the right to decline to discuss the process further with any party submitting a proposal. No reimbursement of cost of any type shall be paid to persons, entities, submitting a proposal.

This RFP and the information contained herein are confidential and for use only by the person to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisor). In the event that the recipient does not continue with the involvement in the project in accordance with RFP the information contained in the RFP shall not be divulged to any other party. The information contained in the RFP must be kept confidential. Mere submission of a responsive Bid does not ensure selection of the Bidder as developer.

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| Abbreviations used in this Document | |
|--|--|
| AMC | Agartala Municipal Corporation |
| DBFOT | Design, Build, Finance, Operate and Transfer |
| GoI | Government of India |
| NIT | Notice Inviting tender |
| PPP | Public Private Partnership |
| RFP | Request for Proposal |
| SPC | Special Purpose Company |
| TUDA | Tripura Urban Planning and Development Authority |

1. Invitation for Proposal

This Project envisages development of a state-of-the-art IT Park cum Commercial complex at Agartala. As part of the initiative, Tripura Urban Planning & Development Authority (TUDA) intends to develop an IT Park cum Commercial Complex at Old Central Jail, Dhaleswar, Agartala through Public Private Partnership (“PPP”) mode on Design, Build, Finance, Operate and Transfer (“DBFOT”) basis.

This RFP is for the Planning, Designing, Engineering, Finance, Construction, Development, Operation and Maintenance of IT Park (“Project”) at Agartala. The TUDA will enter into separate agreements with the Successful Bidder selected in accordance with this RFP. The agreements will be in the format specified by the TUDA.

A “Two Stage” bidding process is being followed for determining the Successful Bidder. The Bidders are required to meet the minimum threshold technical criteria, as stated in this Request for Proposal (RFP). Pursuant to that, the Bidders would be evaluated on the basis of detailed technical proposals and IT built up space proposed for undertaking the Project as set out in this RFP. This qualification assessment would be carried out as part of the current bidding and evaluation process. The proposal of only those Bidders that possess the minimum technical requirements specified herein would be opened and evaluated.

The RFP document contains information about the Project, bidding process, proposal submission, qualification proposal requirement.

Commissioner,

TUDA(Tripura Urban Planning & Development Authority)

2. Fact Sheet

| Sl. | Key Information | Details |
|-----|---|--|
| 1 | Name of the Project | Request for Proposal (RFP) for Development of IT Park cum Commercial Complex, Dhaleswar, Agartala on Design, Build, Finance, Operate and Transfer (DBFOT) Basis under Public Private Partnership (PPP) |
| 2 | RFP Reference No. | RFP No.TUDA/RFP/01/2019 |
| 3 | Portal for downloading of RFP | https://tripuratenders.gov.in |
| 4 | Location of the Project | Old Central Jail, Dhaleswar, Agartala, Tripura |
| 5 | Name and Address of the Bid Issuing Authority | Tripura Urban Planning & Development Authority, Gorkhabasti, Agartala |
| 6 | Contact Details | Dr. Milind Ramteke, IAS, Commissioner, TUDA email id – tuda.trp@gmail.com |
| 7 | Institutional Structure for Implementation | 1.Single entity 2.Consortium upto 4 members including prime bidder is allowed |
| 8 | Lease Format | Design – Build – Finance-Operate – Transfer (DBFOT) Basis |
| 9 | Earnest Money Deposits Bid Security | Bid security shall be Rs10,00,000/- (INR Ten Lakhs) (Refundable) |
| 10 | Performance Security | 10% of the land premium |
| 11 | Letter of Award | To be decided after evaluation of bids |
| 12 | Signing of Lease Agreement | Within 30 days of issue of Letter of Award |
| 13 | Lease Period | 30 years including construction period |
| 14 | Construction Period | 36 (Thirty-Six) months |

| Sl. | Key Information | Details |
|-----|-----------------|--|
| 15 | Core Components | <ul style="list-style-type: none"> • Multistoried buildings with at least 6 lakhs square feet of IT built up space. • The buildings will have Business centres/Shopping Malls, Offices for IT companies, residential flats. • Provision for Solar Rooftop. • Rain Water Harvesting (RWH) structure. • All Water Supply, sewerage connection and Electrical supply and facilities. • Vertical gardening 2nd floor on all sides of the building • Car Parking facility to accommodate at least 1000 vehicles. • Landscape Development at the land allotted • The developer shall take up the responsibility for shifting existing utilities if required. • ICT components to ensure proper administrative Surveillance and measure safety, housekeeping for entire compound |

3. Important Dates

| Sl. No. | Activity | Deadline |
|----------------|--|-----------------------------|
| 1 | Release of RFP | March 9, 2019 at 12:00 noon |
| 2 | Last date of receipt of queries on RFP | March 22, 2019 at 5:00 PM |
| 3 | Pre-bid Meeting date | March 25, 2019 at 3:30 PM |
| 4 | Corrigendum | March 27, 2019 |
| 5 | Last date for submission of Bids | April 24, 2019 at 3:00 PM |
| 6 | Date of opening of Pre-qualification bids | April 25, 2019 at 3:30 PM |
| 7 | Date of opening of Proposal for IT build-up spaces | Will be announced later. |

4. Project Background

4.1 Introduction

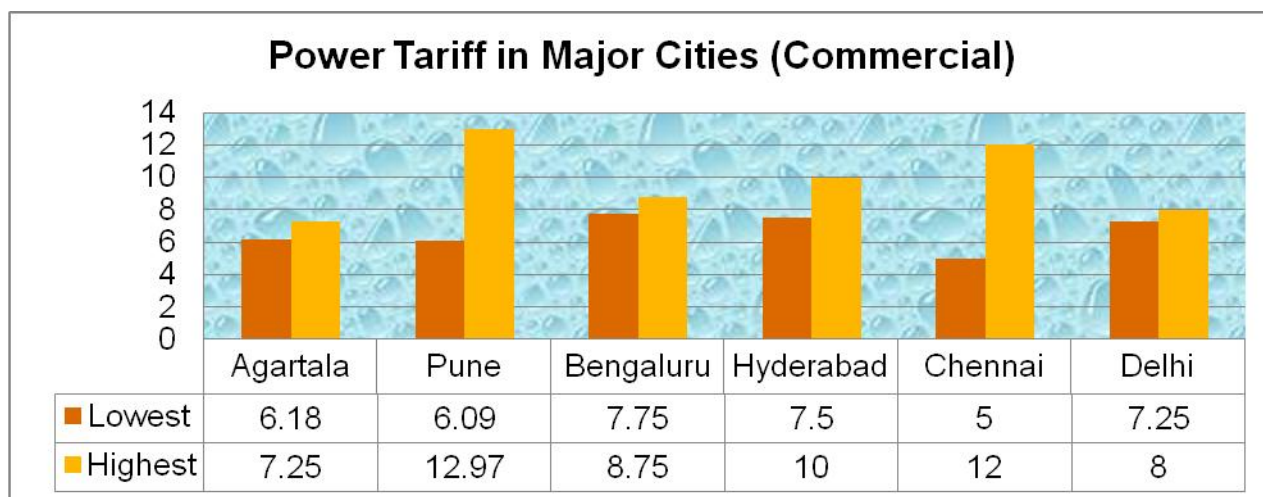
4.1.1 Tripura has several advantages for growth of IT Industries in comparison to other parts of country. Tripura is strategically located between Bangladesh and South East Asia to boost foreign trade.

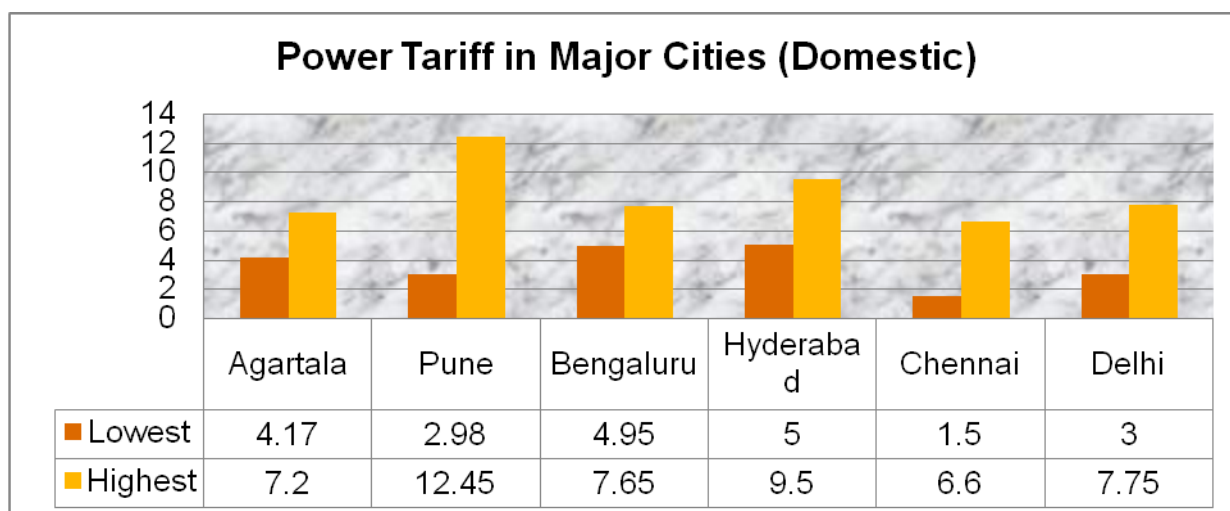
4.1.2 Tripura is the only Power surplus state in NE, having uninterrupted power supply across the state. Surplus power generated is supplied to Bangladesh and other states.

4.1.3 Power tariff in Tripura is low as compared to other major cities in India. A comparison of commercial as well as domestic tariffs is given in the table below.

Power Tariff in Major Cities (Rs. /kWh)

| | Agartala | Pune | Bengaluru | Hyderabad | Chennai | Delhi |
|-------------------|--------------|---------------|--------------|---------------|---------------|--------------|
| Commercial | 6.18 to 7.25 | 6.09 to 12.97 | 7.75 to 8.75 | 7.50 to 10.00 | 5.00 to 12.00 | 7.25 to 8.00 |
| Domestic | 4.17 to 7.20 | 2.98 to 12.45 | 4.95 to 7.65 | 5.00 to 9.50 | 1.50 to 6.60 | 3.00 to 7.75 |





4.1.4 Tripura achieved first position in literacy with 94.65%, more than Kerala (93.91%) and jumped from 4th position in 2011 census (87.75%). The State has good network of schools and colleges spread across the State, including Central University, Engineering Colleges, Polytechnic Institutes and ITIs. Large companies like Infosys, WIPRO, IBM, L&T Infotech, Oracle, Samsung, Maruti etc. are recruiting manpower from Tripura.

4.1.5 Tripura has favorable climate condition. Maximum temp. is 33°C, hence cost for power consumption for cooling is much less compared to Chennai, Hyderabad, Delhi, Mumbai, Bengaluru etc. Comparative climate information with major cities of India is given below:

| Sl | Month | Agartala | | Pune | | Bengaluru | | Hyderabad | | Chennai | |
|----|-----------|----------|------|------|------|-----------|------|-----------|------|---------|------|
| | | Max | Min | Max | Min | Max | Min | Max | Min | Max | Min |
| 1 | January | 25.2 | 10.5 | 30.3 | 11.4 | 27.9 | 15.8 | 29.3 | 15.9 | 29.3 | 21.2 |
| 2 | February | 28.2 | 13.9 | 32.8 | 12.7 | 30.7 | 17.5 | 32.4 | 18.3 | 30.9 | 22.2 |
| 3 | March | 31.7 | 18.9 | 36.0 | 16.5 | 33.1 | 20.0 | 35.9 | 21.5 | 32.9 | 24.2 |
| 4 | April | 32.9 | 22.4 | 38.1 | 20.7 | 34.0 | 22.0 | 38.1 | 24.4 | 34.5 | 26.6 |
| 5 | May | 32.6 | 23.4 | 37.2 | 22.5 | 33.3 | 21.7 | 39.4 | 26.3 | 37.1 | 28.0 |
| 6 | June | 32.3 | 25.2 | 32.1 | 22.9 | 29.6 | 20.4 | 34.9 | 24.2 | 37.0 | 27.5 |
| 7 | July | 31.6 | 25.2 | 28.3 | 22.0 | 28.3 | 19.9 | 31.3 | 22.8 | 35.3 | 26.4 |
| 8 | August | 32.2 | 25.2 | 27.5 | 21.4 | 27.8 | 19.8 | 30.1 | 22.2 | 34.7 | 25.9 |
| 9 | September | 31.8 | 24.6 | 39.3 | 20.7 | 28.6 | 19.8 | 31.1 | 22.3 | 34.2 | 25.6 |
| 10 | October | 31.4 | 22.4 | 31.8 | 18.8 | 28.2 | 19.6 | 31.0 | 20.6 | 32.1 | 24.6 |
| 11 | November | 29.6 | 17.1 | 30.5 | 14.7 | 27.2 | 18.0 | 29.6 | 17.4 | 29.9 | 23.1 |
| 12 | December | 26.6 | 12.1 | 29.6 | 12.0 | 26.5 | 16.2 | 28.7 | 15.1 | 28.9 | 21.9 |

Source: - Climatological Table, India Meteorological Department
[<http://www.imd.gov.in>]

4.1.6 Tripura has completely hygienic pollution free environment. Also, Agartala was awarded as green city in India in 2014 by the Skoch Foundation. A comparison of major cities on National Air Quality Index is given below.

| Pollutant | Agartala | Pune (Station: Karve Road) | Bengaluru (Station: Silk Board) | Hyderabad (Station: Bollaram Industrial Area) | Chennai (Station: Alandur Bus Depot) |
|------------------|-----------------|---|--|--|---|
| PM2.5 | 12 | 38 | 65 | 74 | 155 |
| PM10 | 34 | 53 | 118 | 107 | NA |
| NO2 | 22 | 13 | 37 | 18 | 23 |
| NH3 | NA | NA | 6 | 6 | NA |
| SO2 | 9 | 34 | 12 | 14 | 10 |
| CO | 25 | 50 | 76 | 12 | 60 |
| OZONE | NA | 8 | 7 | 7 | 19 |

Source: - National Air Quality Index, Central Pollution Control Board [https://app.cpcbcr.com/AQI_India/]; for Agartala the source is <http://airpollutionapi.com/aqi/india/tripura/Agartala>. Data is as on 07-Sep-2018, 2:00 PM.

4.1.6 Agartala has daily to-and-fro direct flights to major cities like Delhi, Bengaluru, Hyderabad, Chennai, Kolkata and Guwahati and the Airport is being upgraded to an International Airport by Ministry of Civil Aviation, Govt. of India. Rail link to all major cities in India via Guwahati. Direct buses to Kolkata via Bangladesh, Guwahati and Silchar ply regularly.

4.1.7 The state is especially attractive for foreign investment as it is close to Myanmar, the gateway to the ASEAN countries. South East Asia is one of the fastest growing potential markets. Proximity to the SAARC countries of Bhutan, Bangladesh and Nepal gives foreign investors the advantage of international trade through SAPTA (South Asian Preferential Trading Agreement).

4.1.8 With the vision to promote IT/ ITeS Industries in the state and to create employment avenues for the IT educated youths, State government has introduced IT Policy & IT Incentive Scheme 2017. In IT incentive schemes the State Govt. has given subsidy on fixed capital investment (30%), floor space rental (30% - 50%), power charges (25%), bandwidth cost (30%), certification charges (100%), EPF contribution (50% - 100%) etc.

4.1.9 The 3rd International Internet Gateway (IIG) at Agartala has been commissioned on 23rd March 2016 extending 10 Gbps International Internet Bandwidth from Cox Bazar, Bangladesh to Agartala. Broadband data of entire North-eastern region and occasionally internet traffic from Kolkata is being routed through Agartala International Internet Gateway.

4.1.10 Tripura is the most peaceful state in North-East India without any insurgency activity. People of various religions and communities reside in harmony. State Government is proactive and committed to extend all possible supports to the investors/entrepreneurs.

4.2 Location of the Project

The State Govt. has identified 18-acres land at Old Central Jail, Banamalipur, within the heart of city. 10 acre of land will be provided on lease basis to the selected builder/investor through open tender process for construction of IT Tower. The TUDA envisages construction of an IT Park cum Commercial Complex on the parcel of land under PPP mode. The details of the land parcel are as follows –

The details of the land where the Project will be developed is as specified below:

| Sl No | Details of Available Land | Specification |
|-------|---------------------------|---------------------------------------|
| 1 | Location | Old Central Jail, Dhaleswar, Agartala |
| 2 | Area | 10 acre |

Map - Google



Satellite View - Google



4.3 Site requirements

4.3.1 It is proposed to develop a modern IT Park Cum Commercial Complex facility at the above-mentioned site. The same shall be available for the Project with “Scope of Work” Section 7 of this Document. As given below while complying with applicable laws, including but not limited to the local building by-laws:

- Multistoried buildings with at least 6 lakhs square feet for IT built up space
- The buildings will have Business centres/Shopping Malls, Offices for IT companies, residential flats.
- Provision for Solar Rooftop.
- Rain Water Harvesting (RWH) structure.
- All Water Supply, sewerage connection and Electrical supply and facilities.
- Table top intersections on both sides of the site
- Vertical gardening on the surface of the building upto 2nd floor.
- Car Parking to accommodate at least 1000 vehicles.
- The developer shall take up the responsibility for shifting existing utilities as required.
- ICT components to ensure proper administrative Surveillance and measure.
- Fire safety, housekeeping for entire compound.
- Security

To meet the above requirements, the Bidder shall have the full right to design the respective site as a whole and can propose the best options to TUDA. The Bidder can plan the Site as a whole and provide for IT Park cum Commercial Complex. The Bidder can plan for overall traffic circulation within the Site and on access roads outside the Site.

4.3.2 The proposed Site is considered suitable for commercial development given its location, size and connectivity.

4.3.3 Bidders are required to carry out their own due diligence for the potential revenue generated from the IT Park Cum Commercial Complex and advertisement rights from development of the Project at Agartala. The TUDA shall not take any kind of responsibility whatsoever for the generation of revenue from the aforesaid sources.

4.3.4 The TUDA proposes to select a Successful Bidder for taking up the development of the aforesaid Project in DBFOT mode at Agartala in accordance with the provisions of the lease Agreement, which shall have a predetermined Lease Period starting from the date of conditions precedent specified in the Lease Agreement are satisfied (such date being hereinafter referred to as the “Commencement Date”).

4.3.5 The proposed site for ‘IT Park Cum Commercial Complex’ at Agartala shall be leased to the developer for the purpose of development of the Project. The developer shall develop the Project and thereafter, operate and maintain it

throughout the Lease Period. The act of granting permission to develop the Project at the Site and to sub - license the use of the Project Facility or any part thereof shall not vest or create any proprietary interest in the Site or the infrastructure comprising the Project, or any part thereof including any permanent fixtures, fittings, etc. in-stalled at the location of the Site in favor of the developer or any sublicensed(s).

4.3.6 The developer shall be entitled to sub - license the built-up space in accordance with the provisions of the Lease Agreement, and any guidelines or procedures prescribed by the TUDA in this regard from time to time.

4.3.7 Construction of IT Park cum commercial complex as per scope of work must be approved by the AMC /TUDA/ Related State Govt. Authority/ central Govt. Authority

- Construction of IT Park cum Commercial Complex as permitted by applicable law, including but not limited to local building by-laws.
- Separate entry and exit for Commercial Complex and IT Park and also providing entry to commercial complex from the IT Park.

Commercial Complex may include:

- Shopping Mall / Multiplex
- Food Courts / Restaurants
- Hotel with Restaurants
- Hypermarket
- Retail Showrooms for consumer goods / garments / electronics etc. (Banks and Banks' ATMs /etc.)

5 Instruction to Bidder

5.1 Eligible Bidders

Bidders fulfilling the eligibility criteria set out in section 8 will be the eligible Bidders provided the Bidder is not under a declaration of ineligibility for corrupt or fraudulent practices, and the Bid is not non-responsive in terms of this RFP.

5.2 Pre-Bid Conference

Bidders may send their queries to the TUDA by the date as stipulated in the Proposal Data Sheet in writing. The clarifications to queries received till the stipulated date will be uploaded on e-portal. The queries received after the prescribed date will not be entertained by the TUDA.

- a) The purpose of the Pre-Bid Conference will be to clarify and discuss issues with respect to the Project, the RFP or any other related issues.
- b) The Bidder or his authorized representative is invited to attend a Pre-Bid Conference, which shall take place at the date and venue as prescribed in the Proposal Data Sheet
- c) It is advisable to attend the Pre-Bid Conference. Subsequent to the date of the Pre-Bid Conference, the TUDA shall not respond to questions or inquiries from any Bidder.

Bidders may send their queries to the TUDA by the date as stipulated in the Proposal Data Sheet in writing. All the Bidders will be sent the clarifications to queries received till the stipulated date. The queries received after the prescribed date will not be entertained by TUDA.

- Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be uploaded on e-portal. Any modification of the tender documents, which may become necessary as a result of the pre-tender meeting shall be made by the TUDA exclusively through the issue of an Addendum and not through the minutes of the pre-tender meeting.
- Non-attendance at the pre-bid meeting will not be a cause for disqualification of a tenderer.
- Template for Pre-bid Queries as Format-N.

5.3 Amendment of RFP

5.3.1 At any time prior to the Proposal Due Date, TUDA may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP through the issuance of addendum. Addendums thus issued will be uploaded on tripuratenders.gov.in.

5.3.2 In order to give the Bidders reasonable time in which to take an addendum into account, or for any other reason, the TUDA may, at its discretion, extend the Proposal Due Date.

5.4 Development Envisaged

5.4.1 The developer may use or allow the use of facilities developed for the Project for other activities, which are not envisaged in the RFP, only after prior written approval of the TUDA. The decision of the TUDA to allow or disallow such use shall be final in this regard.

5.4.2 IT Park Cum Commercial Complex developed by PPP developer is meant to rent for Lease basis only.

5.4.3 During construction developer to ensure smooth functioning of Traffic and as per mutual discussion with the Transport authority of the State.

5.4.4 Area earmarked for the Project shall be utilized for the development of IT Park Cum Commercial Complex and the related amenities. It would be the responsibility of the developer to develop the other facilities which are required for creation of a complete state-of-the-art IT Park. The developer shall adhere to the minimum standards laid down by the TUDA for the Project.

5.4.5 The development of the “IT Park Cum Commercial Complex” shall be achieved in a phased manner. The developer would be required to construct the “IT Park Cum Commercial Complex” amenities along-with all related facilities/ utilities/ infrastructure etc. within thirty six months from the Compliance Date (the “Construction Period”) which should be ready to use in all respect. The TUDA shall not unreasonably interfere with any other internal layout of the Commercial Complex, proposed by the developer, except the area where the “IT Park Cum Commercial Complex” is constructed.

5.4.6 The “IT Park Cum Commercial Complex” to be developed by developer must conform to the existing building regulations and by laws of the local authorities at its own cost. The responsibility to get all the necessary permits and approvals for the above shall lie solely with the developer.

5.5 Lease period

In general, lease period is the span of time granted by the government to the private sector within which the private sector is responsible for the financing, construction and operation of a project. The lease period of the project is **30 years including the Construction period of 36 months**. The TUDA may consider extension of the lease period on the performance of the developer and city requirements at that time on the mutually agreed terms and conditions.

5.6 Revenue Streams from the Project

The revenue streams will be generated from “IT Park Cum Commercial Complex” as specified below.

5.6.1 Revenue streams from the IT Park

- The developer would have the flexibility to charge any rentals from the spaces of IT Park to the third party. However, the developer shall not have the right to out-rightly sell the facility to third party / any person.

- **Advertisement Rights:** - Developer has the right to locate hoardings charge for advertisements from the proposed LED façade etc. as per applicable rules, regulations, standards etc.

5.6.2 Revenue Stream from Commercial Complex

- The revenues will be generated from the Commercial Complex. The Developer should be able to generate revenues from the commercial rentals, parking in the Commercial Complex, advertisements, revolving restaurant etc. in compliance with applicable law. The Developer would have the flexibility to charge any rentals from the commercial spaces licensed to the third party. However, the Developer shall not have the right to out-rightly sell the facility to third party / any person.

5.7 Statutory Clearances

5.7.1 Commercial development is permissible on the Site. However, the Developer is required to adhere to the development control norms as per the prevailing Building Bye-laws. The Developer shall at its sole cost obtain the applicable clearances and sanctions from competent statutory authorities for building plans, utilities, firefighting, electric connection/ sub-station, environment etc. etc. It is to be clearly understood that all such clearances are to be obtained by the Successful Bidder and the TUDA may only provide assistance, wherever possible, on best effort basis without any binding obligation.

5.7.2 The Developer shall plan and install fire-detection, fire-alarm and firefighting system and obtain necessary approval from competent authority on design and installation of the same. Such fire-fighting arrangements should conform to the National Building Code of India, 2016, and other rules and regulations, as applicable with all amendments from time to time. The design and engineering specifications may also take into account the Indian Road Congress Codes of India and Unified Traffic and Transportation Infrastructure (Planning and Engineering) Centre –Street Design Guidelines.

5.7.3 If during the lease Period, any loss of property and/or life takes place, the loss and account of the same shall be borne entirely by the Developer and the TUDA shall not be liable for any such claims. The Developer shall be responsible for the payments arising out of any third-party claims. The Developer is advised to procure insurance for meeting such liabilities at his own cost.

5.8 Assign ability and Encumbrances

5.8.1 Prior approval will be sought from TUDA before raising loan from a lender /financial institution. The Developer shall be entitled to assign any of his rights, or interests in this Agreement in favor of lenders/ financial institutions at any time, for raising finance for the Project.

5.8.2 However, under no circumstances, the land shall be mortgaged, charged or otherwise any lien (including negative lien), charge or encumbrance be created or

agreed to be created in favor of any person, including lenders / financial Institution(s) / banks.

5.9 Insurance

The bidder will be required to undertake the insurance for all components of which has been described under this RFP.

5.10 Rights to Accept/Reject any or all Proposals

TUDA reserves the right to accept or reject any proposal, and to annul the bidding process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected bidder or bidders of the grounds for TUDA's action.

5.11 Governing Law

The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Agartala shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.

6 General Terms and Conditions for Evaluation

The evaluation of the bids will be completed in 3 stages.

Stage 1 - Opening of Pre-qualification

Stage 2 –Opening of Technical Bid.

Stage 3 - Opening of proposed IT built up space of technically qualified Bidders

The entire bidding process has been explained elaborately in Section 4 of this RFP Document.

6.1 Bidder

Any person(s) including a company, private sector, sole proprietor or a registered partnership firm or a company or a LLP, or a foreign entity who submits a bid (“Proposal”/“Bid”) as per the terms of this RFP within the stipulated time for submission of Proposals is a “Bidder” for the purpose of this RFP.

6.2 Proposal Submitted by a Consortium/sole bidder

6.2.1 The maximum number of allowed members in a consortium is three (3). Each consortium must specify the proposed equity share holding and nominate a member as the “Lead Member” of the Consortium. This shall be enshrined in the Joint Bidding Agreement (“JBA”) signed by all consortium members and submitted along with bid/ proposal.

6.2.2 Any changes in the membership of a Bidder will be rejected by the TUDA. Proposals submitted by a consortium must provide a JBA to be signed by each member in that consortium and also, on their respective company letter-head duly signed by the authorized signatory of the company which describes the responsibilities and equity commitments of that member in the consortium.

6.2.3 Members of the Consortium shall be liable jointly and severally for the execution of the Project in accordance with the terms of the Lease Agreement and a statement to this effect shall be included in the Joint Bidding Agreement. The TUDA may require other such documents / undertakings/ indemnities as it may deem fit from the Consortium members before or at the time of issuance of Letter of Award/ signing of the Lease Agreement.

6.2.4 The Lead Member nominated at the time of submission of the Proposal shall continue to be the Lead Member of the Special Purpose Company (SPC). The Lead Member shall hold authorization in the form of power of attorney. The Proposal must designate one or more person(s) to represent the Bidder in its dealings with the TUDA. Unless specifically advised to the contrary, the TUDA shall assume that the person (s) designated is authorized to perform all tasks, including, but not limited to, providing information, responding to inquiries and entering into contractual commitments on behalf of the company or the consortium as the case maybe. Any and all limitations on the TUDA of the designated person(s) shall be detailed in the Proposal.

6.2.5 Bidders who have used the net worth and/ or technical support/ expertise of their parent/ group company to satisfy the minimum eligibility criteria

mentioned in the NIT advertisement, shall be required to furnish along with their Proposals, a letter of guarantee, accompanied by a board resolution from their Parent/ Group Companies authorizing the said Bidder to take part in the bidding process and by pledging their financial strength and/ or technical support and expertise towards the development of the Project. Failure to furnish such letter of guarantee accompanied by a board resolution from the parent/ group company shall entail automatic disqualification of their proposals by the TUDA.

6.2.6 Each member of the Consortium shall submit a signed letter (on the company's letter head) with the Proposal, which states that the said member:

- Has reviewed the entire Proposal.
- Is in accord with each key element of the Proposal, including, but not limited to, its technical and price components, description of the member's
- Responsibilities and commitments to the Project, and the designated person(s) who will represent the Consortium during the negotiation process. Any substantive exception or caveat should be addressed in the enclosed letter.
- Has participated in only one Proposal for this Project.
- Each of the Consortium members will be jointly and severally liable to the TUDA.

6.2.7 All pertinent information that may affect the performance of the responsibilities of any Consortium member such as ongoing litigation, financial distress, or any other such matter must be disclosed. In the event of non-disclosure of such information, the Proposal will be liable to be rejected by the TUDA.

6.3 Fee and Deposits to be paid by the Bidder

6.3.1 Bid Security / Earnest Money Deposit

- a) **The Bid shall contain EMD amount of INR. Rs 10,00,000 /- (INR Ten Lakhs only) (Refundable) in the form of Bank Guarantee (Format-F).** The EMD shall be from a Nationalized Bank/ Scheduled bank payable on demand at any of the bank branch at the Agartala. No exemption for submitting the EMD will be given to any agency. EMD/Bid security in any other form will not be entertained. The EMD shall be valid for a period of 180 days and extendable upon request by the Authority, from the date of last date of submission of bid. The Bidders shall upload the scanned copy of Bank Guarantee in the e-portal along with the Technical Bid documents. However, the original Bank Guarantee shall be submitted by the Bidder to the Authority on or before the time & date fixed for opening of the Technical Bids. Failure to do so, the Bid will be treated as non-responsive and will be rejected.
- b) For Unsuccessful Bidders: The Bid Security of all Unsuccessful Bidders would be returned without interest, after submission of Performance Bank Guarantee / Additional bank guarantee by the Successful Bidder.

- c) For Successful bidders: The Bid Security, for the amount mentioned above, of Successful Bidder would be returned without interest upon submission of Performance Bank Guarantee / additional bank guarantee by the Successful Bidder.
- d) The Bidder shall be disqualified from the evaluation process if the prescribed EMD is not submitted (scanned copy as well as the original BG) along with the bid.
- e) The Bid Security may be forfeited in any of the following circumstances:
- If a Bidder withdraws its bid during the period of bid validity; or
 - In the case of a successful Bidder, if s/he fails to submit the Performance Bank Guarantee and/or sign the Contract in accordance with this RFP
 - If the Tenderer withdraws the Tender after tender opening during the period of tender validity;
 - If the Tenderer does not accept the correction of the Tender Price if any.
 - In the case of a successful Tenderer, if the Tenderer fails within the specified time limit to
 - In the case of a successful Tenderer, if the Tenderer fails within the specified time limit to
- a) Sign the Agreement; or
- b) Furnish the required Security deposit

6.3.2 Performance Bank Guarantee (PBG)

The Successful Bidder, for due and faithful performance of its obligations under the Lease Agreement, shall be required to provide to the TUDA within twenty-one (21) days of the acknowledgement of Letter of Award, the following:

- The successful Bidder shall at his own expense submit unconditional and irrevocable Performance Bank Guarantee (PBG) to the Authority. The PBG shall be from a Nationalized Bank or a Scheduled Bank in the format prescribed in Format-F, payable on demand at any of the bank branches in Agartala, for the due performance and fulfillment of the contract by the bidder.

This Performance Bank Guarantee shall be for an amount equivalent to 10% of the land Premium.

PBG shall be invoked by Authority, in the event the Bidder:

- a. Fails to meet the overall penalty condition as mentioned in RFP or any changes agreed between the parties,
- b. Fails to perform the responsibilities and obligations as set out in the RFP to the complete satisfaction of Authority,
- c. Misrepresents facts/information submitted to Authority.

The performance bank guarantee shall be discharged/returned by Authority upon being satisfied that there has been due performance of the obligations of the bidder

under the contract. However, no interest shall be payable on the performance bank guarantee.

In the event of the Bidder being unable to service the contract for whatever reason(s), Authority shall have the right to invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of Authority under the contract in the matter, the proceeds of the PBG shall be payable to Authority as compensation for any loss resulting from the bidder's failure to perform/comply its obligations under the contract.

6.3.3 Tender Fees

Tender processing fees nonrefundable and non-exempted INR 10,000/- in form of demand Draft in favor of Tripura Urban Planning & Development Authority, Payable at Agartala.

6.3.4 One Bid per Bidder

Each Bidder shall submit only one Bid for the Project. Violation of this shall lead to disqualification of the Bidder along with the Consortium it is the part of.

6.3.5 Proposal Preparation and Cost

The cost of preparation of the Proposal and related expenses shall be borne by the Bidders themselves.

6.3.6 Due Diligence, Inspection and Investigation

The Bidders shall be deemed to have conducted a due diligence exercise with respect to all aspects of the Project, including a detailed survey of the site and information/ data provided by the TUDA in the RFP Document, when they submit the Proposal. Interested Bidders are invited to visit and inspect the Site at their own expense. Failure to investigate fully the Site or subsurface conditions shall not be a valid ground to relieve the Bidder subsequently after its Proposal nor shall it relieve the Bidder from any responsibility for estimating the difficulty or costs of successfully completing the Project.

6.4 Validity of Proposal

6.4.1 The Proposal shall remain valid for a period not less than one hundred eighty (180) days from the due date of submission ("Offer Validity Period"). The TUDA reserves the right to reject any Proposal that does not meet this requirement. Validity of Proposal shall be extended for a specified additional period at the request of the TUDA.

6.4.2 A Bidder agreeing to the request will not be allowed to modify his Proposal, but would be required to extend the validity of his Bid Security for the period of extension.

6.4.3 The Proposal Validity Period of the Successful Bidder shall be extended till the date of execution of the Lease Agreement.

6.5 Right to Reject Proposals

6.5.1 The TUDA reserves the right to reject any / all proposals including the highest proposal or withdraw the invitation of the proposal at any stage without

citing any reason. Nothing contained herein shall confer any right upon a Bidder or create any obligation/ liability upon the TUDA of any type whatsoever.

6.5.2 Misrepresentation / Fraud / Breach of Terms and Conditions If it is discovered at any point of time that the Bidder has suppressed any fact or given a false statement or has done misrepresentation or fraud or has violated any of the terms of the RFP, the bid shall be cancelled by the TUDA. In such an event, the Bidder will not be entitled to any compensation whatsoever, or refund of any other amount paid by him.

6.5.3 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Tripura

6.6 Disputes

All disputes between the Successful Bidder and the TUDA shall be settled as per the dispute resolution procedure elaborated in the Lease Agreement. During the bidding process no dispute of any type would be entertained. Even in such cases where the TUDA asks for additional information from any Bidder, the same cannot be adduced as a reason for citing any dispute.

7 Scope of Work

Brief Scopes of Work

Following scopes of work are envisaged for the developer.

7.1 Construction of IT Park Cum Commercial Complex:

- Smart, iconic structure.
- Minimum 6 lakhs square feet IT build up space to be created.
- Car Parking facility to accommodate at least 1000 vehicles.
- Building Management System with CCTV etc to be set up.
- Additional Parking facility to be created around building.
- Public convenience facilities at ground floor.
- Provision for Solar Rooftop, excess generation shall be offloaded to grid.
- Vertical gardening on outer surface of the building upto 2nd Floor
- Rain Water Harvesting (RWH) structure.
- Tree transplantation in existing site.
- Footpath development around the site along with street furniture, landscaping, lights, Garden Gym etc.
- Shifting existing underground utilities if required.
- Landscape development with internal road, etc.
- Shifting of the water pipeline if required.
- Shifting of electrical facilities if required.

7.2 Special Conditions

- The authorities reserve the rights to relax the Building Rules (including Floor Area Ratio) based on the requirement of the proposal.
- The Developer shall have the right to lease the property or sublet as per their requirement.
- The Developer shall have the right to take loan from financial institutions as per their requirement.
- **Bidders are advised to conduct site reconnaissance and calculations of their own.**

7.3 Lease period

A total Lease period will be of 30 years from the date of signing of the agreement.

7.4 Land Premium Fee

The selected agency will have to pay premium for **Rs. 25 Crores** for the leased land. The premium fee would be paid by the developer in 30 equal installments in

30 years. Developer will make the payment of 1st installment within 30 days of the issue of LOA.

7.5 Specifications and Drawings

The Developer shall execute the basic and detailed design and the engineering work in compliance with the provisions of the Contract, or where not so specified, in accordance with good engineering practice. The Developer shall be responsible for any discrepancies, errors or omissions in the specifications, drawings and other technical documents that it has prepared, whether such specifications, drawings and other documents have been approved by the TSAC or not, provided that such discrepancies, errors or omissions are not because of inaccurate information furnished in writing to the TUDA.

7.6 Approval/Review of Technical Documents by Project Manager

The following documents must be approved before execution

- I. All designs
- II. All drawings
- III. Revisions of the above if any
- IV. Work Schedules
- V. Any variations

7.7 Time line

| SlNo | Description of Milestones | Time for completion from the date of Receipt of LOA |
|------|---|---|
| 1 | Project Charter | 2nd week |
| 2 | Detail Project report with all design and structural lay out plan | 4th Week |
| 3 | Mobilization to the site and establishment of field office and quality control laboratory | 4th Week |
| 4 | Approval and design of drawings. | 6 months |
| 5 | Completion of civil works | 2 year 6 months |
| 6 | Completion of installation of plant and Equipment | 2 year 9 months |
| 7 | Trial run and Completion of commissioning | By end of 3 rd year |
| 8 | Operation and maintenance | 4th year to 30th year |

8 Tendering Procedure and Schedule

Eligibility of the Bidders

8.1 Pre-Qualification Criteria

Interested bidder meeting the following Eligibility Criteria may submit their proposal for this project:

| # | Eligibility Criteria | Document Proof |
|---|---|---|
| 1 | <p>The Bidder should be:</p> <p>Registered under the Companies Act 1956/2013.</p> <ul style="list-style-type: none"> • In operation in India for a Period of at least 3 years as on publication of bid. • Sole proprietor or a registered partnership firm or a LLP | <p>Copy of Certificate of Incorporation / Registration under Companies Act 1956/2013</p> <ul style="list-style-type: none"> • GST Registration Certificate • Documentary proof for business operation in India or abroad |
| 2 | <p>The average annual Turnover in Indian Rupees 100 Crore for last 3 audited financial years (2015-16, 2016-17, 2017-18)</p> | <p>Certificate from the Statutory Auditor / CA clearly specifying the annual turnover for the specified years</p> |
| 3 | <p>The Positive Net Worth (PNW) in each of the last three (3) financial years as on 31st March 2018</p> | <p>Audited and Certified Balance Sheet and Profit/Loss Account of last 3 Financial Years should be enclosed</p> <ul style="list-style-type: none"> • Certificate from the Statutory auditor/ CA clearly specifying the net worth and Annual Average Net cash Accrual of the firm |
| 4 | <p>The bidder should be a private sector contractor/empanelled with Government of India/State Government/ Public Sector undertakings as “A” class contractors with experience in construction or development in the following area: IT Parks/Commercial building not below the project cost of 100 crores.</p> <p>a) Bidder should have experience of having successfully completed similar works during last 3 years as on the bid date.</p> | <p>a) Copy of Work Orders along with the copy of the contract Agreement.</p> <p>b) Completion certificate/Copy of work order</p> |

8.2 Technical Evaluation Framework

The bidder's proposed solution in the Technical Evaluation bid shall be evaluated as per the evaluation criteria in the following table. The mandatory and fulfillment of optional components of scope of work will also be taken into account. The bidder may also be required to make a Presentation to a Committee nominated by TUDA.

| # | Particulars | Max Marks | Marking Criteria |
|----|--|-----------|------------------|
| A | Project Design Capability – presentation (Bidders will submit relevant design documents, Project Implementation Plan and Presentation etc.) | 50 | |
| A1 | Design configuration – conceptual planning & architectural layouts of the facilities | 15 | |
| A2 | Contingency plans – safety & disaster management plans | 5 | |
| A3 | Design attractiveness – Aesthetics, façade, Environment friendliness, energy efficiency | 10 | |
| A4 | Sequencing and activity time schedule and construction methodology | 5 | |
| A5 | Plan for implementation of IT components of the project | 15 | |
| | | | |
| | Total | 50 | |

Note: Authority (or a nominated party) reserves the right to check/validate the authenticity of the information provided in the Pre-qualification and Technical Evaluation criteria and the requisite support must be provided by the Bidder.

The net worth in Indian Rupee (INR) shall be duly certified by a statutory auditor.

8.3 Preparation and Submission of Proposal

8.3.1 Completed proposals shall be accepted on or before the Proposal Due Date through e-procurement only.

8.3.2 The TUDA, at its sole discretion, retains the right, but is not obliged, to extend the Proposal Due Date by issuing an addendum.

8.3.3 Bidders shall furnish the information strictly as per the RFP without any ambiguity. The TUDA shall not be held responsible if the failure of any Bidder to provide the information results in lack of clarity in interpretation and consequent disqualification.

8.3.4 In case of a Consortium, wherever required, the Proposal must contain such information individually for each member of the Consortium.

8.3.5 In case of a Consortium, the members shall submit a Joint Bidding Agreement conveying their intent to jointly bid for the project, and in case the project is awarded to them, to form a SPC that will subsequently carry out all its responsibilities as the Developer. The MOA (Memorandum of Association) shall also include the nomination of the Lead Member in the consortium and clearly outline the proposed shareholding and responsibilities of each member at each stage.

8.3.6 All proposals/bids/offers shall be signed by the duly 'Authorized Signatory' of the Bidder. In case of a consortium, the proposal shall be duly signed by the Authorized Signatory of the Lead Member. Bidders shall submit a supporting power of attorney authorizing the Authorized Signatory of the Proposal to commit the Bidder and agreeing to ratify all acts, deeds and things lawfully done by the said attorney. In case of a consortium, such power of attorney shall be signed by all members of the consortium and shall be legally binding on all of them.

8.3.7 The Authorized Signatory shall digitally sign the proposal.

8.3.8 All witnesses and sureties shall be the persons of status and probity and their full names and addresses shall be stated below their signature. All signatures in the Proposal documents shall be dated.

8.3.9 Bidders are required to submit only one Proposal.

8.3.10 Any entity which submits or participates in more than one Proposal shall be disqualified and shall also cause the disqualification of the consortium in which it is a member.

8.4 Language and Currency

8.4.1 The Proposal and all related correspondence and documents shall be written in English language. If any supporting document attached to the bid is in any other language, the same may be supported by an English translation and in case of any ambiguity the translation (original as translated by the TUDA) shall prevail.

8.4.2 The currency for the purpose of the Proposal shall be Indian National Rupee (INR).

8.5 Bidder's Responsibility

It shall be deemed that prior to the submission of Proposal, the Bidder has made a complete and careful examination of:

- The requirements and other information set forth in this RFP document.

- The various aspects of the Project including, but not limited to the following:
The Site, existing facilities and structures, access roads and public utilities in the vicinity of the Site;
- All other matters that might affect the Bidder's performance under the terms of this RFP, including all legal obligations, clearances, risks, costs, liabilities and contingencies associated with the Project.

8.6 Site Visit

- The Bidders prior to submitting their Bid for the Project, are expected to visit and examine the project site and the site surroundings at his/her own expenses, the site being offered on an "as is where is" basis and ascertain, on their own responsibility, information, technical data, traffic data, market study, etc. including actual condition of existing services which may or may not have to be shifted/removed/replaced etc.
- It shall be assumed that all these factors were accounted for by the Bidder while quoting his Bid. The Bidder shall be deemed to have full knowledge of the site whether he inspects it or not.
- The TUDA shall not be liable for any mistake or error or neglect by the Bidder in respect of the above. Proposals that are not substantively responsive to the requirements of this RFP document will be rejected.

8.7 Sealing and Marking of Proposals

The Proposals shall be submitted online in the following steps:

- a) Technical Bid shall contain
 - EMD / Bid Security as per section 6 of RFP
 - Letter of Application and Interest (As per Format A)
 - General Information on the Bidder (As per Format B)
 - Affidavit (As per Format D)
 - Power of Attorney for Signing of Application (as per Format E)
 - Power of attorney for Lead Member from other Member in case of Consortium (as per Format G)
 - Format to establish the Technical Evaluation Framework of the Bidder as mentioned in in Section 8 of this RFP.
 - Format to establish the Pre-Qualification Criteria of the Bidder as mentioned in Section 8 of this RFP.
 - Joint Bidding Agreement (as per Format H)
 - Original RFP Document duly signed (on each page) by an authorized representative as a token of acceptance.
 - All required submissions, if the Bidder is applying through Consortium and as stated in the RFP Document.
 - Documents to support pre-qualification criteria mentioned in the 4.1.1

b) Proposal for IT Build up space (as per Format C)

- Bidder cannot upload the bid after due date of submission of bid as the e-portal will not support late submission after bid closing date.

8.8 Modification and Withdrawal of Proposals

8.8.1 Bidder can modify or withdraw his proposal before the last bid submission date.

8.8.2 Withdrawal of a Proposal during the interval between Proposal Due Date and expiration of the Proposal Validity Period would result in forfeiture of the Bid Security / EMD.

8.9 Opening of Bids

8.9.1 The technical bids received shall be opened online by the Committee constituted by the TUDA in the presence of the Bidders who chose to be present at the venue and date as decided by TUDA. The date for opening of proposed IT build up space shall be intimated in advance to the technically qualified Bidders.

8.9.2 In case of the following non-responsiveness of proposal in terms of the Section 6 the TUDA reserves the right to reject any Proposal and refund/ return the Bid Security, if:

- It is not signed as stipulated in Section 8 of the RFP document.
- The information and documents have not been submitted as requested and in the formats specified in the RFP.
- There are inconsistencies between the Proposal and the supporting documents.
- It does not mention the validity period as set out in section 6 of the RFP document.
- It provides the information with material deviations.

8.9.3 A material deviation or reservation is one:

- Which affects in any substantial way, the scope, quality, or performance of the Project, or
- Which limits in any substantial way, inconsistent with the RFP document, the TUDA's rights or the Bidder's obligations, or
- Which would affect unfairly the competitive position of other Bidders' presenting substantially responsive bids.

8.9.4 No request for modification or withdrawal shall be entertained by the TUDA in respect of such Proposals.

8.10 Evaluation of Proposals

The evaluation will be done in three (3) stages as explained below:

8.10.1 Stage – I

- I. The TUDA will open online the First Covers of all the Tenders (Pre-Qualification Bid as per section 8) received through e-procurement portal, in the presence of

the Tenderers or their representatives who choose to attend at the date, time and the venue specified in the e-procurement portal. In the event of the specified date of Tender opening being declared a holiday, the Tenders will be opened at the appointed time and location on the next working day.

- II. The TUDA will evaluate and determine whether each tender (a) meets the eligibility criteria, (b) is accompanied by the required earnest money deposit as per stipulations in Section 6 “Fees & Deposits to be paid by the Bidder” and (c) meets the minimum qualification criteria stipulated in Section 8. The TUDA will draw out a list of qualified Tenderers.
- III. Prior to the detailed evaluation of Tenders, the TUDA will determine whether each Tender; (a) has digitally signed; and; (b) is substantially responsive to the requirements of the Tender documents.
- IV. A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without deviation or reservation. A deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the RFP documents, the TUDA rights or the Tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.
- V. If a Tender is not substantially responsive, it will be rejected by the TUDA, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.
- VI. Only substantially responsive bidder and securing minimum 30 marks in technical criteria will be called for opening of offered for IT build-up space.

8.10.2 Stage – II

- I. The bidder shall offer total IT built-up space in terms of square feet. Minimum built-up space should be 6 Lakh square feet. The Bidder proposing highest IT built-up space will be selected.
- II. After selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by the authority to the selected Bidder and the selected Bidder 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 Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid security of such Bidder as damages on account of failure of the selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.
- III. After acknowledgement of the LOA as aforesaid by the selected Bidder, it shall cause the Developer to execute the lease Agreement within the period prescribed in Section 8.12. The selected Bidder shall not be entitled to seek any deviation, modification or amendment in the lease Agreement.

8.11 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the short-listed Bidders shall not be disclosed to any person not officially concerned with the process. The TUDA will treat all information submitted as part of all proposals in confidence and will insist that all who have access to such material treat it in confidence. The TUDA will not divulge any such information unless it is ordered to do so by any Government or TUDA that has the power under law to require its disclosure or due to statutory compliances.

8.12 Acknowledgement of the Proposal

- a. The Successful Bidder shall be issued Letter of Award (“LOA”) in duplicate. The Successful Bidder shall within ten (15) days of the receipt of the LOA, sign and return the duplicate copy of LOA in acknowledgement thereof. In the event duplicate copy of the LOA duly signed by Successful Bidder is not received within stipulated time, the TUDA may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as damages on account of failure of the Successful Bidder to acknowledge the LOA.
- b. After acknowledgement of the LOA as aforesaid by Successful Bidder, Developer shall execute the lease Agreement in the format specified by the TUDA within thirty (30) days thereof. The Successful Bidder shall not be entitled to seek any deviation, modification or amendment in the Lease Agreement.

8.13 Execution of Lease Agreement

8.13.1 The Successful Bidder is required to sign the Lease Agreement within 30 (thirty) days of conveying his acceptance of the LOA to the TUDA in writing. Prior to signing of the lease Agreement, the Successful Bidder must satisfy the conditions required to be satisfied by it. The TUDA shall not execute the lease Agreement until these conditions have been satisfied:

- a) The Successful Bidder has submitted the requisite Performance Security to the TUDA.
- b) The Successful Bidder, if it is a subsidiary of a holding / parent company or part of an SPC, it shall be required to furnish a letter of guarantee from its holding / parent Company (including a board resolution of such holding / parent company) pledging such holding / parent company’s irrevocable financial strength and technical support to its subsidiary (in case of SPC – in proportion to its subsidiary’s holding in the SPC), at all times during the concurrency of the lease Agreement, and even after its termination for any of the acts and liabilities of its subsidiary prior to termination.
- c) Failure to meet the above conditions (a) to (b) will result in a breach and the TUDA shall be entitled to cancel the award without being liable, in any manner whatsoever, to the Bidder and to appropriate the Bid security and any other amount deposited till that time as ‘Damages’.
- d) The cost of stamp duty for execution of lease Agreement, registration charges and any other related legal documentation charges and other incidental charges will be borne by the Successful Bidder.

e) In case of failure to sign the lease Agreement within the stipulated time, the TUDA shall retain the right to cancel the Award and forfeit the Bidder's Bid security and any other amount deposited till that time without being liable in any manner whatsoever to the Bidder.

8.14 Bids of other Bidders

8.14.1 The TUDA shall return the Bid security in accordance with section 6, received from the Bidders who have not qualified in technical evaluation.

8.14.2 Bid Security received from all the short-listed Bidders after Stage – 3 of evaluation will be returned in accordance with section 6, without payment of any interest.

9 Prescribed Formats

9.1 Letter of Application & Interest

(To be submitted and signed by the Bidder's Authorized Signatory)

The -----,

Tripura Urban Planning and Development Authority,

Sub: RFP for Development of '**IT Park Cum Commercial Complex**' at Agartala in Tripura state: Proposal for the Project

Dear Sir,

1. Being duly authorized to represent and act for and on behalf of..... (Hereinafter referred to as "the Bidder"), and having studied and fully understood all the information provided in the bid document, the undersigned hereby apply as a Bidder for '**IT Park Cum Commercial Complex**' at Agartala in accordance with the terms & conditions of the RFP Document issued by TUDA.

2. Our Technical & proposal for build up space are as per the requisite formats along with the supporting documents, duly filled and signed on each page and are unloaded as specified.

3. The Bid Security / EMD is as per the section 6.

4. TUDA and its authorized representatives are hereby authorized to conduct any inquiries / investigation to verify the statements, documents and information submitted in connection with the application and to seek clarification from our banker regarding any financial and technical aspects. This letter of application will also serve as authorization to any individual or authorized representative of any institution referred to the supporting information, to provide such information deemed necessary and requested by your selves to verify statements and information provided in the application or with regard to the resources, experience and competence of the applicant.

5. TUDA and its authorized representatives may contact the following persons for any further information:

Name of the person Address:

Phone:

Fax:

6. This application is made with full understanding that: (a) TUDA reserves the right to reject or accept any bid, cancel the bidding process, and / or reject all bids. (b) TUDA shall not be liable for any of the above actions and shall be under no obligation to inform the applicant of the same.

7. We, the undersigned declare the statements made and the information provided in the duly completed application forms enclosed, as complete, true and correct in every detail.

8. We hereby confirm that we have read, understood and accepted all the detailed terms and conditions of this RFP and Project related information as required for the Proposal. We have also visited the Site of the Project at Court circle, Agartala for the assessment and have made our own due diligence and assessment regarding the Project.

9. We agree to keep our proposal valid for one hundred eighty (180) days from the date of submission of Proposal thereof, and not to make any modifications in the terms and conditions, not acceptable to the TUDA. Should this Proposal be accepted, we hereby agree to abide by and fulfill all the terms, conditions and provisions of the aforesaid documents.

10. This application is made with the full understanding that the validity of Proposal submitted by us will be subject to verification of all information, terms and conditions submitted at the time of bidding and its final acceptance by TUDA. We agree that, without prejudice to any other right or remedy, TUDA shall be at liberty to forfeit the said Bid Security absolutely.

Authorized signatory Date:

Name and seal of Bidder Place:

Enclosure:

1. The Bid Security / EMD.
2. Power of Attorney for Signing of Application /Board resolution authorizing the signatory (as per the Suggested Format E)
3. Joint Bidding Agreement in case of a Consortium
4. Relevant Submissions as per the given Formats.

9.2 General Information on the Bidder

1. Details of the company:

- a) Name:
- b) Country of incorporation:
- c) Address of the corporate headquarters and its branch office(s), if any, in India:

2. Details of individual(s) who will serve as the point of contact / communication for TUDA within the Company:

- a) Name:
- b) Designation:
- c) Company:
- d) Address:
- e) Telephone Number:
- f) Fax Number:
- g) E-Mail Address:

3. In case of Consortium:

- a) The information above (1 & 2) should be provided for all the members of the consortium.
- b) Information regarding role of each member should be provided:

| Sl. No. | Name of Member | Proportion of equity to be held in the consortium | Role* |
|---------|----------------|---|-------|
| | | | |
| | | | |

*Specify whether Lead Member / Ordinary Member

Signed

(Name of the Authorized Signatory)

For and on behalf of (Name of the Bidder) Designation

Place:

Date

To be enclosed:

1. Documents certifying Bidder's legal status
2. Certificate of incorporation / registration
3. In case of a Consortium, Joint Bidding Agreement & Power of Attorney signed by each Consortium partner, clearly indicating the lead partner

4. Latest brochures/ organization profiles etc.

9.3 Format for Proposing IT build up space

(To be submitted and signed by the Bidder's Authorized Signatory)

The -----,

Tripura Urban Planning and Development Authority,

Sub: Proposal for building of IT build-up space in the **'IT Park Cum Commercial Complex'** at Agartala, Tripura.

Dear Sir,

We are pleased to submit our Proposal for Development It build-up space for **'IT Park Cum Commercial Complex'** at Agartala, Tripura on DBFOT basis, as follows:

1. We hereby propose to build commercial space _____square feet as per the terms of the RFP Documents.
2. We further agree that build up space will be as per the specification of the RFP document.
3. We agree to pay the premium as per the schedule of the RFP Documents and draft lease Agreement.
4. We agree to keep our offer valid for one hundred and eighty (180) days from the due date of submission of this Proposal.

Authorized signatory

Name and seal of Bidder

Place:

Date:

9.4 Affidavit

(To be given separately by each consortium member in case of a consortium or otherwise by the Bidder on a Stamp Paper of Rs.).

I, S/o, resident of , the (insert designation) of the (insert name of the single Bidder/consortium member if a consortium), do solemnly affirm and state as under:

1. That I am the authorized signatory of (insert name of company /consortium member) (hereinafter referred to as “Bidder/Consortium Member”) and I am duly authorized by the Board of Directors of the Bidder/Consortium Member to swear and depose this Affidavit on behalf of the Bidder/consortium member.
2. That I have submitted information with respect to our eligibility for Tripura Urban Planning and Development Authority (TUDA) Development of **‘IT Park Cum Commercial Complex’** at Agartala in Tripura state (hereinafter referred to as “Project”), after going through the Request For Proposal (‘RFP’) Document and I further state that all the said information submitted by us is accurate, true and correct and is based on our records available with us.
3. That I hereby affirm to furnish any information, which may be requested and as may be deemed necessary by TUDA to verify our credentials/information provided by us under this tender.
4. That if any point of time including the lease Period, in case TUDA requests any further/additional information regarding our financial and/or technical capabilities, or any other relevant information, I shall promptly and immediately make available such information accurately and correctly to the satisfaction of TUDA.
5. That I fully acknowledge and understand that furnishing of any false or misleading information by us in our RFP shall entitle us to be disqualified from the tendering process for the said project. The costs and risks for such disqualification shall be entirely borne by us.
6. I state that all the terms and conditions of the RFP Document has been duly complied with.

DEPONENT

VERIFICATION: -

I, the above-named deponent, do verify that the contents of paragraphs 1 to 6 of this affidavit are true and correct to my knowledge. No part of it is false and nothing material has been concealed.

Verified at....., on this.....day of.....20.....

9.5 Format for Power of Attorney for Signing of Application

(On a Stamp Paper of appropriate value)

We, (name of the firm and Address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms. (Name)..... son/daughter/wife of and presently residing at , who is presently employed with us / the Lead Member of our Consortium and holding the position of , as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid in response to the RFP issued by the Tripura Urban Planning and Development Authority(the “TUDA”) for the selection of a Developer for Planning, Designing, Engineering, Finance, Construction, Development, Management, Operation and Maintenance of “**IT Park Cum Commercial Complex**’ (“Project”) at Agartala; including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders’ and other conferences and providing information / responses to the TUDA, representing us in all matters before the TUDA, signing and execution of all contracts including the lease Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the TUDA in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the lease Agreement with the TUDA. and we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE THE ABOVE NAMED PRINCIPAL HAVE EXECUTED

THIS POWER OF ATTORNEY ON THIS DAY OF20.....

For

(Signature, name, Designation and address)

Witnesses:

1.

2.

Accepted Notarized

(Signature, name, designation and address of the Attorney)

9.6 Format for Bid Security (Bank Guarantee)

BID SECURITY FORMAT

UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE

Bank Guarantee No.:

Dated:

Issuer of Bank Guarantee:

..... (Name of the Bank)

(Hereinafter referred to as the “Bank”)

Beneficiary of Bank Guarantee:

Tripura Urban Planning and Development Authority, Agartala

Nature of Bank Guarantee:

Unconditional and irrevocable Bank Guarantee.

Context of Bank Guarantee:

Whereas the Tripura Urban Planning and Development Authority (the “TUDA”) has invited bids by its Request for Proposal dated (the “RFP”) for the selection of a Developer for Planning, Designing, Engineering, Finance, Construction, Development, Manage, Operation and Maintenance of **‘IT Park Cum Commercial Complex’** (“Project”) at Agartala of Tripura State. Whereas in accordance with the terms of the RFP, is submitting a bid for the Project in Agartala, and is required to submit a security of Rs. (Rupees Lakhs Only) with respect to the same.

Operative part of the Bank Guarantee:

At the request of the (Insert the name of the Bidder), we (name and address of the bank), hereinafter referred to as the “Bank”, do hereby unconditionally and irrevocably affirm and undertake that we are the Guarantor and are responsible to the TUDA i.e. the beneficiary on behalf of the Bidder, up to a total sum of Rs (Rupees Lakhs Only), such sum being payable by us immediately upon receipt of first written demand from TUDA.

We unconditionally and irrevocably undertake to pay to the TUDA on an immediate basis, upon receipt of first written demand from the TUDA and without argument or delaying tactics or reference by us to Bidder and without any need for the TUDA to convey to us any reasons for invocation of the Guarantee or to prove the failure on the part of the Bidder to repay the amount of or to show grounds or reasons for the demand or the sum specified therein, the entire sum or sums within the limits of Rs (Rupees)

Lakhs Only). We hereby waive the necessity of the TUDA demanding the said amount from Bidder prior to serving the Demand Notice upon us.

We further agree and affirm that no change or addition to or other modification to the terms of the Agreement, shall in any way release us from any liability under this unconditional and irrevocable Guarantee and we hereby waive notice of any such change, addition or modification. We further agree that the TUDA shall be the sole and the exclusive judge to determine that whether or not any sum or sums are due and payable to him by Developer, which are recoverable by the TUDA by invocation of this Guarantee.

This Guarantee will not be discharged due to the change in constitution of the Bank or the Bidder. We undertake not to withdraw or revoke this Guarantee during its currency/ validity period, except with the previous written consent of the TUDA.

We unconditionally and irrevocably undertake to pay to the TUDA, any amount so demanded not exceeding Rs (Rupees Lakhs Only), notwithstanding any dispute or disputes raised by Bidder or anyone else in any suit or proceedings before any dispute review expert, arbitrator, court, tribunal or other authority, our liability under this Guarantee being absolute, unconditional and unequivocal. The payment so made by us under this Guarantee to the TUDA, shall be a valid discharge of our liability for payment under this Guarantee and the Bidder shall have no claim against us for making such payment.

This unconditional and irrevocable Guarantee shall remain in full force and effect and shall remain valid until (180 days from the proposal due date).

Notwithstanding any contained herein:

1. Our liability under this Bank Guarantee shall not exceed Rs..... (Rupees Lakhs only). This unconditional and irrevocable Bank Guarantee shall be valid for a period of 180 days from proposal due date).

9.7 Power of Attorney by Each Member of The Consortium in Favor of Lead Member

Dated

POWER OF ATTORNEY

TO WHOMSOEVER IT MAY CONCERN

(On a Stamp Paper of appropriate value)

Whereas the Tripura Urban Planning and Development Authority (the “TUDA”) has invited bids by its Request for Proposal dated (the “RFP”) for the selection of a Developer for Planning, Designing, Engineering, Finance, Construction, Development, Operation, Management and Maintenance of **‘IT Park Cum Commercial Complex’** (“Project”) at Agartala of Tripura State.

Whereas, and
And

(Collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the RFP and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project in and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, having our registered office at and , having our registered office at , and ,
having our registered office at (hereinafter Collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorize having its registered Office at , being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”) and hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, participate in bidders’ and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent

the Consortium in all its dealings with the TUDA, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Project in and or upon award thereof till the lease Agreement is entered into with the TUDA and hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF , 20.....

For

(Signature, Name & Title)

For

Signature, Name & Title)

(Executants)

(To be executed by all the Members of the Consortium)

Accepted Notarized

(Signature, name, designation and address of the Attorney)

Witnesses:

1.

Notes:

a) Each Power of Attorney submitted has to be notarized. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

b) Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution, power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

9.8 Joint Bidding Agreement for Consortium

[Stamp Paper]

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 20..... AMONGST

1. {..... Limited, a company incorporated under the Companies Act, 1956/2013} and having its registered office at (hereinafter referred to as the **“First Part”** which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..... Limited, a company incorporated under the Companies Act, 1956/2013} and having its registered office at (hereinafter referred to as the **“Second Part”** which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {..... Limited, a company incorporated under the Companies Act, 1956/2013} and having its registered office at (hereinafter referred to as the **“Third Part”** which expression shall, unless repugnant to the context include its successors and permitted assigns)

4. The above-mentioned parties of the FIRST, and SECOND, and THIRD PART are collectively referred to as the “Parties” and each is individually referred to as a “Party”

WHEREAS,

A. Tripura Urban Planning and Development Authority(“TUDA”) has invited bids (the “Bids”) by its Request for Proposal dated (the “RFP”) for selection of a Developer for Planning, Designing, Engineering, Finance, Construction, Development, Manage, Operation and Maintenance of **‘IT Park Cum Commercial Complex’** (“Project”) at Agartala of Tripura State as identified in the RFP.

B. The Parties are interested in jointly bidding for the Project for ‘Smart Parking Tower’ Complex (“Project”) at Court circle in Agartala of Tripura State as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

a) The Parties do hereby irrevocably constitute a purpose of jointly participating in the bidding process for the Project for 'IT Park Cum Commercial Complex' ("Project") at Agartala of Tripura State.

b) The Parties hereby undertake to participate in the bidding process only through this Consortium and not individually and/ or through any other consortium constituted for the Project for 'IT Park Cum Commercial Complex' ("Project") at Agartala of Tripura State, either directly or indirectly or through any of their Associates. For the purpose of this clause, "Associates" means in relation to the Bidder/Consortium member, a person who either: (a) controls, is controlled by, or is under the common control with such Bidder/Consortium member or (b) in the event the Bidder is a company incorporated pursuant to a joint venture agreement, a joint venture partner that executed the joint venture agreement or has later joined the joint venture.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the Successful Bidder and awarded the Project, it shall: (a) incorporate a Special Purpose Company (SPC) under the Indian Companies Act, 2013 for the implementation of the Project in accordance with the terms of the RFP; and (b) execute the lease Agreement which is required to perform all its obligations in terms of the RFP. The Parties hereby undertake that in the event that the Consortium is declared the Successful Bidder and is awarded the Project, they shall ensure that due implementation of the Project by the SPC is done as per the lease Agreement.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below: -

a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the bidding process and until the due execution of the lease Agreement.

b) Party of the Second Part shall be {the Technical Member of the Consortium};

c) Party of the Third Part shall be { }.

5. Joint and Several Liabilities

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP, and the lease Agreement in the format specified by the TUDA.

6. Lock- in Requirements

The Parties undertake that each member of the Consortium shall at all times from the date of execution of the lease Agreement continue to hold equity share capital in the SPC as follows, and no change in the shareholding of the SPC would occur without the prior written approval of the TUDA:

- a) Equity share of the First Part in the SPC: [...] % and
- b) Equity share of the Second Part in the SPC: [...] % and
- c) Equity share of the Third Part in the SPC: [...] %.

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and Authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

- require any consent or approval not already obtained;
 - Violate any applicable law presently in effect and having applicability to it;
 - Violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
 - violate any clearance, permit, lease, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- c) This Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- d) There is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the term of lease Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not prequalified for the Project or does not get selected for award of the Project, the Agreement will stand

terminated in case the Bidder is not pre-qualified or upon return of the Bid Security by the TUDA to the Bidder, as the case may be.

9. Miscellaneous

- a) This Joint Bidding Agreement shall be governed by laws of India.
- b) The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the TUDA.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN. SIGNED, SEALED AND DELIVERED

For and on behalf of LEAD MEMBER by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of SECOND PART

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of THIRD PART

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

- 1.
- 2.

Notes:

- 1. All the Joint Bidding Agreements have to be notarized. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- 2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favor

of the person executing this Agreement for the delegation of power and Authority to execute this Agreement on behalf of the Consortium Member.

9.9 Declaration of Non-Blacklisting

(To be submitted on company letter head)

Declaration for Lead Bidder:

Place:

Date:

To,

The Commissioner

Tripura Urban Planning and Development Authority

Subject: Self Declaration of not been blacklisted in response to the RFP for Development of **'IT Park Cum Commercial Complex'** at Agartala city, Tripura on Design, Build, Finance, Operate and Transfer (DBFOT) Basis under Public Private Partnership (PPP) model.

Ref: RFP No. <<.....>> **dated** <<>>

Dear Sir,

We confirm that our company or firm, _____, is currently not blacklisted in any manner whatsoever by any of the State or UT or PSU and or Central Government in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as on <last date of bid submission>.

(Signature of the Lead Bidder)

Printed Name

Designation

Seal

Date:

Place:

Business Address:

9.10 Declaration for Consortium Member

(To be submitted on company letter head)

{Place}

{Date}

To,

The-----

Tripura Urban Planning and Development Authority

Subject: Self Declaration of not been blacklisted in response to the RFP for Development of **'IT Park Cum Commercial Complex'** at Agartala city, Tripura on Design, Build, Finance, Operate and Transfer (DBFOT) Basis under Public Private Partnership (PPP)

Ref: RFP No. <<.....>> **dated** <<>>

Dear Sir,

We confirm that our company or firm, _____, is currently not blacklisted in any manner whatsoever by any of the State or UT or PSU and or Central Government in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as on <last date of bid submission>.

(Signature of the Consortium Member)

Printed Name

Designation

Seal Date:

Place: Business Address:

9.11 No Deviation Certificate

<To be submitted on Lead Bidder's letterhead>

This is to certify that our offer is exactly in line with your tender enquiry/RFP (including amendments) no. _____ dated _____. This is to expressly certify that our offer contains no deviation with respect to Authority requirements, Scope of Work and other requirements.

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

9.12 Total Responsibility Certificate

<To be submitted on Lead Bidder's letterhead>

This is to certify that we undertake the total responsibility for the defect free operation of the proposed solutions as per the requirement of the RFP for the duration mentioned in the RFP.

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

9.13 Format – Bank Guarantee for Earnest Money Deposit

To,

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<Email id>

Whereas <<Name of the bidder>> has submitted the bid for Submission of RFP <<RFP Number>> dated <<Date>> for <<Name of the assignment>> (hereinafter called "the Bid") to <<Authority>>.

Know all Men by these presents that we <<... >> having our office at <<Address>> (hereinafter called "the Bank") are bound unto the <<Authority>> (hereinafter called "the Authority") in the sum of Indian Rupees<<Amount in figures>> (Rupees <<Amount in words>> only) for which payment well and truly to be made to the said Authority, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <<Date>>.

The conditions of this obligation are:

- 1.If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
- 2.If the Bidder, having been notified of the acceptance of its bid by the Authority during the period of validity of bid
 - (a) Withdraws his participation from the bid during the period of validity of bid document; or
 - (b) Fails or refuses to participate in the subsequent Tender process after having been short listed;

We undertake to pay to the Authority up to the above amount upon receipt of its first written demand, without the Authority having to substantiate its demand, provided that in its demand the Authority will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to <<insert date>> and including <<extra time over and above mandated in the RFP>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

- I. Our liability under this Bank Guarantee shall not exceed Indian Rupees<<Amount in figures>> (Rupees <<Amount in words>> only)

II. This Bank Guarantee shall be valid up to <<*insert date*>>)

III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<insert date>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:

9.14 Format for Pre-Bid Queries

Bidder shall submit all pre-bid queries in **excel (soft copy)** in the following format.

| Request for clarification | | | | |
|---------------------------|-------------|-------------|--|----------------------|
| Sl. No. | RFP Section | RFP Page No | Content of the RFP requiring clarification | Clarification Sought |
| | | | | |
| | | | | |
| | | | | |