

# **Request for Proposal**

## **Selection of Firm for Appointment of Project Consultant and Transaction Advisory for Sikkim IT SEZ**

Tender Reference: GoS/DIT/581/2020/534

Dated: 25/08/2021

**Department of Information Technology**

Secretariat Building, Annexe 1, Kazi Road, Gangtok

## DISCLAIMER

This Request for Proposal (RFP) contains brief information about the project, qualification requirements and the selection process for the successful applicant (bidder). The purpose of this RFP document is to provide applicants (bidders) with information to assist the formulation of their bid application (the "application").

Whilst the information in this RFP has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. Neither the DIT nor any of its officers or employees, nor any of their advisers nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of the information contained in the RFP, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed project, or makes any representation or warranty, express or implied, with respect to the information contained in this RFP or on which this RFP is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed.

The information ('Information') contained in this RFP document or subsequently provided to interested parties (the "applicant(s)), in writing by or on behalf of DIT is provided to applicant(s) on the terms and conditions set out in this RFP document and any other terms and conditions subject to which such information is provided.

Each applicant should perform their own due diligence to check the accuracy, reliability and completeness of the information in this RFP document and obtain independent advice from appropriate sources. Submission of bid application shall be deemed to have been done after careful study and examination of the RFP with full understanding of its implications.

The response to this RFP should be full and complete in all respects. Incomplete or partial bids shall be rejected. The applicant must quote for all the items asked for in this tender. Intimation of discrepancies in the RFP, if any, should be given to the office of the DIT immediately by the applicants. If DIT receives no written communication, it shall be deemed that the applicants are satisfied that the RFP document is complete in all respects.

This RFP document is not an agreement and is not an offer or invitation by DIT to any other party. The terms on which the project is to be developed and the right of the successful applicant shall be as set out in separate agreements. DIT reserves the right to accept or reject any or all applications without giving any reasons thereof. DIT will not entertain any claim for expenses in relation to the preparation of RFP submissions.

## Contents

DISCLAIMER.....	2
1. Project Introduction.....	4
1.1. Background.....	4
1.2. Data Sheet.....	8
2. Scope of Work .....	9
3. Terms & Conditions .....	10
3.1. Accountabilities .....	10
3.2. Tender Fee.....	11
3.3. Earnest Money Deposit.....	11
3.4. Performance Security Deposit .....	11
3.5. Payment Terms .....	12
3.7 Selection Procedure.....	15
3.8 Pre-Qualification Bid Criteria.....	16
3.9 Technical Evaluation Criteria.....	17
3.10 General Terms and Conditions of the RFP.....	18
ANNEXURE-I: Technical Bid Formats.....	21
ANNEXURE-II: Financial Bid Format .....	23
ANNEXURE-III: Proposal Covering Letter .....	24

# 1. Project Introduction

## 1.1. Background

Sikkim is a state in north eastern India. It borders China in the north and northeast, Bhutan in the east, Nepal in the west, and West Bengal in the south. Sikkim is also located close to India's Siliguri Corridor near Bangladesh. Sikkim is the least populous and second smallest among the Indian states. A part of the Eastern Himalaya, Sikkim is notable for its biodiversity, including alpine and subtropical climates, as well as being a host to Kangchenjunga, the highest peak in India and third highest on Earth.

The State of Sikkim is not having Special Economic Zone (SEZ) in any field till date. However, the importance of having SEZ in the State of Sikkim is felt to enhance investment in the potential of IT/ITeS sector. This investment will invite the foreign investment, increase the GDP, generate additional economic activities in addition to the activity in the SEZ and generation of local employment. With this in view, SEZs are a simple tool permitting a country to develop and diversify exports, development of infrastructure facilities and to create exposure to technology and global markets.



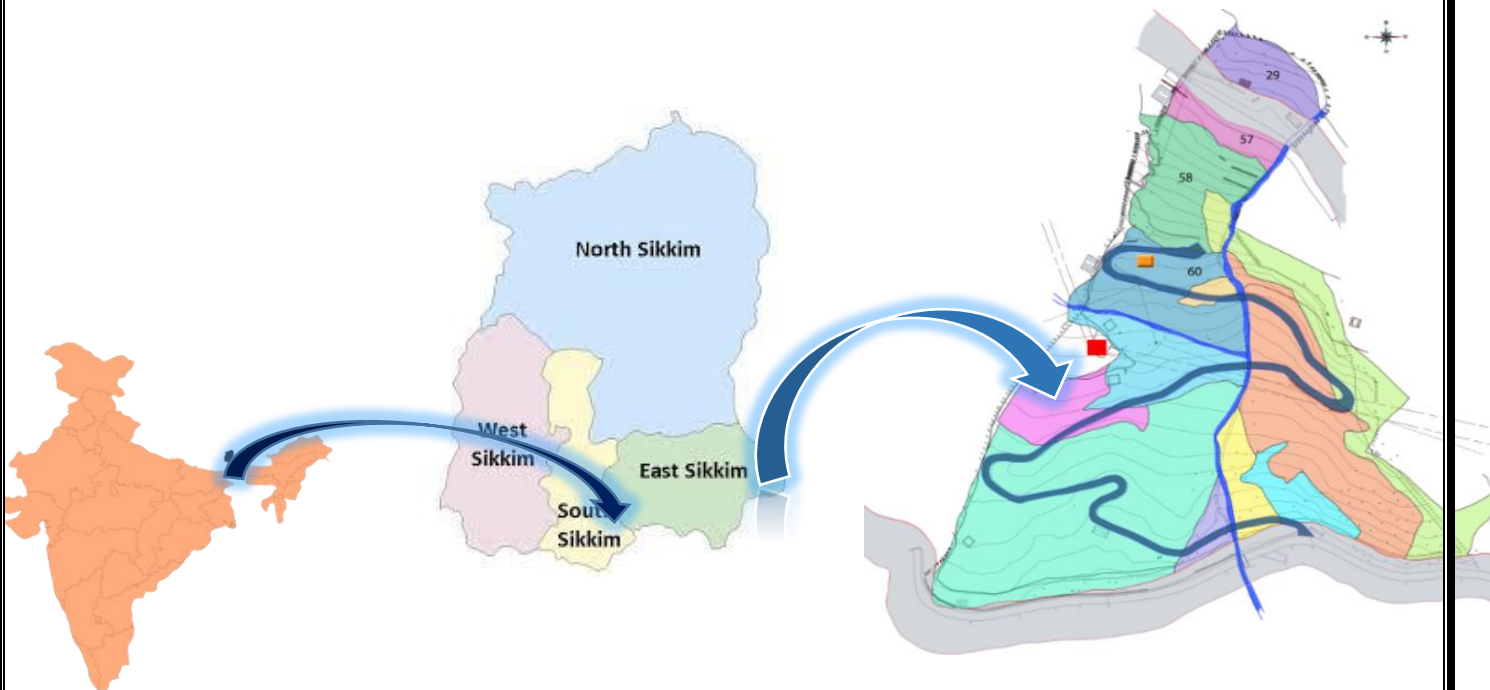
The State of Sikkim is one of the 8 North Eastern states with its strategic location border to the Darjeeling district of West Bengal. The State is having its own airport with adjoining airport at Bagdogra and railway station at New Jalpaiguri, West Bengal. The State is well connected with road to Siliguri.

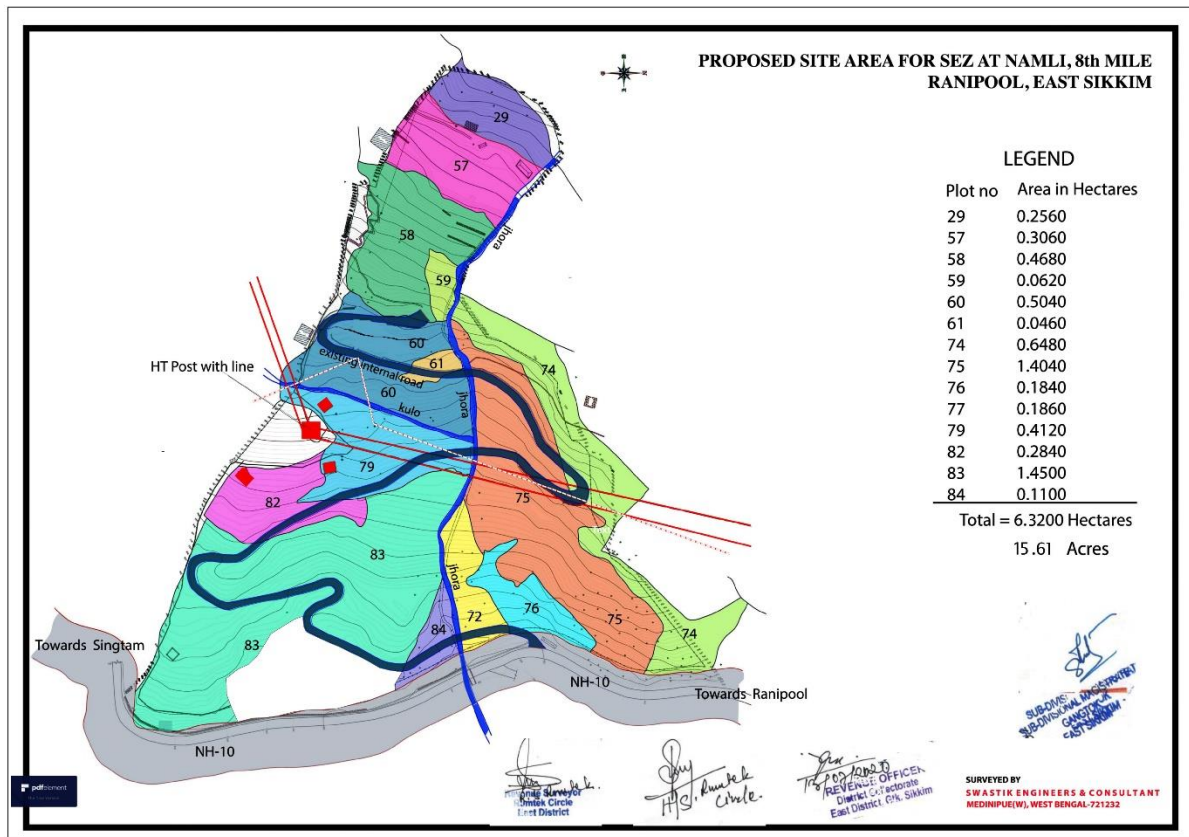
The climatic conditions of the State are favourable throughout the year with average temperature of 20 degrees centigrade.

The State is blessed with good English-speaking youths and literacy rate of above 90%.

## **PROJECT LOCATION**

The SEZ is located at Namli, East Sikkim with its southern side border to the National Highway 10. This location is 20 Kms away from Gangtok. The nearest airport is Greenfield Pakyong airport which is 20 Kms away. The area of the Project location is 16.85 acres which is having gentle slope with bushy vegetation cover. There is a link road from the National Highway 10 up to the central portion of the land.





## SEZ Sikkim Layout Plan

**Total 6.32 Hectares of Land at Namli, East Sikkim**

**Processing Area – 4.00 Hectares**

- ✓ **Site Development** **3.00 Hectares**
- ✓ **Construction of Boundary Walls** **0.30 Hectares**
- ✓ **Construction of Roads** **0.40 Hectare**
- ✓ **Water Supply, Sanitation & Sewage** **0.10 Hectare**
- ✓ **Power Distribution System** **0.10 Hectare**
- ✓ **Telecom Facilities** **0.10 Hectare**

-----  
**4.00 Hectares**  
 -----

**Non-Processing Area – 2.32 Hectares**

- ✓ **Residential** **0.70 Hectares**
- ✓ **Commercial Complex** **0.30 Hectares**
- ✓ **Recreation facilities** **0.30 Hectare**
- ✓ **Social Amenities – Parks** **1.02 Hectare**

-----  
**2.32 Hectares**  
-----

The invitation is for engaging a Consulting Company having expertise in projects from conceptualization to commissioning to conceptualize, prepare project workbook, create investment memorandum, funding provisions for IT-SEZ project and project management services to DIT. The engagement of the consulting company will be for a period of 3 (three) years from the date of commencement of engagement. After completion of three years DIT may extend the Contract for another 2 (two) years with approval of competent authority subject to consent of Consulting Company.

The objective of IT-SEZ will be to generate large scale employment by tapping into the supply of locally available talented youth and to promote infrastructure development within the State.

## 1.2. Data Sheet

Sl. No.	Item	Details
1.	Project Name	Selection of Firm for Appointment of Project Consultant and Transaction Advisory for Sikkim IT SEZ
2.	Bid Inviting Authority	Department of Information Technology, Sectt. Annexe I, Top Floor, Sonam Tshering Marg, Gangtok – 737101, Sikkim
3.	Contact person of the bid	Secretary, DIT Email: <a href="mailto:secy-dit-sik@nic.in">secy-dit-sik@nic.in</a>
4.	Tender Reference with Date	Ref No: GoS/DIT/581/2020/534 Date: 25/08/2021
5.	Last date for submission of queries	01/09/2021 Address for submission of queries: Department of Information Technology, Sectt. Annexe I, Top Floor, Sonam Tshering Marg, Gangtok – 737101, Sikkim, Phone No- (03592) 202601, Tele-Fax- (03592) 207426 Email: <a href="mailto:dit-sik@nic.in">dit-sik@nic.in</a>
6.	Publication of Corrigendum (if any) on website on the basis of Pre-Bid queries	02/09/2021  All corrigendum issued by DIT in this respect will be given without disclosing the name of interested bidders.
7.	Cost of tender Document (non-refundable)	Rs.50,000/- (Rupees Fifty Thousand only) in the form of a Demand Draft/Pay Order/ Account Payee Banker's Cheque drawn on any Nationalised/Scheduled bank in favour of "Chairman, Centre for Research & Training in Informatics", payable at Gangtok.
8.	Earnest Money Deposit (EMD) (refundable)	Rs. 2,50,000/- (Rupees Two Lac fifty Thousand only) in the form of a Demand Draft on any Nationalised/Scheduled bank in favour of "Chairman, Centre for Research & Training in Informatics", payable at Gangtok.  The validity of the EMD is 90 days. Bid security shall be refunded to the successful bidder upon signing of contract/agreement with client. For unsuccessful bidders, the bid security shall be refunded after end of the overall bid process.
9.	Performance Security Deposit	3% of the Contract Value in the form of Performance Bank Guarantee on any Nationalised/Scheduled bank in favour of "Chairman, Centre for Research & Training in Informatics", payable at Gangtok.
10.	Last date and time of submission of Bid	<b>07/09/2021; 3:30pm</b>
11.	Date and time for opening of technical bids & commercial bids	08/09/2021; 11:00am
12.	Venue for opening of bid	Department of Information Technology, Sectt. Annexe I, Top Floor, Sonam Tshering Marg, Gangtok – 737101, Sikkim, Phone No- 9902177889, Tele-Fax- (03592) 207426

**Note:**

\* No financial information should be submitted under technical bid.

\*The bidder shall bear all costs associated with the presentation and submission of the tender and DIT will, in no case, be responsible or liable for those costs, regardless of the conduct or the outcome of the bidding process.



## 2. Scope of Work

Consultant is required to provide the services from conceptualization to ground breaking. DIT will be assist the consultant in providing the complete data, surveys, audit, various reports as desired for the smooth implementation of project.

1. The CONSULTANT shall be responsible for compilation and evaluation of existing similar projects if any and development of road map for the same to achieve the objective.
2. CONSULTANT shall be responsible for conducting feasibility for outcome of the proposed IT-SEZ and creating action plan for the same.
3. CONSULTANT shall assist in formulation of strategies for each plan and shall develop alternatives for smooth implementation.
4. CONSULTANT shall assist the Developer (State Government) in selection of a Co-Developer for the SEZ.
5. CONSULTANT shall be assisting for development of model of best practices for identified activities/ plan and its implementation, assisting in stake holder's interaction & bid process management for processing zone.
6. CONSULTANT shall create plans for non-processing zone for the flow of investment, (but not limited to)
  - Drafting concept notes on PPP
  - Analysis of PPP projects
  - Structuring of PPP projects
  - Review of Detailed project reports
  - Identifying potential revenue generating components
  - Stakeholder Interactions
  - Bid Documents, Draft Concession Agreement

## **Bid Process Management**

1. CONSULTANT shall assist DIT in implementation of the project including liaison and co-ordination with other concerned Departments of Government of Sikkim and Government of India.
2. CONSULTANT will be responsible for formulation, designing of marketing strategies of various workings to increase in brand and image building of the proposed IT-SEZ.
3. Assist DIT in finalization of various financial planning and funding through Govt. of India and different funding agencies.

The following facilities/ Infrastructure will be provided by DIT

- a. Seating space for project coordination team & consultants, along with a meeting room with furniture including power, cooling.
- b. High speed Internet
- c. Printing facility & other recurring items required for smooth functioning.

## **3. Terms & Conditions**

### **3.1. Accountabilities**

- (i) It is DIT's responsibility to ensure that the selected Vendor has access to documentation owned by DIT from the immediate beginning of the work and for the duration of that work.
- (ii) It is DIT's responsibility to ensure that any member of their organisation/division can make themselves available for brief consultation on 1 weeks' notice. DIT shall provide the Selected Vendor with contact details of all such organisation/division employees.
- (iii) It is the vendor's responsibility to ensure that the Project Manager (PM)/ or any other authorized person in full knowledge of the project and the matter under discussion is available to meet with DIT provided that the meeting relates to the work proposed and/or the objectives proposed.
- (iv) It is the Vendor's responsibility to ensure that all objectives proposed and all deliverables proposed are achieved and disclosed prior to the agreed end-date of the project.
- (v) It is the Vendor's responsibility to ensure any information it possesses relating to DIT that is not available in the public domain be treated with the utmost confidentiality and discretion.
- (vi) Where the Vendor feels the need to disclose confidential information to a third party, it is their responsibility to ensure that it does so with the explicit permission of DIT.

### 3.2. Tender Fee

Tender document fee of INR 50,000/- (Rupees Fifty Thousand only) in the form of Demand Draft in favour of "Chairman, Centre for Research and Training in Informatics" payable at Gangtok should be submitted along with the technical bid.

### 3.3. Earnest Money Deposit

- (i) An earnest money deposit (EMD) of INR 2,50,000/- (Rupees Two Lac Fifty Thousand only) in the form of Demand Draft in favour of "Chairman, Centre for Research and Training in Informatics" payable at Gangtok shall have to be submitted by the bidders' along with the bid. The EMD shall be furnished in Indian National Rupees (INR) and should be valid for a period of minimum 90 days.
- (ii) Any bid not secured in accordance with above mentioned clause, shall be rejected by the Purchaser as being non-responsive, without any further correspondence. Unsuccessful bidders' EMD will be discharged / returned after end of the overall bid process.
- (iii) Earnest Money Deposit furnished by selected Bidder shall be refunded after signing of contract and submission of Performance Security Deposit. The EMD can be forfeited if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form or during the bid process, if a Bidder indulges in any such deliberate act that would jeopardize or unnecessarily delay the process of bid evaluation and finalization, or if any information is found wrong / manipulated / hidden in the bid.
- (iv) The decision of the Purchaser regarding forfeiture of the EMD shall be final & shall not be called upon question under any circumstances. No interest will be paid on the EMD.

### 3.4. Performance Security Deposit

- (i) The successful bidder/Lead Consortium Member shall at his own expense deposit with the DIT, within fifteen (15) working days of the date of notice of award of the contract or prior to signing of the contract whichever is earlier in the form of Performance Bank Guarantee on any Nationalized/Scheduled bank pledged in favour of "Chairman, Centre for Research & Training in Informatics", payable at Gangtok.
- (ii) This Performance Security Deposit will be for an amount equivalent to **3% of contract value**. All incidental charges whatsoever such as premium; commission etc. with respect to the performance security deposit shall be borne by the bidder. If the accepted Bidder fails to furnish the Performance Security Deposit within the above said period, the EMD remitted by him will be forfeited to the DIT and his tender will be held void. The Performance Security Deposit furnished by the Bidder in respect of his tender will be returned to him at the end of the contract period subject to submission of all reports to satisfaction.
- (iii) If the Bidder failed to act up on to the tender conditions or backs out when his tender is accepted, his Performance Security Deposit mentioned above will also be forfeited to the DIT.

### 3.5. Payment Terms

The instalments shall be paid based on the Terms & Conditions as mentioned in the below Table.

The total payment to be made to the Consultant will be as per the final closing of project. i.e. the amount arranged for Processing Zone & investment sought for Non-Processing Zone. However, the final payment will be done after the adjustments +/- as per the quantum of agreements signed.

The amount of fees payable to the Consultant shall be paid as per the following Milestones/Deliverables:

#### PROCESSING ZONE

Sl. No.	Milestone / Deliverable	Payment
1.	On submission of preliminary proposal including Road Map (within 15 days of the start of the engagement)	5% of contract value
2.	On approval of preliminary proposal and Road Map	5% of contract value
3.	Submission of draft DPR and approval thereof by Client	5% of contract value
4.	Finalization of DPR incorporating inputs from Client	10% of contract value
5.	Approval of DPR by the Funding Agency	15% of contract value
6.	Approval of Final Architectural Drawings by client	15% of contract value
7.	On submission of bill of quantities & goods for construction drawings	15% of contract value
8.	On completion of 1st year of the agreement	10% of contract value
9.	On completion of 2nd year of the agreement	15% of contract value
10.	On completion of 3rd year of the agreement	5% of contract value

## NON-PROCESSING ZONE

Sl. No.	Milestone / Deliverable	Payment
1.	On submission of preliminary proposal including Road Map (within 15 days of the start of the engagement)	5% of contract value
2.	Submission of draft DPR and approval thereof by Client	5% of contract value
3.	Submission of tender documents for the various parcels	5% of contract value
4.	On incorporating Client's suggestions and submitting final document	10% of contract value
5.	* On successful signing of agreement of Rs ... Crore by any investor/investors	20% of contract value
6.	* On successful signing of agreement of Rs ... Crore by any investor/investors	20% of contract value
7.	* On successful signing of agreement of Rs ... Crore by any investor/investors	20% of contract value
8.	* On successful signing of agreement of Rs ... Crore by any investor/investors	15% of contract value

\* The cost of the Project would be ascertained as per the approved DPR and Agreement signed with the funding agency.

The payment to the Consultant shall be as per the RFP terms and conditions. In case the transaction(s) for the Non processing zone is not successful, then no payment shall be made for points 5 to points 8.

TA/ DA and expense of the consultancy team members related to travel outside and within Sikkim shall be borne by the Consultancy firm.

### Instruction:

The Invoice for each stage is to be submitted along with deliverables of corresponding stage. The payment will be made within 10 days of receipt of bill subject to approval of deliverable.

### Taxes:

The above fees are exclusive of any taxes, GST and GST will be paid extra as per actuals.

### 3.6 Procedure for submission of bids

- a) It is proposed to have a Three Cover for this tender:
  - Pre-Qualification Bid – (2 copies) in one cover
  - Technical Bid - (2 copies) in one cover
  - Commercial Bid - (2 copies) in one cover
- b) Pre-Qualification Bid, Technical Bid and Commercial Bid of the Tender shall be covered in separate sealed covers super-scribing "Pre- Qualification Bid", "Technical Bid", "Commercial Bid". Each Bid shall also be marked as "Original" and "Copy". Please Note that Prices shall

be indicated only in the Commercial Bid. And if price will be indicated in the Pre-Qualification Bid or Technical Bid, that Bid is liable to be rejected.

- c) The three envelopes containing Pre-qualification Bid, Technical Bid and Commercial Bid shall be put in another single sealed envelope clearly marked "Selection of Firm for Appointment of Project Consultant and Transaction Advisory for Sikkim IT SEZ" These envelopes are to be superscripted with Tender Number and the wordings "DO NOT OPEN BEFORE 11.00 AM on 08/09/2021"
- d) The cover thus prepared shall also indicate clearly the name, address, telephone number, E-mail ID and fax number of the Bidder to enable the Bid to be returned unopened in case it is declared "Late".
- e) Each copy of the tender shall be a complete document and shall be bound as a volume. The document shall be page numbered and appropriately flagged and must contain the list of contents with page numbers. Different copies must be bound separately. Any deficiency in the documentation may result in the rejection of the Bid.
- f) As part of the Bid, Bidder shall also provide the Pre-Qualification Bid and Technical Bid in Soft Copy (PDF Format), in the form of a non-re-writeable CD (Compact Disc) as follows:
  - i. Two (2) copies of CD each containing the Pre-Qualification Bid and Technical Bid - The CDs containing Bids shall be sealed along with the hard copies of the respective Bids
  - ii. All CDs submitted by the Bidder must be in sealed covers. The sealed covers as well as the CD media must be duly signed by the Bidder using a "Permanent Pen/Marker", shall be super-scribed with "Technical Bid- Soft Copy (PDF Format) / Pre-Qualification Bid -Soft Copy (PDF Format)" (as the case may be) and shall bear the name of the Bidder
  - iii. Bidder must ensure that the information furnished by him in respective CDs is identical to that submitted by him in the original paper Bid document. In case of any discrepancy observed by the State in the contents of the CDs and original paper Bid documents, the information furnished on original paper Bid document will prevail over the soft copy
  - iv. Bidder must ensure that Pre-Qualification and Technical Bid CDs do not contain any Commercial items / prices
- g) If the outer envelope is not sealed and marked as indicated above, State will assume no responsibility for the Bid's misplacement or premature opening
- h) The Tender should be signed on all the pages by the Bidder 's authorised signatory and should be affixed with the bidder's Seal.
- i) The representative participating in the bid process should carry a letter of authorisation on the company letter head.
- j) In the Commercial Bid, the intending bidder should clearly specify the amount of fees in percentage of indicative project cost as below:

Processing Zone: Rs ... Crores. Fees should be specified separately for Processing Zone in percentage of the Processing Zone project cost

Non-Processing Zone: Rs ... Crores. The amount is an indicative amount and bidders are expected to bring in investors for setting up a Hospital, Residential Building, Hotel, Club House, School, Shopping Plaza etc in the Non-Processing Zone of about 2.32 Ha in PPP mode).

The commercial bid should be indicated in terms of percentage (%) of estimated project cost separately for each zone as below:

Processing Zone: \_\_\_% of Processing Zone Project Cost of Rs ... crores.

Non- Processing Zone: \_\_\_% of Non-Processing Zone Project Cost of Rs ... crores

- k) The Technical bid should comprise of:
- a. CA Certificate for Turnover and Profit Making
  - b. Profile of the Company
  - c. Bidders Eligibility / Experience
  - d. Bidders understanding on the scope
  - e. Approach and Methodology

### 3.7 Selection Procedure

Only the bidders fulfilling the Pre-Qualification Bid Criteria as per Clause 3.8 and scoring 70 or above in the Technical Evaluation criteria as per Clause 3.9 are allowed to participate in the Commercial Bid. The envelopes marked "Pre-Qualification Bid" shall be opened first. The envelopes marked "Financial Bid" shall be kept sealed and shall be opened only after evaluation of technical bid.

#### **Evaluation of Bid:**

For financial evaluation, the total cost indicated in the Financial Bid including all Taxes will be considered.

The Lowest financial bid will be allotted a financial mark of 100 marks. The financial marks of other Bidder(s) will be computed by measuring the respective financial bids against the lowest financial bid.

$$\text{Financial Marks (M}_F\text{)} = \frac{\text{Lowest Financial Bid Amount}}{\text{Bidder's Actual Financial Bid Amount}} \times 100$$

#### **Combined and Final Evaluation:**

The composite mark is a weighted average of the Technical and Financial Marks. The ratio of Technical (M<sub>T</sub>) and financial mark is 70:30 respectively. The Composite Mark will be derived using the following formula:

$$\text{Composite Mark} = (\text{M}_T \times 0.7 + \text{M}_F \times 0.3)$$

Thus, the composite mark shall be out of a maximum of 100 marks. The responsive Bidder(s) will be ranked in descending order according to the composite marks, which is calculated based on the above formula. The highest-ranking Bidder as per the composite mark will be selected in this tender.

### 3.8 Pre-Qualification Bid Criteria

The bidders must enclose the following documents inside the pre-qualification bid envelope:

Sl. No.	Criteria	Documents required
1.	The <b>company/consortium (limited to two parties)</b> should be a registered company under Companies Act	(a) Registration of firm, trade license, GST registration and professional tax clearance certificate  (b) <b>Consortium Agreement, Power of Attorney by Consortium Member in favour of Lead Consortium Member</b>
2.	The <b>Bidder/Lead Consortium Member</b> should have been in existence as firm /company for the last 5 years (as on 31 <sup>st</sup> December 2020).	Registration of firm, trade license, GST registration and professional tax clearance certificate.
3.	The <b>Bidder/Lead Consortium Member</b> should have the financial statement audited by the Chartered Accountant for the last three financial years i.e 2018-2019, 2019-2020 and 2020-2021	Copy of audited profit and loss account/balance sheet/annual report of the last three financial years viz 2018-2019, 2019-2020 and 2020-2021
4.	The <b>Bidder/Lead Consortium Member</b> should be profit making firm/company, with turnover of at least INR 25 Cr in any of the last three fiscal years	Statutory Auditor Certificate
5.	The <b>Bidder/Lead Consortium Member</b> should have won an engagement with any state government with a consultancy service for supporting a large IT Infrastructure project of over 500 Cr in the last 5 years	Work Orders <b>OR</b> completion certificate to be enclosed
6.	The <b>Bidder/Lead Consortium Member</b> should have at least 50 Full time employees on the roll of the company	Self-Declaration/ undertaking by <b>bidder/Lead Consortium Member</b> on letter head
7.	<b>Bidder/Lead Consortium Member</b> should NOT be under a declaration of ineligibility for corrupt and fraudulent practices issued by the tendering authority.	Self-declaration certification to be submitted on letter head.
8.	Team Composition: Experts   Minimum 5 in Nos   Relating to IT Sector (Team Leader); PPP, Infrastructure Development/Real Estate, Marketing and FS Sector   All Experts need to be on the payroll of the <b>bidder/Lead Consortium Member</b> and should be post graduate and <b>minimum 10 years of experience.</b>	Curriculum Vitae as per format 2 of Annexure I should be submitted
9.	The <b>Bidder/Lead Consortium Member</b> shall furnish, as part of its Bid, an Earnest Money Deposit (EMD) of Rs. 2,50,000	The EMD shall be denominated in Indian Rupees.



Sl. No.	Criteria	Documents required
	(Two Lacs and fifty thousand Only) in the form of a DD in the favour of "Chairman, Centre for Research & Training in Informatics", payable at "Gangtok". No Bank Guarantee would be entertained for the same.	

**Note:**

- (i) The tender fee and EMD to be submitted in original as mentioned in this RFP
- (ii) Bidders must provide supporting documents for the eligibility criteria as mentioned against each criterion and in the same order.
- (iii) Bidders shall provide its proposal covering letter as per format of Annexure-III, organizational details as per Format 1 of Annexure-I.

### 3.9 Technical Evaluation Criteria

The eligible bidders shall be evaluated based on the following criteria and technical mark shall be awarded to the bidders. The bidder needs to score at least 70 marks or above out of a total of 100 marks to be able to qualify for commercial/financial bid opening.

S. No.	Clause	Maximum Marks
1.	Profile of the Organization	10
2.	Experience of IT SEZ in North East /other parts of India	20
3.	Relevant Experience including Quality Certification	10
4.	Proposed team - Team Leader and IT Expert - PPP Expert - Infrastructure / Real Estate Expert - Marketing Expert - Financial Services	(25) 5 5 5 5 5
5.	Bidder's Understanding of the Scope / Approach and Methodology	15
6.	Presentation	20
7.	<b>Total</b>	100

### 3.10 General Terms and Conditions of the RFP

The following general terms and conditions shall apply:

- (i) This RFP may be cancelled without assigning any reasons, thereof, at any time.
- (ii) If any date mentioned in this RFP is declared as a public holiday, the schedule shall be shifted to the next working day.
- (iii) The undersigned reserves the right to cancel any or all of the bids without assigning any reasons thereof.
- (iv) The undersigned reserves the right not to award the bid to the bidder selected on the basis of the selection procedure without assigning any reason.
- (v) Arithmetical errors in the Financial Bid will be rectified on the following basis:
  - a. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and will be considered for future calculations.
  - b. If there is a discrepancy between words and figures, the amount in words shall prevail
  - c. If the bidder does not accept the correction of errors, its bid will be rejected and its EMD may be forfeited.
- (vi) Rate shall be written both in words and figures. There should not be errors and/or over-writings and corrections, if any, should be made clearly and initiated with dates.
- (vii) Selected agency is required to mobilize the proposed resources within a period of 7 days from the date of award of work order and they should be available for consultation and travel to Sikkim during the course of the engagement. The selected agency will also be required to initiate the local coordination office at Sikkim within 7 days.
- (viii) Rates quoted will be valid for the entire duration of engagement.
- (ix) If a Bidder imposes conditions, which is in addition to or in conflict with the conditions mentioned herein, his Bid is liable to summary rejection. In any case none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of Bid issued by the DIT.
- (x) Termination: The Work Order can be terminated at any time by DIT if the services are not satisfactory after giving two opportunities to the selected company of being heard and recording of the reasons for repudiation and giving a final 45 days' notice to ensure smooth handing & taking over. All work completed prior to the termination will be paid prior to termination.
- (xi) If the Agency requires an extension of time in completion of the work order period on account of occurrence of any hindrance, it shall apply in writing to DIT, for the same immediately on occurrence of the hindrance but not after the stipulated time. The case will be examined and permission in writing will be necessary for the Bidder.
- (xii) All legal proceedings, if necessity arises to institute, by any of the parties needs to be lodged in courts situated in Sikkim only.
- (xiii) If, after the date of Contract signing, there is any change in the applicable law with respect to taxes and duties which increases or decreases the cost incurred by the company/Agency in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Agency under the Contract shall be increased or decreased accordingly by agreement between the Parties here to, and corresponding adjustments shall be made to the Contract price.

#### Arbitration

In the event of dispute and difference arising between DIT and Consultant, the same shall be discussed in the first instance between the representative of the Agency and DIT.

Any dispute or difference whatsoever arising between the parties to the Agreement out of or relating to the construction, meaning, scope, operation or effect of the Agreement or the

validity of the breach thereof shall be referred to a sole Arbitrator to be appointed by mutual consent of both the parties herein. If the parties cannot agree on the appointment of the Arbitrator within a period of one month from the notification by one party of the other of existence of such dispute, then the Arbitrator shall be appointed by the Sikkim High Court at Sikkim, India. The provisions of the Arbitrator and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. The Arbitration proceedings will be held at Sikkim, India. Any legal dispute will come under the sole jurisdiction of Sikkim, India.

### **Force Majeure**

If the performance of any obligation of any of the parties is prevented or restricted or interfered with by reason of fire, explosion, strike, casualty, riots, sabotage, accident, lack or failure of transportation facilities, flood, war, civil commotion, terror attack, pandemic, lightning, acts of god, any law, order or decree of any government or subdivision thereof or any other cause similar to those above enumerated, beyond the reasonable control of the party, the party so affected shall, upon the giving of prompt notice to the other parties, be excused from performance here under to the extent and for the duration of such prevention, restriction or interference.

### **Governing Law**

This Agreement and the obligations of the parties here to shall be interpreted, construed and enforced in accordance with the internal laws of India, without giving effect to the conflict of laws / principles thereof. Any legal dispute arising out of this contract will be settled at Sikkim only.

### **Indemnity:**

The Service Provider shall keep the Customer fully indemnified against all actions, claims, proceedings, costs, damages and all legal costs or other expenses and losses incurred or suffered by the Customer arising directly or indirectly out of or in relation to:

any breach of any terms of this Agreement (including but not limited to any claim or action by a third-party alleging infringement of any intellectual property rights of such third party);

or

any claim by third party (including without limitation claims by any employee or agent of the Service Provider or the general public) for any damage, injury, loss or accident sustained in relation to the Service Provider's performance of the Contract, provided such damage, injury, loss or accident is not caused by the gross negligence or wilful default of the Service Provider.

Bidder's overall liability would be capped at an amount not exceeding the overall contract value under this agreement subject to final determination by arbitrator.

### **Acceptance**

Within 21 days (or any other agreed period) from Client's receipt of a draft deliverable, Client will notify Consultant if it is accepted. If it is not accepted, Client will let Consultant know the reasonable grounds for such non acceptance, and Consultant will take reasonable remedial measures so that the draft deliverable materially meets the agreed specifications.

### **Limitation of Liability**

Consultants' total liability for all claims connected with the services or this agreement (including but not limited to negligence), whether in contract, tort, statute, indemnities or otherwise, is limited to the professional fees paid for the services.

(Sd/-)  
Executive Director, CRTI

## ANNEXURE-I: Technical Bid Formats

### Format 1: General Information about the Bidder

<b>S. No.</b>	<b>Particulars</b>	<b>Details</b>
1.	Name of the bidder	
2.	Address of the bidder	
3.	Constitution of the bidder	
4.	Name & designation of the contact person	
5.	Telephone No.	
6.	Email of the contact person	
7.	Fax No.	
8.	Website	
9.	Certificate of Incorporation	
10.	No. of years in consultancy services	
11.	No. of employees having experience in the relevant field	
12.	Technical Certifications obtained	
13.	Income Tax Registration/ PAN Card No.	
14.	Goods & Service Tax (GST) Registration No.	

**Format 2: Curriculum Vitae of the IT resources**

<b>S. No.</b>	<b>Particular</b>	<b>Details</b>
1.	Name	
2.	Position	
3.	Date of Birth	
4.	Educational Qualification	
5.	Certifications / Trainings	
6.	No. of years of relevant experience	
7.	Key Projects / Responsibilities handled	

**Format 3: Project Experience**

<b>S. No.</b>	<b>Name of the Project</b>	<b>Department Name &amp; Address</b>	<b>Brief Scope of Work</b>	<b>Project Value (in INR)</b>	<b>Project Period (From – To / Ongoing)</b>	<b>Page Ref. of Supporting Documents in the Technical Bid</b>
1.						
2.						

## ANNEXURE-II: Financial Bid Format

### Financial Bid Format:

S. No.	Item	Total Price (In lakhs)	Total Price in words
1	___% Of Processing Zone Project Cost ___% Of Non-Processing Zone Project Cost		
2	GST		
3	Grand Total		

### Note:

- (i) The amount quoted shall be inclusive of all taxes and fees.
- (ii) Income tax will be deducted at source from the payments made as per the law applicable in India.

## ANNEXURE-III: Proposal Covering Letter

### COVERING LETTER for "Selection of Firm for Appointment of Project Consultant and Transaction Advisory for Sikkim IT SEZ"

Date:

Reference No.: .....

*[Bidders are required to submit the covering letter as given here on their letterhead]*

To

The Secretary,

Department of Information Technology (DIT),

Sectt. Annexe I, Top Floor,

SonamTshering Marg, Gangtok – 737101, Sikkim

Dear Sir,

We ..... (Name of the bidder) hereby submit our proposal in response to notice inviting tender date ..... and tender document no. .... and confirm that:

1. All information provided in this proposal and in the attachments is true and correct to the best of our knowledge and belief.
2. We shall make available any additional information if required to verify the correctness of the above statement.
3. Certified that the period of validity of bids is 180 days from the last date of submission of proposal, and
4. We are quoting for all the services mentioned in the tender.
5. We the Bidders are not under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted by any of the Government agencies at the time of submission of this proposal.
6. We are submitting our eligibility documents and technical bid documents along with the following:
  - a. A soft format in form of a CD/DVD clearly hyper linking all the relevant scanned documents and highlighting relevant portions of the document for ease of evaluation. This is in addition to the paper documents in hard copy format to be submitted by the bidders and needs to be handed over along with bids.
  - b. The hard copy format is also similarly indexed, flagged and highlighted at relevant places.
7. We, the undersigned, having carefully examined the referred RFP, offer to Propose for the selection as a Software developing firm, in full conformity with the said RFP.
8. We have read all the provisions of RFP and confirm that these are acceptable to us.
9. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.
10. We agree to abide by this Proposal, consisting of this letter, our Technical and Commercial Proposals, and all attachments, for a period of 180 days from the date fixed for submission of Proposals as stipulated in the RFP and modifications resulting from contract negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiry of that period.
11. Until the formal final Contract is prepared and executed between us, this Proposal, together with your written acceptance of the Proposal and your notification of award, shall constitute a binding contract between us.
12. We declare that we do not have any interest in downstream business, which may ensue from the RFP prepared through this assignment.
13. We hereby declare that all the information and statements made in this proposal are true and accept that any misrepresentation or misinterpretation contained in it may lead to our disqualification.



14. We understand you are not bound to accept any proposal you receive, not to give reason for rejection of any proposal and that you will not defray any expenses incurred by us in bidding.
15. Demand Draft: Draft No. \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_ for Rs. 2,50,000/- is enclosed towards EMD.
16. Demand Draft: Draft No. \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_ for Rs. 50,000/- is enclosed towards RFP document cost.

Signature.....

In the capacity of.....

Duly authorized to sign Proposal for and on behalf of.....

Date..... Place.....

[\*: Strike off whichever is not applicable]