




**RFP for Renovation, Operation, Maintenance, Marketing, Management and Transfer of the Waves Restaurant, Corbyn's Cove, Sri Vijaya Puram**

Andaman & Nicobar Islands Integrated Development Corporation Ltd. (ANIIDCO) invites RFP for Renovation, Operation, Maintenance, Marketing, Management and Transfer of the Waves Restaurant, Corbyn's Cove, Sri Vijaya Puram. Details of the RFP can be obtained from the website <https://eprocure.andaman.gov.in> and <https://aniidco.and.nic.in>

A pre bid meeting will be held at 04.00 pm on 06.12.2024 in the conference hall, Vikas Bhawan, ANIIDCO, Port Blair and the last date for submission of RFP is 3.00 pm on 07.01.2025.

ANIIDCO reserves the right to annul the process without assigning any reason whatsoever.

  
General Manager (Projects)

F. No. 1-1473/ANIIDCO/2019-20/Vol. IV/ 264 Dt. 19.11.2024

महाप्रबंधक (परियोजनाएं)  
General Manager (Projects)  
अनिइको लिमिटेड  
ANIIDCO LTD, PORT BLAIR

**ANDAMAN AND NICOBAR ISLANDS  
INTEGRATED DEVELOPMENT CORPORATION LIMITED  
(ANIIDCO)  
*A Government Undertaking***

**REQUEST FOR PROPOSAL (RFP)**  
*for*

**Renovation, Operation, Maintenance, Marketing,  
Management and Transfer  
*of the*  
Waves Restaurant, Corbyn's Cove  
Sri Vijaya Puram**

**Reference No.: F. No. 1-1473/ANIIDCO/2019-20/Vol.IV/2641 .**

*19<sup>th</sup> November, 2024*

**ANIIDCO Ltd.  
Vikas Bhawan  
PB No.180, Sri Vijaya Puram: 744101  
Andaman & Nicobar Islands, India**

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## Disclaimer

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

*This RFP is not an agreement and is neither an offer nor an invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested Bidders with information that may be useful to them in the formulation of their bid pursuant to this RFP (the “Bid”). This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.*

*Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.*

*The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Bidding Process.*

*The Authority also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from the reliance of any Bidder upon the statements contained in this RFP.*

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

*The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder/s, as the case may be, and the Authority reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.*

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

## Glossary

<b>Agreement</b>	<i>As defined in Clause 1.1.4 of RFP</i>
<b>ANIIDCO</b>	<i>Andaman &amp; Nicobar Islands Integrated Development Corporation Limited</i>
<b>Annual Rent</b>	<i>As defined in Clause 2.13.2 of Rent Agreement</i>
<b>Authority</b>	<i>As defined in Clause 1.1.1 of RFP</i>
<b>AAT</b>	<i>Average Annual Turnover of RFP</i>
<b>ANI</b>	<i>Andaman &amp; Nicobar Islands</i>
<b>Bid</b>	<i>As defined in Disclaimer</i>
<b>Bidder</b>	<i>As defined in Clause 2.2.1 (a) of RFP</i>
<b>Bidding Documents</b>	<i>As defined in Clause 1.2.2 of RFP</i>
<b>Bid Due Date</b>	<i>As defined in Clause 1.2.2 of RFP</i>
<b>Bidding Process</b>	<i>As defined in Clause 1.3.4 of RFP</i>
<b>Bid Security</b>	<i>As defined in Clause 2.18.1 of RFP</i>
<b>COD</b>	<i>Commercial Operation Date</i>
<b>Conditions of Eligibility</b>	<i>As defined in Clause 2.2.1 of RFP</i>
<b>Conflict of Interest</b>	<i>As defined in Clause 2.2.1 (d) of RFP</i>
<b>Contract</b>	<i>As defined in Clause 1.1.5 of RFP</i>
<b>Contract Period</b>	<i>As defined in Clause 2.3.1 of Rent Agreement</i>
<b>Department</b>	<i>Andaman &amp; Nicobar Tourism</i>
<b>Execution Date</b>	<i>As defined in Clause 2.5.1 of Rent Agreement</i>
<b>E-Tender Website</b>	<i><a href="https://eprocure.andaman.gov.in">https://eprocure.andaman.gov.in</a></i>
<b>Financial Bid</b>	<i>As defined in Clause 1.3.4 of RFP</i>
<b>FY</b>	<i>Financial Year</i>
<b>GoI</b>	<i>Government of India</i>
<b>GST</b>	<i>Goods and Service Tax</i>
<b>H1 Bidder</b>	<i>As defined in Clause 1.3.8 of RFP</i>
<b>INR, Rs.</b>	<i>Indian Rupee(s)</i>
<b>LoA</b>	<i>Letter of Award</i>
<b>Operator</b>	<i>As defined in Clause 1.1.4 of RFP</i>
<b>Performance Security</b>	<i>As defined in Clause 2.2.1 of Rent Agreement</i>
<b>PPP</b>	<i>Public Private Partnership</i>
<b>Project</b>	<i>As defined in Clause 1.1.2 of RFP</i>
<b>Project Facilities</b>	<i>As defined in Clause 2.1.1 of Rent Agreement</i>
<b>Project Site</b>	<i>As defined in Clause 2.6.1 of Rent Agreement</i>
<b>Restaurant</b>	<i>Waves Restaurant, Corbyn's Cove, Sri Vijaya Puram</i>
<b>Reserve Price</b>	<i>As defined in Clause 1.3.7 of RFP</i>
<b>RFP</b>	<i>As defined in Disclaimer</i>
<b>RFP Document Fee</b>	<i>As defined in Clause 1.3.2 of RFP</i>
<b>ROMMMT</b>	<i>Renovation, Operation, Maintenance, Marketing, Management and Transfer</i>
<b>Selected Bidder</b>	<i>As defined in Clause 3.6.2 of RFP</i>
<b>Technical Bid</b>	<i>As defined in Clause 1.3.4 of RFP</i>
<b>Technically Qualified Bidders</b>	<i>As defined in Clause 1.3.4 of RFP</i>
<b>Tie Bidders</b>	<i>As defined in Clause 3.5.6 of RFP</i>

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

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**BID INFORMATION SHEET**

<i>Sl.No.</i>	<i>Description</i>	<i>Details</i>
1.	Project Name	Renovation, Operation, Maintenance, Marketing, Management and Transfer of the Waves Restaurant, Corbyn's Cove, Sri Vijaya Puram
2.	Bidding Process	Single Stage
3.	Type of Bidding	E-tender
4.	RFP Document Fee	Rs 5,900 (non-refundable)
5.	Bid Security	Rs 2.50 Lakh
6.	Performance Security	Equivalent to Annual Rent
7.	Bidding Parameter	Annual Rent
8.	Validity of Bids	120 days from the Bid Due Date
9.	Downloading of RFP Documents	20.11 2024, from <a href="https://eprocure.andaman.gov.in">https://eprocure.andaman.gov.in</a>
10.	Submission of queries/clarifications	On or before 03.00 pm on 09.12.2024 at <a href="mailto:aniidco@gmail.com">aniidco@gmail.com</a>
11.	Pre-Bid Meeting	06.12.2024 at 16.00 Hrs through video conferencing. The link for Pre-Bid meeting will be uploaded in the e-tender portal i.e <a href="https://eprocure.andaman.gov.in">https://eprocure.andaman.gov.in</a> and <a href="https://aniidco.and.nic.in">https://aniidco.and.nic.in</a>
12.	Response to Pre-Bid Queries	On or before 16.12.2024
13.	Nodal Officer	General Manager (Projects) Andaman & Nicobar Islands Integrated Development Corporation Ltd. (ANIIDCO) Vikas Bhawan, Post Box No. 180 Sri Vijaya Puram – 744101; Andaman and Nicobar Islands Mob.: 9932080661/ 9434280661 <a href="mailto:aniidco@gmail.com">aniidco@gmail.com</a>  <u>Contact Person:</u> <i>Shri Manoj Panda, Sr. Consultant (Financial Expert)</i> <i>Mob.: 98719 79370</i>
14.	Bid Due Date	07.01.2025; 15.00 Hrs
15.	Submission of Documents as per Clause 2.14	Bid Due Date 07.01.2025 ; 15.00 Hrs
16.	Opening of Technical Bids	07.01.2025; 15.30 Hrs
17.	Opening of Financial Bids	To be informed to the Technically Qualified Bidders
18.	Letter of Award (LoA)	Within 15 days of the opening of Financial Bids
19.	Signing of Agreement	To be finalized with Selected Bidder
20.	Contract Period	15 Years from Execution Date



# 1 INTRODUCTION

## 1.1 Background

1.1.1 Andaman & Nicobar Islands Integrated Development Corporation Limited (ANIIDCO) (the “**Authority**”) primary objective is to run, manage and administer hotels, catering establishments and similar tourism infrastructure for the promotion of tourism within the Union Territory of Andaman & Nicobar Islands (ANI) and provide tourism facilities and services within the ANI.

1.1.2 Andaman & Nicobar Tourism (Department), has leased the Waves Restaurant located at Corbyn’s Cove, Sri Vijaya Puram (“**Restaurant**”) to the Authority for its upkeep and maintenance. With the objective of providing upgraded facilities to users, promoting tourism and unlocking the commercial value, the Authority intends to undertake renovation, operation and maintenance of the Restaurant alongside the premises through Public Private Partnership (PPP) on Renovation, Operation, Maintenance, Marketing, Management and Transfer (the “**ROMMMT**”) basis (the “**Project**”). For this purpose, the Project shall be sub-leased to a private player on an “as-is-where-is” basis for a fixed Contract Period as specified in this RFP.

1.1.3 The brief particulars of the Project are as follows:

1.	Name of the Project	Renovation, Operation, Maintenance, Marketing, Management and Transfer of Waves Restaurant
2.	Location	Corbyn’s Cove, Sri Vijaya Puram (Refer Annexure III)
3.	Total Land Area	1868.75 Sq.mts. (Refer Annexure IV)
4.	Built-up Area	606.14 Sq.mts.
5.	Carpet Area of the Dining spaces	Ground Floor: 144.81 Sq.mts. First Floor: 146.33 Sq.mts. Open Area: 1113.97 Sq. mts.
6.	Contract Period	15 Years from the Execution Date
7.	Project site and project assets	Land and building of Waves Restaurant as mentioned in Annexure III and IV.
8.	Existing conditions	Site Photographs (Refer Annexure V)
9.	Estimated Project Cost	Rs 2.40 Crore <i>However, there is no restriction on higher investments based on the Selected Bidder’s ‘Market Assessment’, subject to the applicable Development Controls and Guidelines. The Estimated Project Cost includes the Pre-Construction and Renovation Costs, Annual Rent, Interest etc. The assessment of actual costs, however, will have to be made by the Bidders</i>

1.1.4 The Selected Bidder (“**Operator**”) shall be responsible for designing, financing, renovation, operation, marketing, maintenance, management of the Project, in accordance with the provisions of the agreement (the “**Rent Agreement**” or “**Agreement**”) to be entered into between the Authority and the Selected Bidder in the form provided by the Authority as a part of the Bidding Documents pursuant hereto.

- 1.1.5 The Agreement sets forth the detailed terms and conditions for the grant of sub-lease to the Operator, including the scope of the Operator's services and obligations (the "**Contract**").
- 1.1.6 At the end of the Contract Period, the Selected Bidder shall hand over the Project to the Authority, free of cost and free of all encumbrances, lien and mortgage.
- 1.1.7 Bids (e-Tender only) are invited from eligible Bidders for selection of Operator as per the terms of conditions provided elsewhere in the RFP.

## 1.2 Bidding Document

- 1.2.1 The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the obligations of the Operator set forth in the Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of works, the Contract to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.
- 1.2.2 The Authority shall receive bids pursuant to and in accordance with the terms set forth in this RFP and other documents provided by the Authority pursuant to this RFP, as modified, altered, amended and clarified from time to time by the Authority (collectively the "**Bidding Documents**"), and all bids shall be prepared and submitted in accordance with such terms on or before the bid due date specified in Clause 1.5 (the "**Bid Due Date**").

## 1.3 Brief Description of the Bidding Process

- 1.3.1 The Bidding Documents shall be available on the e-tender website <https://eprocure.andaman.gov.in> and may be downloaded by the interested Bidders. The aforesaid documents and any addendum/corrigendum issued subsequent to this RFP shall be deemed to form part of the Bidding Documents.
- 1.3.2 Prior to participation in the Bidding Process, the Bidder shall pay (non-refundable) to the Authority a sum of INR 5,900 (Five Thousand and Nine Hundred only) with GST, through NEFT/RTGS / or any other online payment facility as applicable, towards cost of the Bidding Documents ("**RFP Document Fee**"), in the Authority's designated bank account. Details of designated bank account are as under:

Name of Beneficiary	ANIIDCO Ltd.
Name of Bank	State Bank of India
Account No.	10605077144
IFSC Code	SBIN0000156
Branch	Mohanpura, Sri Vijaya Puram

- 1.3.3 Any bid not accompanied with RFP Document Fee in the acceptable amount and form will be summarily rejected by the Authority as being non-responsive and the bid of such Bidder shall not be evaluated further.

- 1.3.4 The Authority has adopted a single-stage, two-step process (collectively the **“Bidding Process”**) for selection of the Bidder for award of the Project. Bidder shall be examined as per the details submitted under technical bid (**“Technical Bid”**) with respect to eligibility and qualifications criteria prescribed in this RFP. The financial bid under the second step (**“Financial Bid”**) shall be opened only for the technically qualified bidders whose Technical Bids are responsive to eligibility and qualifications requirements as per this RFP (**“Technically Qualified Bidders”**).
- 1.3.5 Bidders would be required to submit the Financial Bid as per the format (BoQ) given in the e-tender website and as per the terms and conditions specified in the RFP.
- 1.3.6 Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Project including implementation thereof.
- 1.3.7 Bids are invited for the Project on the basis of the highest Annual Rent payable by the Bidder to the Authority during the Contract Period. The Contract Period is pre-determined, as indicated in the Agreement. Subject to this RFP the Project will be awarded to the Bidder quoting the highest Annual Rent.
- a) Annual Rent shall be payable in accordance with the provisions of the Agreement;
  - b) The Annual Rent shall constitute the sole criteria for evaluation of Bids and the Project shall be awarded to the Bidder quoting the highest Annual Rent;
  - c) The Annual Rent shall be exclusive of GST and all other taxes. The GST and all other taxes, if any shall be paid by the Selected Bidder/Operator;
  - d) The Reserve Price of the Annual Rent is INR 33.00 Lakhs (Rupees Thirty Three Lakhs Only) (**“Reserve Price”**);
  - e) The First Annual Rent should be paid before 7 (seven) days prior to the Execution Date;
  - f) Subsequently, the Annual Rent shall be payable to the Authority on or before 30 (thirty) days prior to the start of every Financial Year in advance throughout the Contract Period;
  - g) The Annual Rent shall be increased by 10% (ten percent) once in every 3 (three) years over the previous year’s Fee on compound basis;
  - h) The Operator shall pay the Annual Rent to the Authority notwithstanding the fact that, the Project Facilities is not completed or the Operator does not start the commercial operation of the Project. In other words, the Operator shall not be entitled to seek any reduction of Annual Rent, claim, damages, compensation or any other consideration from the Authority on account of any reason.
- 1.3.8 The Technically Qualified Bidder whose Financial Bid is determined to be highest and responsive shall be considered as the Selected Bidder (the **“H1 Bidder”**).
- 1.3.9 The Bidder shall be permitted to use the Restaurant, other assets and the Project Site as per details given at Annexure III subject to the general control of the ANIIDCO/A&N Administration.

1.3.10 The Operator shall have the sole and exclusive right to demand, collect and appropriate revenue/user charges from the Project, during the Contract Period at prevailing market rates in accordance with Applicable laws, Good Industry Practice and more particularly, in accordance with the terms set out under the Agreement.

1.3.11 Interested Bidders are invited to submit their bid in accordance with the terms specified in this RFP.

#### 1.4 Validity of the Bids

1.4.1 The bids shall be valid for a period of not less than 120 days from the Bid Due Date.

#### 1.5 Schedule of Bidding Process

1.5.1 The Authority would endeavour to adhere to the following Schedule:

Downloading of RFP Documents	<b>20.11, 2024</b> onwards from <a href="https://eprocure.andaman.gov.in">https://eprocure.andaman.gov.in</a>
Submission of queries/clarifications	Post queries on e-mail address <a href="mailto:aniidco@gmail.com">aniidco@gmail.com</a> on or before 09.12 2024 up to 15.00 Hrs.
Nodal Officer	General Manager (Projects), Andaman & Nicobar Islands Integrated Development Corporation Ltd. (ANIIDCO) Vikas Bhawan, Post Box No. 180 Sri Vijaya Puram – 744101; Andaman and Nicobar Islands Contact Person: <i>Shri Manoj Panda, Sr. Consultant (Financial Expert),</i> <i>Mob.: 98719 79370</i>
Pre-Bid Meeting	06.12 2024 at 16.00 Hrs through video conferencing The link for Pre-proposal meeting will be uploaded in the e-tender website i.e <a href="https://eprocure.andaman.gov.in">https://eprocure.andaman.gov.in</a> and <a href="https://aniidco.and.nic.in">https://aniidco.and.nic.in</a>
Submission of Documents as per Clause 2.14	Bid Due Date: 07.01.2025; 15.00 Hrs
Opening of Technical Bids	07.01.2025; 15.30 Hrs. (on-line)
Opening of Financial Bids	To be intimated later only to Technically Qualified Bidders
Letter of Award (LoA)	Within 15 days of opening of Financial Bids
Signing of Agreement	To be finalized with Selected Bidder
Validity of Bids	120 days of Bid Due Date
Bid Due Date	<b>07.01.2025; 15.00 Hrs.</b>

1.5.2 The Authority shall endeavour to adhere to the dates indicated above. However, it reserves the right to effect changes to the above dates, if the need arises, without assigning any reason or being liable for the same in any manner whatsoever. Such change, if any, would be uploaded at the e-tender website from time to time.

- 1.5.3 Further, the Authority reserves the right to hold, in its sole and absolute discretion, more than one Pre-Bid meeting or hold one or more consultation meetings with the bidders and in such event the above schedule shall stand modified and amended.

## 2 INSTRUCTIONS TO BIDDERS

### 2.1 Scope of Bids

- 2.1.1 Bidders are advised that the selection of an Operator shall be on the basis of an evaluation by the Authority through the Bidding Process specified in this RFP. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Bidding Process shall be given and that the Authority's decisions are without any right of appeal whatsoever.
- 2.1.2 Any award of Contract pursuant to this RFP shall be subject to the terms of Bidding Documents.
- 2.1.3 Notwithstanding anything to the contrary contained in the RFP, the detailed terms specified in the Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Agreement.
- 2.1.4 This RFP is not transferable.

### 2.2 Eligibility of Bidders

- 2.2.1 For determining the eligibility of Bidders, (the “**Conditions of Eligibility**”) the following shall apply:

#### General Eligibility

- a) A Bidder may be a natural person, private entity or government-owned entity registered in India (“**Bidder**”);
- b) Bidder must be a single entity only, no JV or consortium is allowed to participate in the Bidding Process;
- c) The Bidder shall be legally competent to enter into an Agreement as per prevailing Indian law;
- d) A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
  - i. *the Bidder have common controlling shareholders or other ownership interest in the other Bidder;*
  - ii. *a constituent of such Bidder is also a constituent of another Bidder; or*
  - iii. *such Bidder receives or has received any direct or indirect subsidy or grant from any other Bidder; or*
  - iv. *such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or*
  - v. *such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Bid of either or each of the other Bidder; or*
  - vi. *such Bidder possesses over 25% of the paid up and subscribed capital in its own company, also holds more than 25% of the paid up and subscribed equity capital in the other Bidder;*

2.2.2 The Bidder shall not have been blacklisted by any Government Agency, or proved to have indulged in serious fraudulent practices by a Court of Law or an independent Commission of Inquiry in India or abroad at the time of Bid Due Date.

### 2.2.3 Technical and Financial Eligibility

- a) The Bidder must be in a similar business;  
*Similar Business: means business of catering, hotels, restaurants, holiday centers and other short-stay accommodations, cafés, takeaways, mobile food stands, pubs, bars, canteens, clubs, lodging, event planning and management, theme parks.*
- b) The Bidder shall have positive net-worth immediately preceding the last FY of Bid Due Date;
- c) The Bidder shall have a minimum average Annual Turnover of INR 1.00 Crore (Rupees One Crore only) from the activities mentioned in Clause 2.2.3 (a) in the last three financial years preceding the Bid Due Date.

2.2.4 In computing the Technical and Financial Eligibility of the Bidder the Technical Capacity and Financial Eligibility of their Parent or Sister organisations would also be eligible hereunder.

## 2.3 Contents of the RFP

2.3.1 This RFP comprises the Disclaimer set forth hereinabove, the Terms and Conditions of the Agreement and the contents as listed below and will additionally include any Addendum/ Amendment issued in accordance with Clause 2.10:

<b>Request for Proposal Document</b>	
Part I	Request for Proposal
1	Introduction
2	Instructions to Bidders
3	Evaluation Process
4	Fraud and Corrupt practices
5	Miscellaneous
6	General Terms of the Agreement
<b>Annexures</b>	
<b>Annexure - I</b>	<b>Technical Bid</b>
Form 1	Letter comprising the Technical Bid
Form 2	Particulars of the Bidder
Form 3	Power of Attorney (PoA) for signing of Bid
Form 4	Financial Capacity of the Bidder
Form 5	Details of Similar Experiences
Form 6	Conceptual Plan and Business proposition for operation and management of the Waves Restaurant
Form 7	Bank Guarantee for Bid Security
<b>Annexure-II</b>	<b>Financial Bid</b>
Form 1	Financial Bid Format
<b>Annexure-III</b>	<b>Site Details</b>
<b>Annexure-IV</b>	<b>Site Drawings</b>
<b>Annexure-V</b>	<b>Site Photographs</b>

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**2.4 Number of Bids**

- 2.4.1 No Bidder shall submit more than one Bid for the said Project.

**2.5 Cost of Bid**

- 2.5.1 The Bidders shall be responsible for all the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

**2.6 Site Visit and Verification of information**

- 2.6.1 Prior to submitting the bid, the Bidder is advised to visit and examine the site and its surroundings, obtain and ascertain for themselves the site & asset condition, location, availability of power, water and other utilities, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them for preparing their bid including carrying out necessary technical surveys, etc. at its own cost and risk. The Bidder shall be deemed to have full knowledge of the site conditions, whether physically inspected or not, if Bidder submits a bid for this Project.
- 2.6.2 For the above purpose, the Bidders may approach the Authority for assistance during any site visit. The Bidders shall be responsible for all arrangements and shall release and indemnify the Authority and/or any of its agencies/consultants/advisors from and against all liability in respect hereof and shall be solely responsible for any personal injury, loss of or damage to property or any other loss, damage, costs or expenses, however caused, which, but for the exercise of such permission, would not have arisen due to this RFP.

**2.7 Acknowledgement by Bidder**

- 2.7.1 It shall be deemed that by submitting the Bid, the Bidder has:
- a. made a complete and careful examination of the RFP Document;
  - b. received all relevant information requested from the Authority;
  - c. acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred to in Clause 2.6 above;
  - d. satisfied itself about all matters, things and information, including matters referred to in Clause 2.6 herein above, necessary and required for submitting an informed Bid and performance of all of its obligations thereunder;
  - e. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the RFP Documents or ignorance of any of the matters referred to in Clause 2.6 hereinabove shall not be a basis for any claim for compensation, damages, extension of time of performance of its obligations, loss of profit etc. from the Authority, or a ground for termination of the Agreement; and
  - f. acknowledged that it does not have a Conflict of Interest; and
  - g. agreed to be bound by the undertaking provided by it under and in terms hereof.

- 2.7.2 The Authority shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP Document or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

## **2.8 Right to Reject any or all Bids**

- 2.8.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all Technically Qualified Bidders to submit fresh Bids hereunder.
- 2.8.2 Without prejudice to the generality of Clause 2.8.1, the Authority reserves the right to reject any Bid if:
- at any time, a material misrepresentation is made or discovered, or
  - the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.
- 2.8.3 Mis-representation/improper response by the Bidder may lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Bids have been opened and the Selected Bidder gets disqualified /rejected, then the Authority reserves the right to consider the next ranked Bidder, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.
- 2.8.4 Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.
- 2.8.5 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP. Any such verification or lack of such verification by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

## **2.9 Clarifications**

- 2.9.1 Bidders requiring any clarification on the RFP may send their queries to the Authority by sending emails before the date mentioned in the Schedule of Bidding Process at Clause 1.5.
- 2.9.2 The Authority shall endeavour to respond to the queries by the date mentioned at Clause 1.5. The Authority will post the reply to all such queries on the e-tender Website without identifying the source of queries.
- 2.9.3 The Authority reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this Clause shall be construed as obliging the Authority to respond to any queries or to provide any clarification. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

## **2.10 Amendment of RFP**

- 2.10.1 At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.
- 2.10.2 All such amendments will be posted on the e-tender Website along with the revised RFP containing the amendments and will be binding on all Bidders.



2.10.3 In order to afford the Bidders a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.

## **2.11 Correspondence with the Bidder**

2.11.1 The Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

## **2.12 Language**

2.12.1 The Bid with all accompanying documents and all communications in relation to or concerning the Bidding Process shall be in English language and strictly on the prescribed forms provided in this RFP.

## **2.13 Format and Signing of Bid**

2.13.1 The Bidder shall provide all the information sought under this RFP. The Authority would evaluate only those Bids that are received online in the specified forms and complete in all respects. Incomplete and/or conditional Bids shall be liable to rejection.

2.13.2 The Bid shall be signed by the Authorized Signatory of the Bidder who shall initial each page. All the alterations, omissions, additions, or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid.

## **2.14 Submission of Bids**

2.14.1 Bid must be submitted online only through e-procurement portal i.e. <https://eprocure.andaman.gov.in> using the digital signature of Authorized Representative of the Bidder and following the instructions appearing on the screen on or before Bid Due Date. A Manual containing the detailed guidelines for e-procurement is also available on e-procurement portal.

2.14.2 The Documents listed at Clause 2.14.4 and other supporting documents shall be prepared, scanned and converted to a single file (in PDF format) and uploaded during the on-line submission of Bid.

2.14.3 The Bidder shall submit the bid in accordance with the guidelines/process prescribed in this RFP and ensure that the bid is complete in all aspects. The Authority reserves the right to reject bids that do not conform to the clause as prescribed in the various sections of this RFP.

2.14.4 The Bidder shall submit the Technical Bid through e-procurement portal <https://eprocure.andaman.gov.in> along with supporting documents as appropriate.

Format	Description	Documents Required
Form 1	Covering Letter	a) <i>Proof of payment of Rs 5900.00 (Rupees Five Thousand Nine Hundred only) towards cost of RFP Document;</i>

		b) <i>Scanned Copy of Bid Security of required amount in the form of Bank Guarantee in the format at Annexure I: Form 7 from a Nationalized or Scheduled Bank</i>
Form 2	Details of the Bidder	a) <i>Organizational details;</i> b) <i>Documents certifying Bidder's legal status - Certificate of Incorporation, AoA &amp; MoA in case of Company or other Registration Certificate as applicable;</i> c) <i>PAN and GST Certificate</i>
Form 3	Power of Attorney (PoA) for Authorized Representative for signing the Bid	a) <i>To be certified by a notary public;</i>  <i>Attach a copy of appropriate resolution certified by Company Secretary conveying such authority in lieu of the Power of Attorney;</i>
Form 4	Financial Capacity of the Bidder	a) <i>Certificate from Statutory Auditor regarding Annual Turnover &amp; Networth.</i>  <i>Attach IT Return Certificates, Audited Annual Accounts for the last three (3) FYs preceding Bid Due Date</i>
Form 5	Experience of Similar Projects	a) <i>Similar Experiences</i>
Form 6	Business Plan	a) <i>Proposed organization chart for managing the operation of the Waves Restaurant;</i> b) <i>Conceptual layout;</i> c) <i>Proposed Business Plan</i>
Form 7	Bank Guarantee	<i>Format for BG</i>

#### 2.14.5 Financial Bid

- a) Bidders shall submit the Financial Bid as per the BoQ attached on the e-procurement portal, in both figures and words. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.

#### 2.14.6 The Bidders shall be required to submit originals of documents (as required under Clause 2.14.4) listed below in a sealed envelope prior to the Bid Due Date:

- a) PoA for Authorised Representative for signing the Bid;  
b) Original Bid Security.

The envelope specified in this Clause shall clearly bear the following identification:  
*“Enclosures - RFP for Renovation, Operation, Maintenance, Marketing, Management and Transfer of the Waves Restaurant, Corbyn's Cove, Sri Vijaya Puram*

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

#### 2.14.7 All communications/submissions shall be addressed to the Nodal Officer at Clause 1.5.

## **2.15 Bid Due Date**

2.15.1 Bid should be submitted before the Bid Due Date specified at Clause 1.5 in the manner and form as detailed in this RFP Document. The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.10 uniformly for all Bidders.

2.15.2 The Authority shall not be responsible for any non-receipt/non submission of any Bid due to any technical issue at e-procurement portal. The Bidders are requested to make online submission well in advance.

## **2.16 Late Bids**

2.16.1 E-procurement portal will not allow submission of any Bid after the prescribed date and time at Clause 2.15.1.

## **2.17 Modification/ substitution/ withdrawal of Bids**

2.17.1 The Bidder may modify, substitute or withdraw its Bid after submission prior to the Bid Due Date. No Bid can be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.

## **2.18 Bid Security**

2.18.1 The Bidder shall furnish as part of its Bid, a bid security of INR 2.50 Lakhs only (Rupees Two Lakh Fifty Thousand only), in the form of a bank guarantee issued by a Nationalized or a Scheduled Bank in India, in favour of the Authority in the format at Annexure 1: Form 7 (the “**Bid Security**”) and having a validity period not less than 120 (one hundred and twenty) days from the Bid Due Date, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. Any Bid not accompanied by the Bid Security shall be summarily rejected as non-responsive.

2.18.2 Save and except as provided in Clauses above, the Bid Security of unsuccessful Bidders shall be returned, without any interest, as promptly as possible on signing the Agreement with the Selected Bidder or when the Bidding process is canceled by the Authority, and in any case within 120 (one hundred and twenty) days from the Bid Due Date.

2.18.3 The Bid Security shall be forfeited and appropriated by the Authority as compensation and damages payable to the Authority for inter alia, time, cost and effort of the Authority without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise, under the following conditions:

- a) If an Bidder submits a non-responsive Bid;
- b) If an Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;
- c) if the Bidder is found to have a Conflict of Interest as specified in Clause 2.2.1;
- d) If an Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
- e) In the case of Selected Bidder, if it fails within the specified time limit
  - i. to sign and return the duplicate copy of LoA;
  - ii. to furnish the Performance Security within the period prescribed

- thereof in the Agreement;  
 iii. to sign the Agreement;

### **3 EVALUATION PROCESS**

#### **3.1 Contacts during Bid Evaluation**

- 3.1.1 Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award or rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, the Authority and/ or their employees and/or representatives on matters related to the Bids under consideration.

#### **3.2 Clarifications**

- 3.2.1 To facilitate evaluation of bids, the Authority may, at its sole discretion, seek clarifications from any Bidder during the evaluation period. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) shall be in writing. If a Bidder does not provide clarifications sought within the prescribed time, its bid shall be liable to be rejected. In case the bid is not rejected, the Authority may proceed to evaluate the bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

#### **3.3 Opening of Technical Bids**

- 3.3.1 The Authority shall open the Technical Bids received online at the time, date and the place specified in Clause 1.5. The Bidders may choose to attend physically or witness the e-Bid opening procedure online. The Bidders names and the presence or absence of requisite Bid Security and such other details as the Authority at its discretion may consider appropriate, shall be announced at the opening.

#### **3.4 Tests of Responsiveness**

- 3.4.1 As a first step towards evaluation of Bids, the Bidding Committee shall determine whether each Bid is responsive to the requirements of this RFP. Bid shall be considered responsive only if:
- a) Bid is received online as per the format at Annexure-I;
  - b) Bid is accompanied with RFP Fee and Bid Security as specified in RFP;
  - c) it is accompanied by the Power(s) of Attorney; and
  - d) it contains all the information (complete in all respects) as requested in this RFP and/or RFP Documents (in formats same as those specified); and
  - e) it does not contain any conditions or qualifications; and
  - f) it is not non-responsive in terms hereof.
- 3.4.2 The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.
- 3.4.3 The Authority will subsequently examine the Technical Bids to assess the capability and potential of the Bidders to execute the Project. Based on the evaluation, the Bidding Committee shall prepare a list of Technically Qualified Bidders. The Authority's decision regarding this shall be final and binding on the Bidders.

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### **3.5 Opening of Financial Bids**

- 3.5.1 The Technically Qualified Bidders shall be notified and informed of the date and time of opening of Financial Bids.
- 3.5.2 Financial Bid of Technically Qualified Bidders shall be opened in the presence of the representatives of Technically Qualified Bidders, who choose to attend. The Financial Bid shall be read out and recorded.
- 3.5.3 A detailed examination of Financial Bid would be done to ensure that the rate quoted is free from computational errors. The Financial Bid having computational error(s) will be deemed as non-responsive.
- 3.5.4 The Financial Bids would then be ranked in descending order, with the Bidder quoting the Highest Annual Rent shall be ranked First (H1 Bidder) and the Bidder quoting the second highest (H2 Bidder) and so on.
- 3.5.5 All the Technically Qualified and ranked Bidders shall be kept in reserve and may be invited in its discretion for negotiations in case the H1 Bidder withdraws or fails to comply with the requirements specified in the Bidding Document.
- 3.5.6 In the event that two or more Bidders whose Financial Bid are same, (the “**Tie Bidders**”) then the Authority reserves the right either to:
- a) invite fresh Financial Bids from these Bidders; or
  - b) identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend; or
  - c) take any such measure as may be deemed fit in its sole discretion, including annulment of the Bidding Process

### **3.6 Selected Bidders**

- 3.6.1 The Authority retains the right to negotiate with the H1 Bidder. The Authority however, does not bind itself to accept the most preferred bid before or after the negotiations and it reserves the right to accept or reject any Bid, in whole or in part. The negotiations shall include discussions of the Authority's inputs, the Conditions of the Agreement, and finalizing the “Scope of the Project” of the Agreement. These discussions shall not substantially alter the original scope of the project under the terms of the Agreement.
- 3.6.2 The Authority, after negotiation, shall declare the selected bidder (“**Selected Bidder**”) and its bid is most favourable as per the provisions of RFP.

### **3.7 Letter of Award (LoA)**

- 3.7.1 The Selected Bidder shall be notified in writing by the Authority as evidenced by issue of Letter of Award (LoA).
- 3.7.2 The Selected Bidder shall confirm his acceptance of the LoA issued by the Authority within 7 (seven) days as evidenced by signing and sending a copy of the LoA issued. 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 on account of failure of the Selected Bidder to acknowledge the LoA, and the next Bidder may be considered.

- 3.7.3 After the acknowledgement of the LoA as aforesaid by the Selected Bidder, it shall execute the Agreement within the period prescribed in Clause 1.5 or within such further time as the Authority may agree to in its sole discretion. The Selected Bidder shall not be entitled to seek any deviation in the Agreement.
- 3.7.4 The Authority will notify other Bidders that their Bids have not been accepted and their Bid Security will be returned as promptly as possible as set out in various provisions in this RFP documents.
- 3.7.5 The LoA may be awarded even in the case of a single Technically Qualified Bidder, at the discretion of the Authority.

## **4 FRAUD AND CORRUPT PRACTICES**

### **4.1 General**

- 4.1.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority may reject the bid without being liable in any manner whatsoever to the bidder if it determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- 4.1.2 Without prejudice to the rights of the Authority under Clause 4.1.1 hereinabove, if a Bidder is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Bidder shall not be eligible to participate in any Tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.1.3 For the purposes of this Section 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LoA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted of this RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LoA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LoA or the Agreement, who at any time has been

or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

- b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts;
- c) **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

## 5 MISCELLANEOUS

### 5.1 Pre-Bid Meeting

- 5.1.1 A Pre-Bid Meeting of the interested bidders shall be convened at the designated date, time and place as per the schedule mentioned in the RFP Documents.
- 5.1.2 During the course of Pre-Bid Meeting, the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.
- 5.1.3 All queries must be submitted to the Authority before the Pre-bid meeting or the date mentioned in the Schedule of Bidding Process. The queries should necessarily be submitted in the following format (Word/Excel format):

Sl. No.	Reference Clause of RFP Document	Content of the RFP requiring clarification	Clarification Sought
1			
2			
3			

- 5.1.4 Queries submitted post the above-mentioned deadline or which do not adhere to the above-mentioned format may not be responded to.

## **5.2 Confidentiality**

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

## **5.3 Proprietary Data**

- 5.3.1 The RFP Documents and all attached documents, other information supplied by the Authority and are transmitted to the Bidder shall remain or become the property of the Authority. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause shall also apply *mutatis mutandis* to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.

## **5.4 Other Conditions**

- 5.4.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at [Sri Vijaya Puram] shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.
- 5.4.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- a) suspend and/or cancel the Bidding Process and/or amend and/or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
  - b) retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Bidder;
  - c) and/or independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.
- 5.4.3 Any information contained in the bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it under the Bidding Process on the basis of such information.
- 5.4.4 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any bid without assigning any reason.
- 5.4.5 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.



## **ANNEXURES - I to VI**

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ANNEXURE-I  
**Letter comprising the Technical Bid**  
*(On Bidder's letter head)*

Dated:

To

**Managing Director**  
**ANIIDCO Ltd.**  
**Vikas Bhawan**  
**PB No.180, Sri Vijaya Puram: 744101**  
**Andaman & Nicobar Islands, India**

**Sub: RFP for Renovation, Operation, Maintenance, Marketing, Management and Transfer of the Waves Restaurant, Corbyn's Cove, Sri Vijaya Puram**

With reference to your RFP dated 19.11.2024, I/we, having examined the RFP Documents and understood their contents, hereby submit our Bid for the aforesaid Project.

2. All information provided in the RFP and in the Appendices is true and correct.
3. This statement is made for the express purpose of qualifying as a Bidder for **selection of Operator for Renovation, Operation, Maintenance, Marketing, Management and Transfer of the Waves Restaurant, Corbyn's Cove, Sri Vijaya Puram ("Project")**;
4. I/We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders.
7. I/We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
8. I/We declare that:
  - a. We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority; and
  - b. We do not have any Conflict of Interest as defined in the RFP ;
  - c. We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP, in respect of any tender or RFP

- 
- issued by or any agreement entered into with the authority or any other public sector enterprise or any Government Central or State; and
- d. We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
  - e. the undertakings given by us along with the Bid in response to the RFP for the Project are true and correct as on the date of making the Bid and are also true and correct as on the Bid Due Date and We shall continue to abide by them.
9. We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
  10. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us.
  11. We further certify that no investigation by a regulatory authority is pending either against us/ any Member of the Consortium.
  12. We further certify that we are not disqualified in terms of the additional criteria specified by the Department of Disinvestment in their *OM No. 6/4/2001-DD-II dated July 13, 2001*.
  13. We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
  14. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Agreement and the terms and implementation thereof.
  15. In the event of being declared as the Selected Bidder, We agree to enter into a Agreement in accordance with the RFP. We agree not to seek any changes in the aforesaid Agreement and agree to abide by the same.
  16. We have studied the RFP Documents carefully and also surveyed the identified sites, existing traffic, and related infrastructure. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of Agreement.
  17. The Annual Rent has been quoted by us after taking into consideration all the terms and conditions stated in the RFP, our own estimates of costs and traffic and after a careful assessment of the site and all the conditions that may affect the Bid.
  18. We offer a Bid Security of [**INR 2.50 Lakhs**] to the Authority in accordance with the RFP.
  19. We agree and understand that the Bid is subject to the provisions of the RFP Documents. In no case, we shall have any claim or right of whatsoever nature if the Agreement is not awarded to us or our Bid is not opened.
  20. We agree to keep this offer valid for 120 (one hundred and twenty) days from the Bid Due Date specified in the RFP.
  21. We agree and undertake to abide by all the terms and conditions of the RFP.
  22. The Bid is unconditional and unqualified.

In witness thereof, we submit this Bid under and in accordance with the terms of the RFP Document.

**Yours faithfully,**

**(Signature of the Authorised signatory)**

**(Name and designation of the of the Authorised signatory)**

**Name and seal of Bidder**

**Date:**

**Place:**

ANNEXURE-I  
**Particulars of the Bidder**

1.	Name of the Bidder	
2.	Legal status	<ul style="list-style-type: none"> <li>▪ Sole Proprietor</li> <li>▪ Partnership</li> <li>▪ Private Company</li> <li>▪ LLP</li> </ul>
3.	Country of incorporation  Date of incorporation and/ or commencement of business	<p>Please attach:</p> <ul style="list-style-type: none"> <li>▪ <i>Copy of Certificate of Incorporation and Memorandum of Association issued by Registrar of Companies (in case of Company) or Partnership Deed and valid registration certificate with the Registrar of Firms in case of Partnership Firms or any other relevant Certificate to claim legal entity of the Bidder;</i></li> <li>▪ <i>Permanent Account Number (PAN) issued by the Income Tax Department</i></li> <li>▪ <i>GST registration certificate</i></li> </ul>
4.	Registered address/ Corporate headquarters and its branch office(s), if any  <i>In case of non-Indian companies, does the Bidder have business presence in India?</i>	
5.	Brief description of the Bidder	<p>Details of its main lines of business</p> <ul style="list-style-type: none"> <li>▪ <i>Organization Chart showing the structure of the organization, including the names of the Directors/Partners (as applicable);</i></li> <li>▪ <i>Organizational Certificates (if any)</i></li> </ul>
6.	Brief on the Strength of the Bidder	<ul style="list-style-type: none"> <li>▪ <i>Services offered by the Bidder/organization;</i></li> <li>▪ <i>Details, if any, about specialization in the area / field;</i></li> <li>▪ <i>Any other relevant information that the Bidder may like to mention</i></li> </ul>
7.	Particulars of the Authorised Signatory	<p>Name: Designation: Address: Mobile Number: E-Mail Address:</p>
8.	Has the Bidder been barred/ blacklisted by any Government Department/Public	Yes/No

	Sector Undertaking, from participating in any project/Service?	
9.	If the answer to 8 is yes, does the bar subsist as on the Bid Due Date?	Yes/No
10.	Has the Bidder, suffered bankruptcy/insolvency in the last three years?	Yes/No
	<b>Note: If answer to any of the questions at (8) to (10) is yes, the Bidder is not eligible for this Bid.</b>	

I/We hereby certify that the information furnished above is full and correct to the best of our knowledge. I/We understand that in case found any deviation in the above statement at any stage, our company/organisation can be black-listed and will not have any deal in future.

**(Signature of the Authorised signatory)**

**(Name and designation of the of the Authorised signatory)**

**Name and seal of Bidder**

**Date:**

**Place:**

ANNEXURE-I  
**Power of Attorney for signing the Bid**

Know all men by these presents, I/we, ..... (name of Bidder and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr /Ms..... son/daughter/wife and presently residing at ....., who is presently employed with us and holding the position of ..... as our true and lawful attorney (hereinafter referred to as the “**Authorised Representative**”) 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 **for Renovation, Operation, Maintenance, Marketing, Management and Transfer of the Waves Restaurant, Corbyn’s Cove, Sri Vijaya Puram (“Project”)** proposed to be implemented by the [Andaman & Nicobar Islands Integrated Development Corporation Ltd.], (“**Authority**”) including but not limited to signing and submission of Bids and other documents and writings, participating in pre-Bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our Bid and generally dealing with the Authority 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 till the entering into of the Agreement with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative 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 Authorised Representative 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 OF ....., 2024.

For .....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarised

Accepted

.....

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

## Notes:

- *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 executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*



ANNEXURE-I  
**Financial Capacity of Bidder**

(On Statutory Auditor's Letterhead)

I hereby declare that I have scrutinized and audited the financial statement of M/s\_\_\_\_\_.

The Net worth/Operational Profit of the Bidder (name of the Bidder) as on [\_\_\_\_\_] as per Audited statement is as follows:

Year (as mentioned in or equivalent)*	Net worth or Operational Profit (INR Crore)**
March 31, 2022	

\*To be provided from latest available Audited statement

\*\* for the purpose of Net worth calculation it is defined:

Net worth\*: = Equity Capital + Reserve and Surplus - Revaluation Reserve - Accumulated losses - Intangible assets)

Annual Turnover (INR Crore)	2022-23	2021-22	2020-21
Average Annual Turnover (INR Crore)			

- a) The Bidder shall attach copies of the audited financial statements, Income Tax returns and other financial data for the immediately preceding three years for 3 (three) years preceding the Bid Due Date.

(Signature of the Authorised signatory)

(Name and designation of the of the Authorised signatory)

**Name and seal of Bidder**

**Date:**

**Place:**

ANNEXURE-I  
**Experience of Similar Business**

1	Title of the Project	
	Category (Catering/ hotels/ restaurants/ holiday centers and other short-stay accommodations/ cafés/ takeaways/ mobile food stands/ clubs lodging/ event planning and management/ theme parks/ entertainment and recreation)	
	Turnover from activities specified in the last three FY (Year-wise)	
	Entity for which the project is being operated	
	Location	
	Description of the Project	
	Date of commencement of contract	
2	Title of the Project	
	Category (Catering/ hotels/ restaurants/ holiday centers and other short-stay accommodations/ cafés/ takeaways/ mobile food stands/ clubs lodging/ event planning and management/ theme parks/ entertainment and recreation)	
	Turnover from activities specified in the last three FY (Year-wise)	
	Entity for which the project is being operated	
	Location	
	Description of the Project	
	Date of commencement of contract	

- *The Bidder should furnish the details of similar business for the last 5 (five) financial years immediately preceding the Bid Due Date;*
- *Request to provide maximum details pertaining to the project/ Contract undertaken by the Bidder;*

**(Signature of the Authorised signatory)**

**(Name and designation of the of the Authorised signatory)**

**Name and seal of Bidder**

**Date:**

**Place:**

ANNEXURE-I  
**Business Plan**

Please provide a brief write-up on:

- a) Strength of the Organisation/Bidder;
- b) Proposed type of Restaurant;
- c) Conceptual Plan of the Restaurant;
- d) Proposed organization chart for managing the operation of the Waves Restaurant;
- e) Overall Plan and business proposition for operation and management of the Waves Restaurant

## ANNEXURE-I

**Format for Bank Guarantee***{Guarantor letterhead or SWIFT identifier code}*

<b>Guarantor</b>	<i>insert Bank's Name, and Address of Issuing Branch or Office</i>
<b>Beneficiary</b>	
<b>Issuance Date</b>	
<b>BG No</b>	

We have been informed that \_\_\_\_\_ *[name of Firm/Company]* (hereinafter called the "Bidder") has applied for the **RFP No.:** ...../...../2024, [\_\_\_\_\_] **dated:** ..... 2024 with the Beneficiary, for selection of **Renovation, Operation, Maintenance, Marketing, Management and Transfer of the Waves Restaurant, Corbyn's Cove, Sri Vijaya Puram ("Project")**.

Furthermore, we understand that, according to the conditions of the RFP, a Bank Guarantee in the sum of **INR** [\_\_\_\_\_ **Lakh (Rupees** \_\_\_\_\_ **only)** is to be made as Bid Security.

At the request of the Bidder, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of **INR** [\_\_\_\_\_ **Lakh (Rupees** \_\_\_\_\_ **only)** upon receipt by us of the Beneficiary's demand supported by the Beneficiary's written statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Bidder is in breach of their obligation under the RFP because the Bidder has failed to adhere in accordance with the RFP conditions, specifying the equivalent amount against which the Bidder has failed to meet the obligations.

It is a condition for any claim and payment under this guarantee to be made on their account number \_\_\_\_\_ at \_\_\_\_\_ *[name and address of bank]*.

This guarantee shall expire that the selection of Bidder completed on the ..... day of ..... 2024<sup>1</sup>. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

*[signature(s)]*

<sup>1</sup> Insert the expected expiration date. In the event of an extension of the time of the RFP, the Beneficiary would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee

ANNEXURE-II  
**Format for Financial Bid**

*To be submitted on-line as per the BoQ provided in the e-tender portal  
Bidders submitting the Financial Bid in physical form will have their Bid rejected*

**Renovation, Operation, Maintenance, Marketing, Management and Transfer  
of the Waves Restaurant, Corbyn's Cove, Sri Vijaya Puram**

Annual Rent	
INR_____	In figures

Note: The Annual Rent shall be exclusive of GST and all other taxes. The GST and all other taxes if any shall be paid by the selected Bidder/Operator.

**(Signature of the Authorised signatory)**

**(Name and designation of the of the Authorised signatory)**

**Name and seal of Bidder**

**Date:**

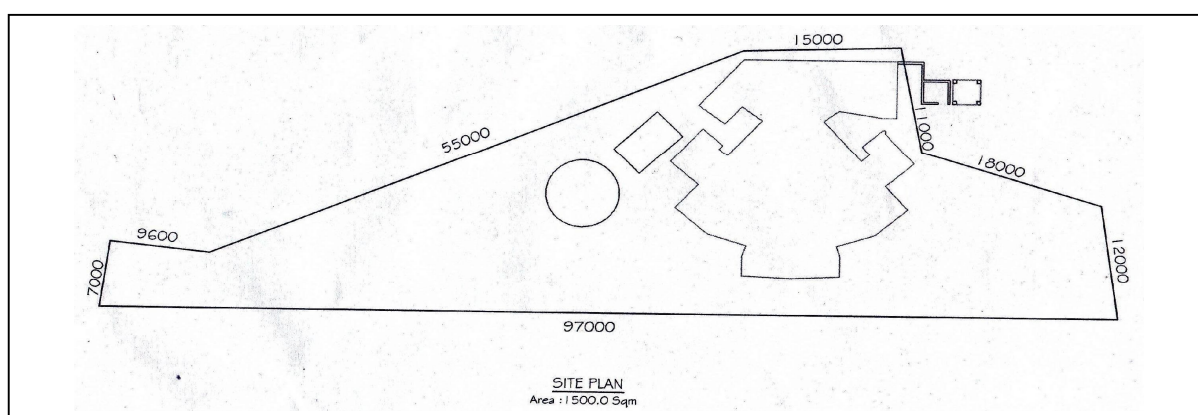
**Place:**

### Site Details

#### Waves Restaurant

The site is easily accessible from Sri Vijaya Puram town - located on the shore of Corbyn offers a great beach view. Other infrastructure i.e. water supply, electricity etc. is easily available nearby. Under the Sri Vijaya Puram Smart City Mission, the A&N is further developing Corbyn Cove Beach for Tourism Amusement Facilities.

The existing building of the Waves Restaurant is a two-storied structure with steel truss supported pitched roof, overlooking the Corbyn's Cove beach. Both the floors have spacious seating areas, kitchen and service areas.



Site Area	@ 1868.75 Sq.mts.
Total Construction Area	@ 606.14 Sq.mts.
Facilities available	Room/ area for Dining, Kitchen, Store, Pantry, Toilet, Water Pump House, Electrical Room etc. (Refer Annexure IV)
Restaurant / Dining Area	@ 291.14 Sq.mts. (in Ground and First Floor)
Open Sitting Area	Ground Level

Site Drawings

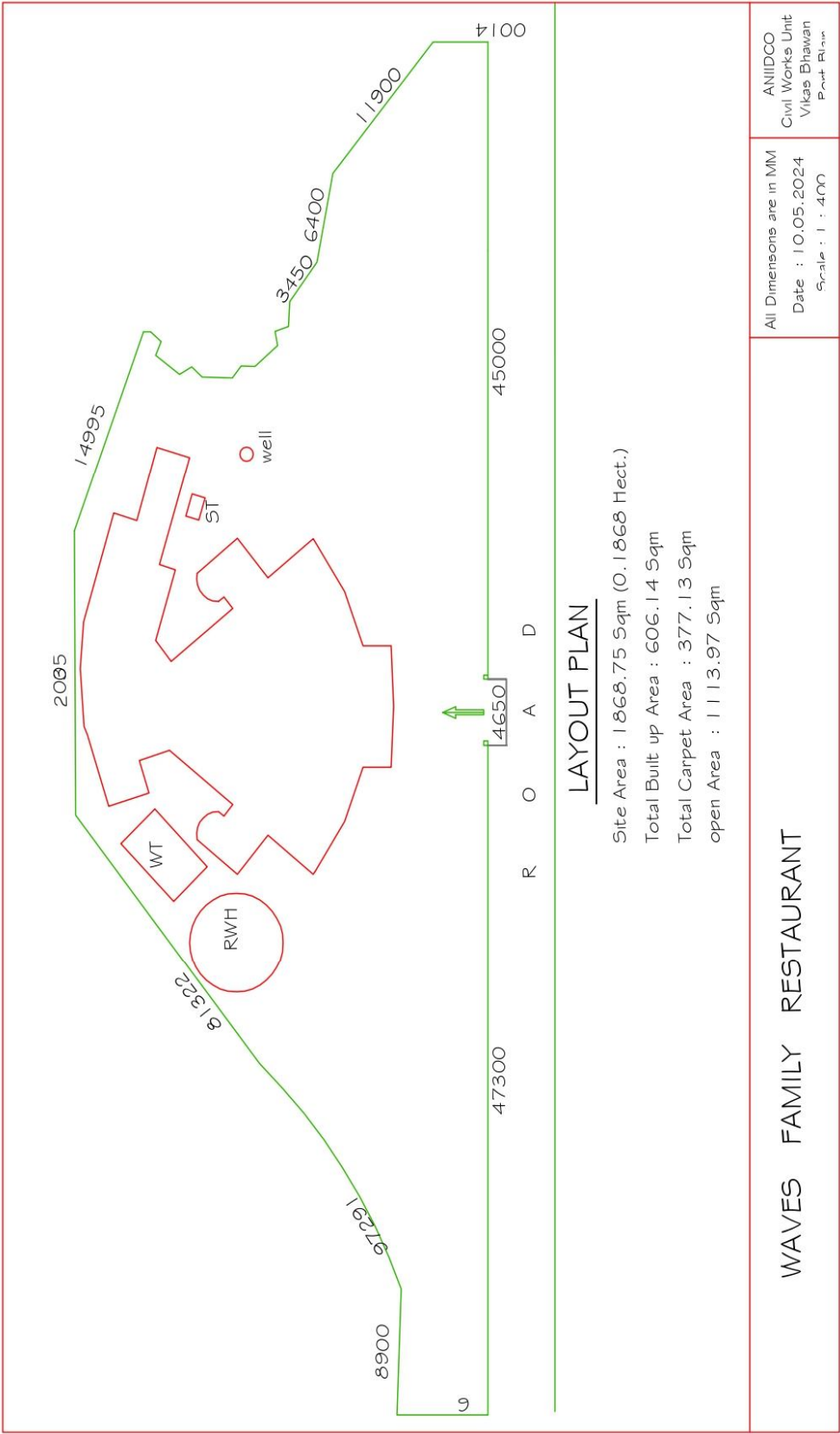


Fig: Layout Plan

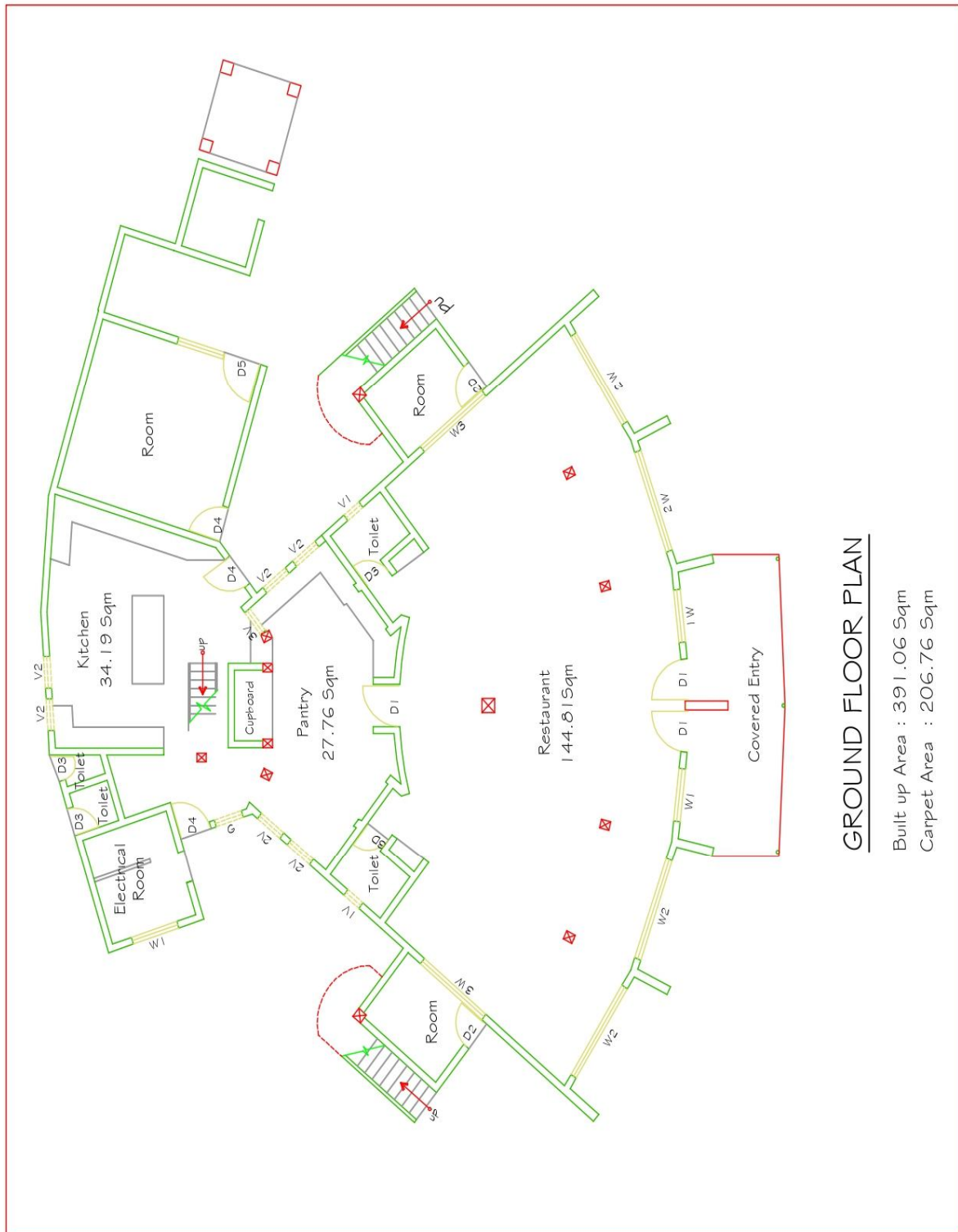
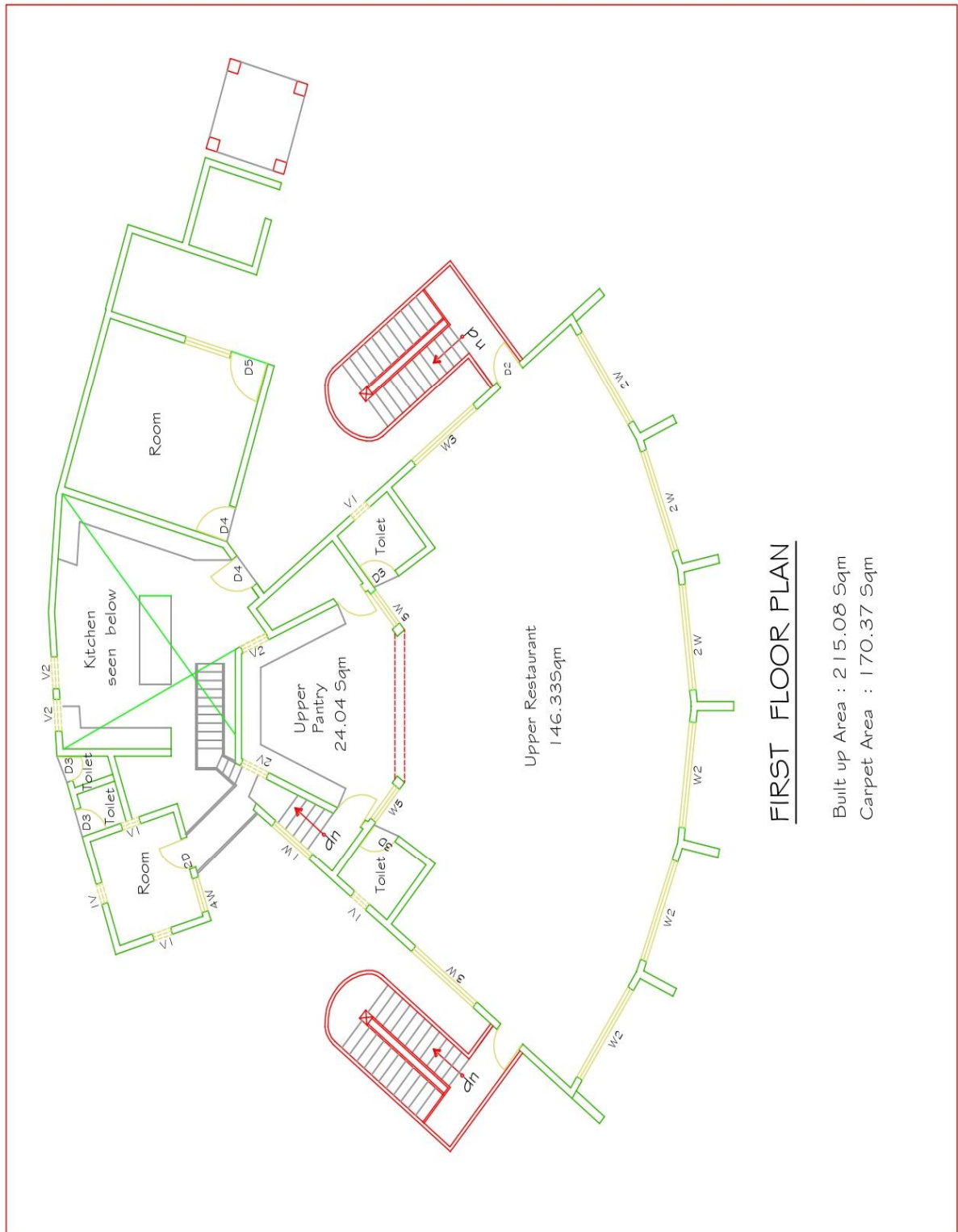
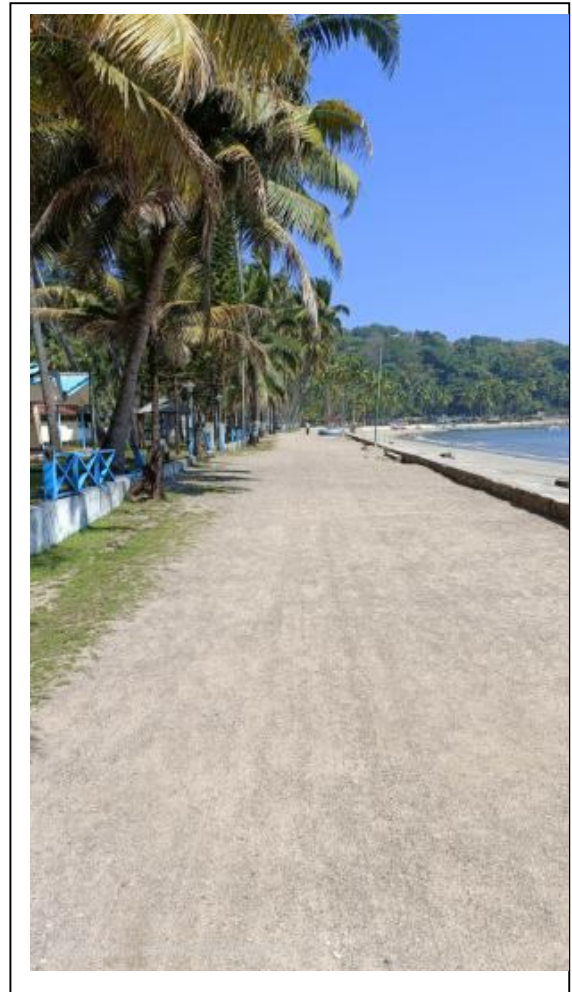


Fig: Ground Floor Layout





Site Photographs











## Form of Rent Agreement

**RENT AGREEMENT**

This Rent Agreement is made at Sri Vijaya Puram on this ..... day of ..... 2024

by and between

Andaman & Nicobar Islands integrated Development Corporation Limited (ANIIDCO), represented by the Managing Director with its principal office at Vikas Bhawan, Sri Vijaya Puram, Andaman & Nicobar Islands, India (hereinafter referred to as the “**Authority**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and permitted assigns) of One Part.

AND

....., a company incorporated under the provisions of the Companies Act, 1956/2013, having its Registered Office at ..... (hereinafter referred to as “**Tenant**” or “**Operator**” represented by the ..... Shri.....which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns), of the OTHER PART,

The Authority and the Operator shall collectively be referred to as “**Parties**” and individually as a “**Party**”.

## WHEREAS:

- A. The Tourism Department of A&N Administration has leased Waves Restaurant (hereinafter referred to as “**Restaurant**”) located at Corbyn’s Cove, Sri Vijaya Puram to ANIIDCO for giving on rent to private operator for operation and maintenance of the Restaurant.
- B. With the objective of providing upgraded facilities to users, promoting tourism and unlocking the commercial value, the Authority intends to rent out the Restaurant on an “as-is-where-is” basis for a period of 15 years (“**Project**”) to a private sector operator.
- C. The Authority had accordingly invited proposals under its [Request for Proposal No. \_\_\_\_\_] dated [\_\_\_\_\_] (the “**Request for Proposal**” or “**RFP**”) for selection of Operator for undertaking the Renovation, Operation, Maintenance, Marketing, Management and Transfer (ROMMMT) of the Restaurant. The Selected Bidder M/s \_\_\_\_\_(mentioned as applicable) was one of the bidders who had submitted its bid for the Project (the “**Bid**”).
- D. Following the evaluation of the bids submitted by the bidders, including that of the Selected Bidder, the Authority had accepted the Bid. Subsequently, the Authority had

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issued the letter of award no. [\_\_\_\_\_] dated [\_\_\_\_\_] (the “**Letter of Award**” or “**LoA**”) to the Selected Bidder, inter alia, requiring it to execution of this Agreement within [30 (thirty)] days of the date of issue thereof.

E. The Selected Bidder has, in compliance with the terms of the LoA and as per the RFP, made the following payments to the Authority:

- a) ‘Annual Rent’ - As amount of INR \_\_\_\_\_/- (Rupees \_\_\_\_\_ only), by means of bank draft / demand draft dated \_\_\_\_\_, bearing number \_\_\_\_\_ on \_\_\_\_\_ (name of bank), in the name of ANIIDCO, payable at Sri Vijaya Puram]; and
- b) An irrevocable, unconditional, bank guarantee, in the name of the Authority, issued \_\_\_\_\_ by \_\_\_\_\_, [name & address of the issuing bank] for an amount equal to INR \_\_\_\_\_/- (Rupees \_\_\_\_\_ only), as a guarantee for the performance of its obligation under this Agreement by the Operator in relation to the Project (herein the ‘Performance Security’).

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the adequacy of which is hereby acknowledged and confirmed, the terms and conditions of this Agreement are set out below.

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## 1 DEFINITIONS AND INTERPRETATIONS

### 1.1 Definitions

1.1.1 In this Agreement, the following terms shall have the meaning hereby assigned to them except where the context otherwise requires.

“Contract” means the rent agreement, these conditions, bid documents and the further documents (if any) which are listed in the rent agreement.

“Tenant” or “Operator” shall mean the person, firm or company who has entered into the agreement for the Renovation, Operation, Maintenance, Marketing, Management and Transfer (ROMMMT) of the Waves Restaurant and shall include their executors, successors and permitted assigns.

“Work” shall mean the works to be executed in accordance with the contract.

“Applicable Permit/Law” means all clearances, permits, authorization, consents and approvals required to be obtained or maintained under applicable laws in connection with the repair, construction, engineering, procurement, additional works, operation, maintenance, marketing and managing the Waves Restaurant during the Contract Period.

“Project Assets” means the land and building of the Waves Restaurant stated at **Annexure A and B** of the Agreement and given on rent by the Authority for the purpose of this Agreement.

“Transfer” means actual delivery of possession of the project assets in accordance with this Agreement by the Operator to the Authority or its nominee on expiry of the Agreement.

“Construction” shall include, unless the context otherwise requires, investigation, design, engineering procurement, delivery, transportation, installation, processing, fabrication, testing, commissioning and other activities incidental to the construction.

“Operation and Maintenance” means all works necessary to keep the Waves Restaurant functioning satisfactorily during the Contract Period.

“Appointed Date” means the date of which:

- a) Signing of the Agreement and handing over of the site without encumbrance;
- b) Taking possession of Waves Restaurant.

“Drawings” means all of the drawings, calculations and documents pertaining to the Project and shall include “as built” drawings of the Project.

“Good Industry Practice” means those practices, methods, techniques, standards, skill, diligence and prudence which are generally and reasonably expected of and accepted internationally by a reasonably skilled and experienced operator engaged in the same type of undertaking as envisaged under this Agreement and would mean good engineering practices in the design, engineering, and production management

and which would be expected to result in the performance of its obligations by the Operator and in the operation and maintenance of the Restaurant in accordance with this Agreement, applicable laws, applicable permits, reliability, safety, environment protection, economy and efficiency.

“Administration” means Government of India or Tourism Department or any Department of A & N Administration of Andaman & Nicobar Islands.

“O & M” means the Operation and Maintenance of the Waves Restaurant during the Contract Period.

“Rs.” or “Rupees” or “INR” means the lawful currency of the Republic of India.

“Scope of Project” shall have the meaning ascribed there to in Clause 2.1 of the bid document.

“Specifications and Standards” means the specifications and standards relating to the quality, capacity and other requirements for the Restaurant and any modifications thereof, or additions thereto as included in the design and engineering for the Restaurant submitted by the Operator to and expressly approved by the Authority.

“Taxes” means any Indian taxes on corporate income, sales tax, excise duties, customs duties and local taxes and any impost of like nature (whether Central, State or local) charged, levied, imposed on the goods, materials, equipment and services incorporated in and forming part of the Project on the construction operation and maintenance thereof and on the Project Assets, and all taxes/duties, sales tax, turnover taxes, VAT, CST, GST, etc. on raw materials and finished goods, etc. but excluding any interest, penalties and other sums in relation thereto imposed to any account whatsoever.

“Termination” means the termination of this Agreement.

“Termination Date” means the date on which this Agreement is terminated by a Termination Notice.

“Termination Notice” means the communication issued in accordance with this Agreement by the party terminating this Agreement to the other.

## **1.2 Interpretations**

### **1.2.1 Agreement unless the context otherwise requires**

- a) Any reference to a statutory provision shall include such provision as it is from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies or is capable of applying to any transactions entered into hereunder.
- b) Reference to Indian law shall include the laws, acts ordinances, orders, rules, regulations, bye laws or other instruments which have the force or law of any State or Union Territory forming part of the Union of India.
- c) The words importing singular shall include plural and vice versa, and words denoting natural persons shall include partnerships, firms, companies,



corporations, joint ventures, trusts, associations, organizations or other entities (whether or not having a separate legal entity).

- d) The headings are for convenience of reference only and shall not be used in and shall not affect the construction or interpretation of this Agreement.
- e) Terms beginning with capital letters and defined in this Agreement shall have the meaning ascribed thereto herein.
- f) The words “include” and “including” are to be construed without limitation.
- g) Any reference to any period of time shall mean a reference to that according to Indian Standard Time.
- h) Any reference to day shall mean a reference to a calendar day.
- i) Any reference to month shall mean a reference to a calendar month of Gregorian calendar.
- j) The RFP and its annexures alongwith replies to the pre bid meeting, corrigendum etc. forms an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement.
- k) Any reference at any time to any agreement, deed, instrument, licence or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended or the time of such reference, provided that this clause shall not operate so as to increase liabilities or obligations of ANIIDCO hereunder or pursuant hereto in any manner whatsoever.
- l) Reference to Recitals, Articles, Clauses, Sub-Clauses, paragraphs, or Schedules in this Agreement shall, except where the context otherwise requires, be deemed to be reference to Recitals, Articles, Clauses, Sub-clauses, paragraphs and schedules of or to this Agreement.
- m) Any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Agreement from or by any party or the Consultant shall be valid and effectual only if it is in writing under the hands of duly authorized representative of such party.
- n) Any reference to any period commencing “from” a specified day or date and “till” or “until” a specified day or date shall include both such days or dates; and
- o) Unless otherwise expressly provided in this Agreement, any Documentation required to be provided or furnished by the Operator to the Authority shall be provided free of cost and in three copies and if the Authority is required to return any such Documentation with their comments and / or approval, they shall be entitled to retain two copies thereof.

### **1.3 Priority of Contract documents and errors/discrepancies**

1.3.1 The several documents forming this Agreement are to be taken as mutually explanatory to one another and, unless otherwise expressly provided elsewhere in this Agreement, the priority of the following documents shall in the event of any conflict between them be in the order they are set out:

- a) Rent Agreement
- b) Bid Document

## 2 GENERAL TERMS OF THE AGREEMENT

### 2.1 Scope of the Project

2.1.1 The scope of the Project shall mean and include, during the Contract Period, the following:

- a) Plan, Design, Renovate, Invest, Operate and Maintain the Project along with its associated infrastructure and other facilities (“**Project Facilities**”) in accordance with the Applicable Laws, Applicable Permits, Good Industry Practice and the terms and conditions of this Agreement;
- b) shall observe, fulfil, comply with and perform all its obligations set out in this Agreement or arising hereunder
- c) Transfer the Project at the end of the Contract Period or upon the premature termination of this Agreement for any reason.

### 2.2 Performance Security

2.2.1 The Operator shall, for the due and faithful performance of its obligations hereunder during the Contract Period, provide to the Authority, 7 (seven) days before the Execution Date, an irrevocable and unconditional bank guarantee from a **Schedule** or Nationalized Bank for a sum equivalent to Annual Rent (the “**Performance Security**”). Until such time the Performance Security is provided by the Operator pursuant hereto and the same comes into effect, the Bid Security shall remain in force and effect, and upon such provision of the Performance Security pursuant hereto, the Authority shall release the Bid Security to the Selected Bidder. In the event, the Selected Bidder fails to provide the requisite Performance Security as specified above, the Authority may cancel the LoA.

2.2.2 Performance Security shall remain valid for a period of six (6) months beyond the Contract Period.

### 2.3 Award of the Contract

2.3.1 Subject to and in accordance with the terms and conditions set forth in this Agreement, the Authority hereby grants to the Operator and the Operator hereby accepts the Contract for a period of 15 (Fifteen) years from the Execution Date (“**Contract Period**”) including the exclusive right, authority and authorisation during the subsistence of this Agreement, including extension thereof, to plan, operate, market, maintain and manage the Project Facilities and enjoy its commercial benefits for the Contract Period.

2.3.2 At the end of the Contract Period, the Project shall be transferred to the Authority as per the terms and conditions specified in the Agreement.

2.3.3 It is hereby made clear that in the event of Termination, the Contract Period shall mean and be limited to the period commencing from the Execution Date and ending with the Termination.

2.3.4 Subject to and in accordance with the terms and conditions set forth in this Agreement, the Contract hereby granted shall entitle the Operator, the exclusive right and authority to enjoy and undertake the following, in accordance with the provisions of this Agreement, the Applicable Laws and the Applicable Permits:

- a) To operate, maintain and regulate the use by Third Parties of the Project Facility;
- b) To have access to the Project Facilities for the purpose of and to the extent conferred by the provisions of this Agreement;
- c) To have access and liberty to plan, renovate, upgrade, market, maintain and operate the Project Facility with the associated facilities and services during the Contract Period in accordance with the provisions of this Agreement;
- d) Exclusive right and authority, during the Contract Period, to carry out the specified activities in relation to the Project Facilities;
- e) To determine, demand, levy, collect, enforce, retain and appropriate revenue such as User Fee and additional charges from users of the Project Facility each year starting from the Execution Date. The User Fee with respect to the services provided in Project Facilities shall be determined at the sole discretion of the Operator;
- f) To manage and operate all or any part of the Project Assets without any limitations or restrictions other than those expressly set out in this Agreement;
- g) To fulfil its obligations under this Agreement, undertake activities either by itself or through sub-contracting arrangements and to appoint contractors, sub-contractors, agents, advisors and consultants without in any way relieving the Operator of its obligations as set out in this Agreement; and
- h) To exercise such other rights as the Authority may determine as being necessary or desirable for the purposes incidental and necessary for upgrading, managing, operating, marketing and maintaining the Project

2.3.5 The Rent Agreement shall be registered at Sri Vijaya Puram. All the costs and charges associated with the registration of the Agreement shall be borne by the Operator.

## **2.4 Sole Purpose**

2.4.1 The sole purpose of the Operator in exercising the rights and observing and performing its obligations and liabilities under this Agreement, shall not, except with the previous written consent of the Authority, be or become directly or indirectly engaged, concerned or interested in any business other than as envisaged herein.

2.4.2 The Operator shall not be entitled to allow the use of the Project Facilities by any other person or for any purpose other than to operate and maintain the Project Facility only for Restaurant.

## **2.5 Commercial Operation Date (COD)**

2.5.1 The Operator shall commence the renovation works related to the Project within 30 (thirty) days from the date of signing the Agreement (“**Execution Date**”). The maximum time for commencement of operation of the Project shall be [180] days from the date of handing over the Project Site by the Authority (“**Commercial Operation Date**”).

2.5.2 The Restaurant and other facilities should be made operational only after requisite approvals, clearances and licenses are obtained as per Applicable Guidelines & Regulations and subsequent amendments thereof.

- 2.5.3 The failure to achieve the COD, unless the delay is on account of reasons solely attributable to the Authority or due to Force Majeure, will lead to a weekly penalty at the rate of Rs 30,000 up to a maximum of INR 6,00,000, after which the Authority shall be entitled to terminate this Agreement. In case of termination, the Performance Security will be forfeited. The decision of the Authority in this regard is final.

## **2.6 Obligations of the Authority**

- 2.6.1 The Authority hereby undertakes to handover to the physical possession of the site as defined in Annexure III free from encumbrance together with the necessary right of way for the purpose of implementing the Project (“**Project Site**”) but subject to the rights of the Authority and the land-owning agency.
- 2.6.2 The Authority will carry out frequent site inspections and random inspections with regards to the implementation and operation as per Applicable Guidelines.

## **2.7 Obligations of the Operator**

- 2.7.1 Subject to and on the terms and conditions of this Agreement, the Operator shall, at its own cost and expense, observe, fulfil, comply with and perform all its obligations set out in this Agreement or arising hereunder, including the following obligations:
- a) Finalize a Business Plan for successful commencement, operation and maintenance of the Restaurant and Project facilities;
  - b) Undertake renovation works and related interior and infrastructure works for the Project;
  - c) not make any changes in the structure, facade of the Project Facility while undertaking renovation and upgradation Works. The Operator shall have the option to make changes within four walls of the existing structures, while maintaining the aesthetics of Premises, after taking prior permission for any renovation and upgradation Works from the Authority. Any construction or development made by the Operator on the Project Facility shall be deemed to be the property of the Department and the Operator shall hand over the same to ANIIDCO without any compensation at the time of expiry or termination of Contract whichever is earlier;
  - d) procure at its cost and expense, all Applicable Permits from Government Instrumentalities having jurisdiction over the Project site area;
  - e) comply with all Applicable Laws and Applicable Permits (including renewals as required) in the performance of its obligations under this Agreement;
  - f) procure, as required, the appropriate proprietary rights, licenses, agreements and permissions for materials, methods, processes and systems used or incorporated into development and operations of the Project;
  - g) not to damage any other infrastructure or any other utility developed by the Authority or any other utilities developed and maintained by any other authority or person and in case of any such damage to undertake the repair and also to pay for any losses that is incurred by the Authority or any authority or any other person, as the case may be;
  - h) always act in a manner consistent with the provisions of this Agreement and not omit or cause or fail to do any act, deed or thing, whether intentionally or

otherwise, which may in any manner be violative of any of the provisions of this Agreement;

- i) ensure that Users are treated with due courtesy and provided with ready access to Project Facility;
- j) support, cooperate with and facilitate the Authority in accordance with the provisions of this Agreement;
- k) ensure Fire Safety measures;
- d) Deploy trained manpower for operation of Waves Restaurant;
- l) ensure that the Staff engaged by it in the performance of its obligations under this Agreement are at all times properly trained and possess the requisite skill and qualifications as per Good Industry Practice for undertaking their respective functions;
- m) solely and exclusively responsible for all employees, personnel and staff employed for the purposes of the Project.

*Provided however the Authority shall not be liable for payment of any sum or give compensation for any claim (including but not limited to compensation on account of death/ injury/ termination) of such nature to such foregoing personnel and staff of the Operator at any point of time during the Agreement Period or thereafter; the Operator undertakes to keep the Authority indemnified in this regard for any claim for payment raised by such foregoing persons or any third party*

- n) Undertake marketing of Waves Restaurant - use of Authority name and logo will not be permitted, unless specifically approved by the Authority based on a request from the Operator;
- o) Ensure that no ambush marketing of any sort takes place in the Project Facility;
- p) Shall not assign or sub-let or create any charge on the Project or Contract;
- q) not to create any rights or third party rights on the Project Site and also to ensure that Andaman & Nicobar Administration/ANIIDCO are not adversely affected in any way;
- r) procure at its own costs, expenses and risk all services necessary for the upgradation and operations of the Project;
- s) bear the cost/ expenditure to be incurred on the commercial operation of the Project Facility including utility charges, taxes and cesses, etc. during the entire Agreement Period;
- t) ensure that all the furniture, fixtures, equipment etc, to be made part of the Project Facilities shall be of highest standards and acceptable to the Authority;
- u) shall have the right to locate electronic hoardings and advertisement boards, as per the applicable laws after prior approval from competent authority, in the Project Facility and generate maximum revenue from it;
- v) provide a security and watch and ward service at the Project Site to maintain the safety and security of the life and property and make provision and arrangement for first aid and prompt medical attention in cases of accidents and emergencies;
- w) be responsible for all liabilities arising out of operation, maintenance & management of the Project. The Operator shall plan, organise and execute the Works so that there is least disruption to the movement on adjoining roads and minimal inconvenience to the neighbouring facilities;
- x) shall make timely payment to the Authority as per provisions of this Agreement;
- y) ensure that no goods are stored that are not permitted by law including those of hazardous, explosive, flammable or combustible in nature that may cause risk

by fire, explosion or goods/ material which on account of their weight or nature may cause damage to the premises. The Operator shall be liable or responsible for destruction or damage to the premises;

- z) hand over the Project Facilities on the date of termination of Contract to the Authority, in accordance with the provisions thereof

2.7.2 The Operator shall take or cause to be taken all steps necessary under Applicable Laws to protect the Authority against claims by other parties with respect thereto in accordance with the terms and provisions of this Agreement.

## **2.8 Utilities**

2.8.1 The existing water and electrical supply available at the Restaurant can be used by the Operator against payment on actual basis. Any additional requirements of utilities will be met by the Operator.

## **2.9 Waste Disposal**

2.9.1 The Operator shall not discharge any waste in sea and comply with the standards laid down by the Pollution Control Board and/or by the competent authorities.

## **2.10 Obligations relating to Environmental Measures**

2.10.1 The Operator shall take all reasonable steps to protect the environment (both on and off the Project Facility) and to limit damage and nuisance to people and property.

2.10.2 The Operator shall be liable for and shall indemnify, protect, defend and hold harmless the Authority, the Authority's officers, employees and agents from and against any and all demands, claims, suits and causes of action and any and all liability, costs, expenses, settlements and judgements arising out of the failure of the Operator to discharge its obligations under this Clause and to comply with the provisions of health, safety and environmental laws as applicable

## **2.11 Insurance**

2.11.1 The Operator shall effect and maintain at its own cost, during the Contract Period, such insurances for such maximum sums as may be required under this Agreement and the Applicable Laws, and such insurances as may be necessary or prudent in accordance with Good Industry Practice. The Operator shall also effect and maintain such insurances as may be necessary for mitigating the risks that may devolve on the Authority as a consequence of any act or omission of the Operator during the Contract Period.

## **2.12 Security**

2.12.1 The Operator shall comply with all safety regulations applicable, access arrangements and operations on the Facility. The Operator shall be responsible in the operation of machinery and any other work, to take all precautions to ensure safety of the staff, labourers and public.

2.12.2 The Operator acknowledges and agrees that unless otherwise specified in this Agreement it shall, at its own cost and expense, provide or cause to be provided security within the Project Site for the prevention of terrorism, hijacking, sabotage and/or similar acts or occurrences.

## 2.13 Annual Rent

- 2.13.1 The Operator agrees voluntarily and unequivocally to make all payments as may be due before the due date, without waiting for any formal advice / invoice from the Authority.
- 2.13.2 Subject to and in accordance with the provisions of this Agreement, the Operator shall pay to the Authority an Annual Rent of INR \_\_\_\_\_ (Rupees \_\_\_\_\_). The Annual Rent shall be increased by 10% (ten percent) once in every 3 (three) years over the previous year's Rent on compound basis.
- 2.13.3 The Annual Rent shall be payable from the Execution Date till the end of the Contract Period. The Annual Rent shall be payable every year in advance on or before 30 (thirty) days prior to the start of every Financial Year. However, the First Annual Rent will be paid before 7 (seven) days prior to the Execution Date.
- 2.13.4 The Operator shall pay the Annual Rent to the Authority notwithstanding the fact that, the Project facilities is not completed or the Operator does not start the commercial operation of the Project. In other words, the Operator shall not be entitled to seek any reduction of Annual Rent, claim, damages, compensation or any other consideration from the Authority on account of any reason.
- 2.13.5 All statutory taxes, statutory dues, local levies, as applicable shall be charged extra and will have to be remitted along with the Annual Rent for onward remittance to the Government/Authority.
- 2.13.6 If the Operator fails to make the Annual Rent payments to the Authority, within the stipulated period, a penalty @ 18% per Annum on the outstanding amounts would be payable with effective from the 1<sup>st</sup> of the due Month. The Authority further reserves the right to forfeit the Performance Security and shall be entitled to terminate the Agreement.

## 2.14 Force Majeure

- 2.14.1 The Operator shall not be liable for forfeiture of his Performance Security, liquidated damages or termination for default, if and to the extent that, the delay in performance or other failure to perform his obligations under the Agreement is caused due to circumstances beyond his reasonable control and is the result of an event of Force Majeure.

*For purposes of this clause, "Force Majeure" means an event beyond the control of the Operator and not involving the Operator's fault or negligence and not foreseeable. Such events may be inclusive, but are not limited to, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the Operator shall as soon as practicably possible, notify the Authority in writing of such conditions and the cause thereof. Unless otherwise directed by the Authority, the Operator shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.*

- 2.14.2 Save and except as expressly provided in the Clause 2.14.1, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands, and proceedings relating to or arising out of

occurrence or existing of any Force majeure Event or exercise of any right pursuant hereto.

2.14.3 Effect of Force Majeure Event: Upon the occurrence of any Force Majeure Event, the following shall apply:

- a. Where a Force Majeure Event occurs after COD, the Operator shall continue to make all reasonable efforts to operate the Project, but in case, the Operator is unable to operate the Project during the subsistence of such Force Majeure Event, the corresponding Contract Period shall be extended i.e. equivalent to the period lost due to such Force Majeure Event;
- b. Cost arising out of or concerning Force Majeure Event shall be borne by the Operator

## 2.15 Termination

2.15.1 The Authority may, by not less than 30 (thirty) days' written notice of termination to the Operator, such notice to be given after the occurrence of any of the events ("**Events of Default**") specified in this clause, terminate this Agreement if:

- a) The Operator has failed to deliver the required services as per the Scope of Project defined in this RFP;
- b) The Operator fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension, within 15 days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
- c) The Operator has failed to demonstrate or sustain any representation or warranty made by it in the Agreement, with respect to any of the terms of its Bid, the RFP and the Agreement;
- d) The Operator becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- e) The Operator fails to comply with any final decision reached as a result of arbitration proceedings;
- f) The Operator submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Operator knows to be false;
- g) Any document, information, data or statement submitted by the Selected Bidders in its Bids, based on which the Selected Bidders was considered eligible or successful, is found to be false, incorrect or misleading;
- h) As the result of Force Majeure, the Operator is unable to perform a material portion of the Project for a period of more than 60 days; or
- i) The Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

2.15.2 The Operator reserves the right to terminate the Agreement at any time with 30 (thirty) days' notice to the Authority.

2.15.3 Upon occurrence of an event of default as set out in Clause above, either party will deliver a default notice in writing to the other party which shall specify the event of default, and give the other party an opportunity to correct the default.



- 2.15.4 Upon expiry of notice period unless the party receiving the default notice remedied the default, the party giving the default notice may terminate the Agreement.
- 2.15.5 During the notice period, both parties shall, save as otherwise provided therein, continue to perform their respective obligations under this Agreement and shall not, whether by act of omission or commission impede or otherwise interfere with party's endeavour to remedy the default which gave rise to the commencement of such notice period.
- 2.15.6 The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Agreement that are expressly or by implication intended to come into or continue in force on or after such termination.
- 2.15.7 Nothing herein shall restrict the right of the Authority to invoke and encash the Performance Security and pursue such other rights and/or remedies that may be available to the Authority under Applicable Law.
- 2.15.8 Upon termination of this Agreement by notice of, the Operator shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Project to a close in a prompt and orderly manner.

## **2.16 Handing over of the Site**

- 2.16.1 In case of Termination/ end of Contract Period, the Operator shall hand over to the Authority or its authorized representative peaceful vacant possession of the Project Site. The Operator shall remove all the plant, equipment, etc. from the Premises within 30 days of issue of termination/surrender/ contract completion. No penalty would be charged for this period of 30 days. However, if the Operator fails to vacate the premises within the above period, penalty of Rs 5000 per day shall be chargeable for occupation beyond the 30 days period. If, the Bidder fails to vacate the premises within the grace period, and after lapse of this 30 days grace period, the Authority shall take over the Project and Project Facilities treating at NIL value, even if it is under lock & key; and the Authority shall be free to dispose-off the Project Facilities in whatsoever manner as it deems fit. The Operator shall have no claim for compensation or consideration/damages after completion of grace period on this account. If, the Operator fails to pay the penalty, applicable in case of non-vacation of Premises, the same shall be adjusted from the Performance Security available with the Authority. No grace period shall be provided to Operator, if the Operator terminates the Contract within the 1 (one) year of Execution Date.
- 2.16.2 In the case of termination of Rent Agreement, the Operator shall not be entitled for any compensation. If the Operator does not transfer the Project Assets on completion of Contract Period or on termination of Rent Agreement, as per Clause 2.16.1, the Operator will be liable to pay damages and penalty as indicated in the said Clause. This does not mean that the Operator can occupy the premises by paying penalty charges and the Operator shall be evicted by invoking the provisions of Public Premises Act.
- 2.16.3 The termination of this Agreement shall not release either party from its obligation to pay any sums then owing to the other party nor from the obligation to perform or discharge any liability that had been incurred prior thereto.

2.16.4 On completion of the Contract Period or termination of Rent Agreement, the Operator shall settle all the claims and liabilities of all the parties/authorities including the employees/staff employed by them. The Authority shall not guarantee any employment to any of the employees/staff who are employed by the Operator for the Project and the Operator will be solely responsible for redeploying or suitably compensating them upon completion of Contract Period or termination of the Rent Agreement.

## **2.17 Prohibition of Conflicting Activities**

2.17.1 The Bidder shall not engage, and shall cause their personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

## **2.18 Dispute Resolution**

2.18.1 In the event of any Dispute between the Operator and the Authority, either Party may require such dispute to be referred to the [Managing Director, ANIIDCO] and the [Managing Director/Owner] of Operator for amicable settlement, and upon such reference, the said persons shall meet no later than 15 (fifteen) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 15 (fifteen) day period or the Dispute is not amicably settled within 30 (thirty) days of the meeting or the Dispute is not resolved either Party may refer the Dispute to arbitration in accordance with the provisions of the Clause “Arbitration”.

## **2.19 Arbitration**

2.19.1 In case of any dispute between the Authority and the Operator, all reasonable efforts shall be made for an amicable settlement in the first instance. Unresolved dispute between the Authority and the Operator shall be referred to sole arbitrator to be appointed by the Managing Director, ANIIDCO Ltd., Sri Vijaya Puram. Within thirty (30) days of receipt of notice from the Operator of his intention to refer the dispute to arbitration, the Authority shall finalize a panel of three Arbitrators and intimate the same to the Operator. The Operator shall within fifteen (15) days of receipt of this list, select and confirm his acceptance to the appointment of one from the panel as Arbitrator. If the Operator fails to communicate his selection of name within the stipulated period, the Authority shall, without delay, select one from the panel and appoint him as the sole Arbitrator. If the Authority fails to send such a panel within thirty (30) days as stipulated, the Operator shall send a similar panel to the Authority within fifteen (15) days. The Authority shall then select one from the panel and appoint him as the sole Arbitrator within fifteen days. If the Authority fails to do so, the Operator shall communicate to the Authority the name of one from the panel who shall then be the sole Arbitrator. The appointment of sole Arbitrator so made shall be final and conclusive.

2.19.2 The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings. The venue of the arbitration shall be at ANIIDCO Request for Proposal (RFP) 18 Sri Vijaya Puram only. Fees and other expenses payable to the Arbitrator shall be paid equally by both the parties.

2.19.3 The Arbitrators shall make a reasoned award (the “**Award**”). Any Award made in any arbitration held pursuant to this Clause shall be final and binding on the Parties as from the date it is made, and the Operator and the Authority agree and undertake to carry out such Award without delay.

2.19.4 The Operator and the Authority agree that an Award may be enforced against the Operator and/or the Authority, as the case may be, and their respective assets wherever situated.

2.19.5 The Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

## **2.20 Applicability**

2.20.1 These general conditions shall apply to the extent that they are not superseded by provisions in any other part of the Agreement.

## **2.21 Severance**

2.21.1 In the event any provision of the Agreement is held to be invalid or unenforceable under the applicable law, the remaining provisions of the Agreement shall remain in full force and effect.

## **2.22 Governing Language**

2.22.1 The Governing Language of the Agreement will be English.

## **2.23 Applicable Law**

2.23.1 The Agreement shall be interpreted in accordance with the Indian Laws for the time being in force and will be subject to the exclusive jurisdiction of a competent court of jurisdiction within the city of [Sri Vijaya Puram].

## **2.24 Currency of Payments**

2.24.1 Any payment transaction shall be made in Indian Rupees (INR) only.

## **2.25 Contract Amendment**

2.25.1 No variation in or modification of the terms of the Agreement shall be made except by written amendment signed by both parties to the Agreement.

## **2.26 No Partnership**

2.26.1 This Agreement shall not be interpreted or construed to create an agency, association, joint venture or partnership between the Parties, or to impose any partnership obligation or liability upon either Party and neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

## **2.27 No Claim Certificate**

2.27.1 The Operator shall not be entitled to make any claim, whatsoever against the Authority under or by virtue of or arising out of the Agreement, nor shall the Authority entertain or consider any such claim, if made by the Operator after it shall have signed a “No Claim” certificate in favour of the Authority in such forms as shall be required by the Authority after the services are finally accepted.

**2.28 Indemnity**

2.28.1 The Operator shall indemnify, defend and hold the Authority harmless from and against any losses, costs, expenses, damages of whatsoever nature which may be incurred or suffered by the Authority which arises out of or as a result from any breach of contract, warranty, tort (including negligence) or otherwise of Operator's obligation or agreement contained herein.

**2.29 No Publicity**

2.29.1 The Operator shall not make or permit to be made a public announcement or media release about any aspect of the Agreement unless the Operator obtains Authority's prior consent in writing.

**2.30 No Assignment**

2.30.1 The Operator shall not transfer any interest, right, benefit or obligation under the Agreement without the prior written consent of the Authority.

**2.31 Disclosure**

2.31.1 In the event that any occurrence or circumstance comes to the attention of either Party that renders any of its aforesaid representations or warranties untrue or incorrect, such Party shall immediately notify the other Party of the same. Such notification shall not have the effect of remedying any breach of the representation or warranty that has been found to be untrue or incorrect nor shall it adversely affect or waive any obligation of either Party under this Agreement.

**2.32 Survival**

2.32.1 The provisions of the clauses of the Agreement in relation to documents, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of the Agreement and in relation to confidentiality, the obligations continue to apply unless the Authority notifies the Operator of its release from those obligations.

**2.33 Entire Agreement**

2.33.1 The terms and conditions laid down in the RFP and all annexure thereto as also the Bid and any attachments/annexes thereto shall be read in consonance with and form an integral part of the Agreement. The Agreement supersedes any prior contract, understanding or representation of the Parties on the subject matter.

**2.34 Compliance with Laws**

2.34.1 The Operator shall comply with the laws in force in India in the course of performing the Agreement.

**2.35 Waiver**

2.35.1 Any waiver of any provision of the Agreement is ineffective unless it is in writing and signed by the Party waiving its rights.

- a) A waiver by either Party in respect of a breach of a provision of the Agreement by the other Party is not a waiver in respect of any other breach of that or any other provision.
- b) The failure of either Party to enforce at any time any of the provisions of the Agreement shall not be interpreted as a waiver of such provision.
- c) Modification: Any modification of the Agreement shall be in writing and signed by an authorized representative of each Party.
- d) Application: These General Conditions shall apply to the extent that provisions in other parts of the Agreement do not supersede them.

**2.36 Notices**

- 2.36.1 Unless otherwise stated, notices to be given under this Agreement shall be in writing and shall be given by hand delivery/ recognized international courier, mail, telex or facsimile and delivered or transmitted to the Parties at their respective addresses set forth below:

If to the Authority	If to the Operator
(Name of the Concerned Official) Detailed Address with e-mail id, Mobile No. etc.	(Name of the Concerned Official) Detailed Address with e-mail id, Mobile No. etc.

**2.37 Counterparts**

- 2.37.1 This Agreement may be executed in two counterparts, each of which when executed and delivered shall constitute an original of this Agreement.

IN WITNESS WHEREOF, the ANIIDCO and the Operator have put their respective hands on the original and duplicate thereof the day and year first hereinabove written.

Signed and delivered by the within named

For and on behalf of ANIIDCO  
(Authorized Representative)

Witnesses:

- 1.
- 2.

Signed and delivered by the within named

OPERATOR (.....)  
(Authorized Representative)

Witnesses:

- 1.
- 2.

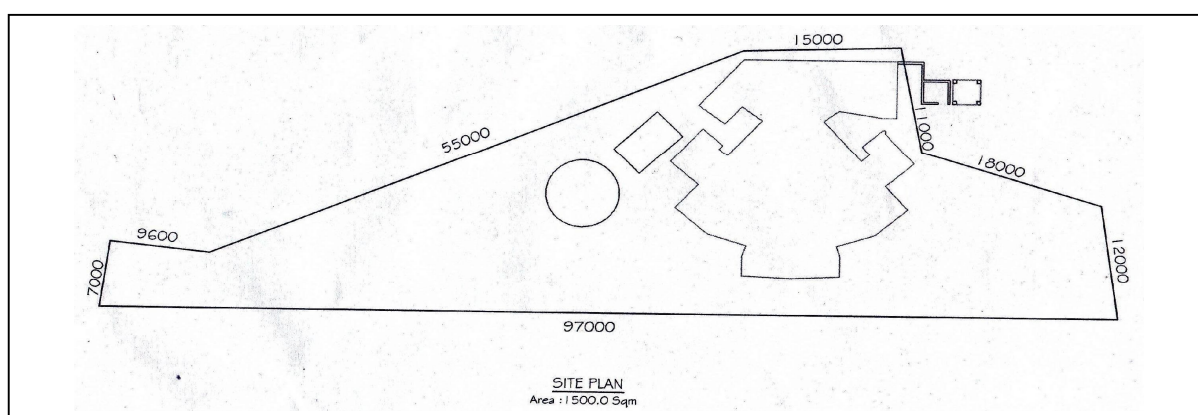
## ANNEXURE – A

## Site Details

## Waves Restaurant

The site is easily accessible from Sri Vijaya Puram town - located on the shore of Corbyn offers a great beach view. Other infrastructure i.e. water supply, electricity etc. is easily available nearby. Under the Sri Vijaya Puram Smart City Mission, the A&N is further developing Corbyn Cove Beach for Tourism Amusement Facilities.

The existing building of the Waves Restaurant is a two-storied structure with steel truss supported pitched roof, overlooking the Corbyn's Cove beach. Both the floors have spacious seating areas, kitchen and service areas.



Site Area	@ 1868.75 Sq.mts.
Total Construction Area	@ 606.14 Sq.mts.
Facilities available	Room/ area for Dining, Kitchen, Store, Pantry, Toilet, Water Pump House, Electrical Room etc. (Refer Annexure IV)
Restaurant / Dining Area	@ 291.14 Sq.mts. (in Ground and First Floor)
Open Sitting Area	Ground Level

Site Drawings

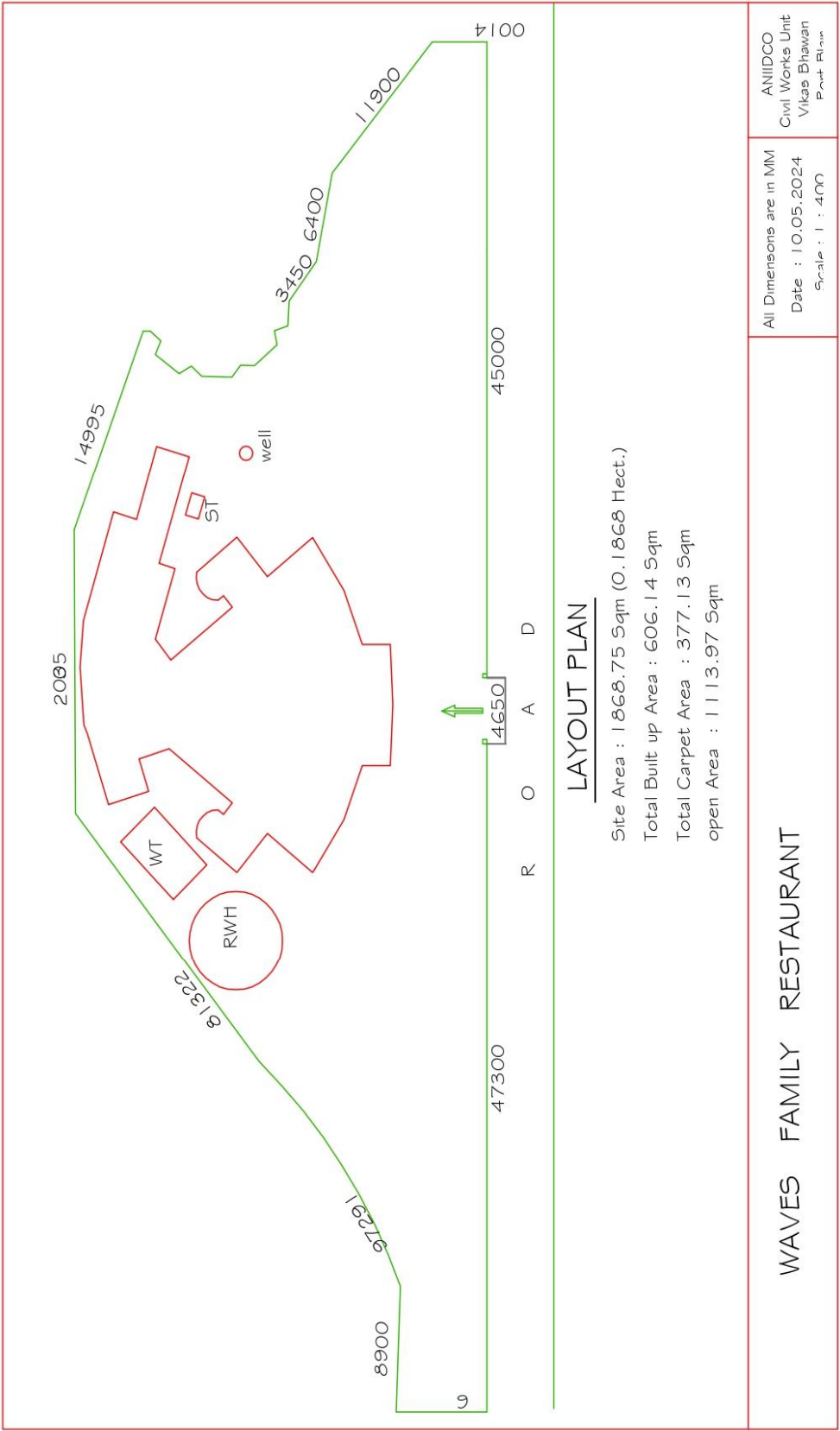


Fig: Layout Plan

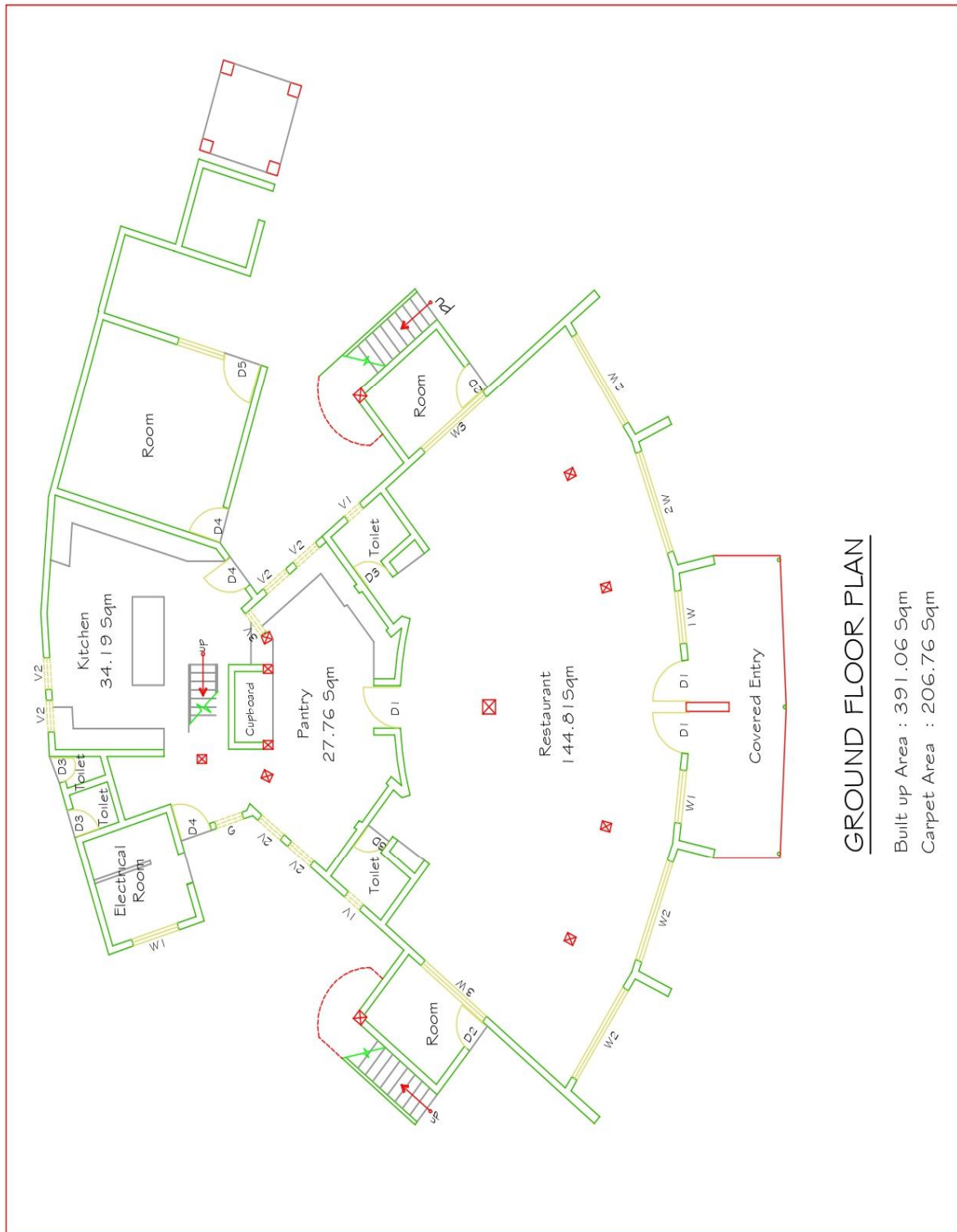
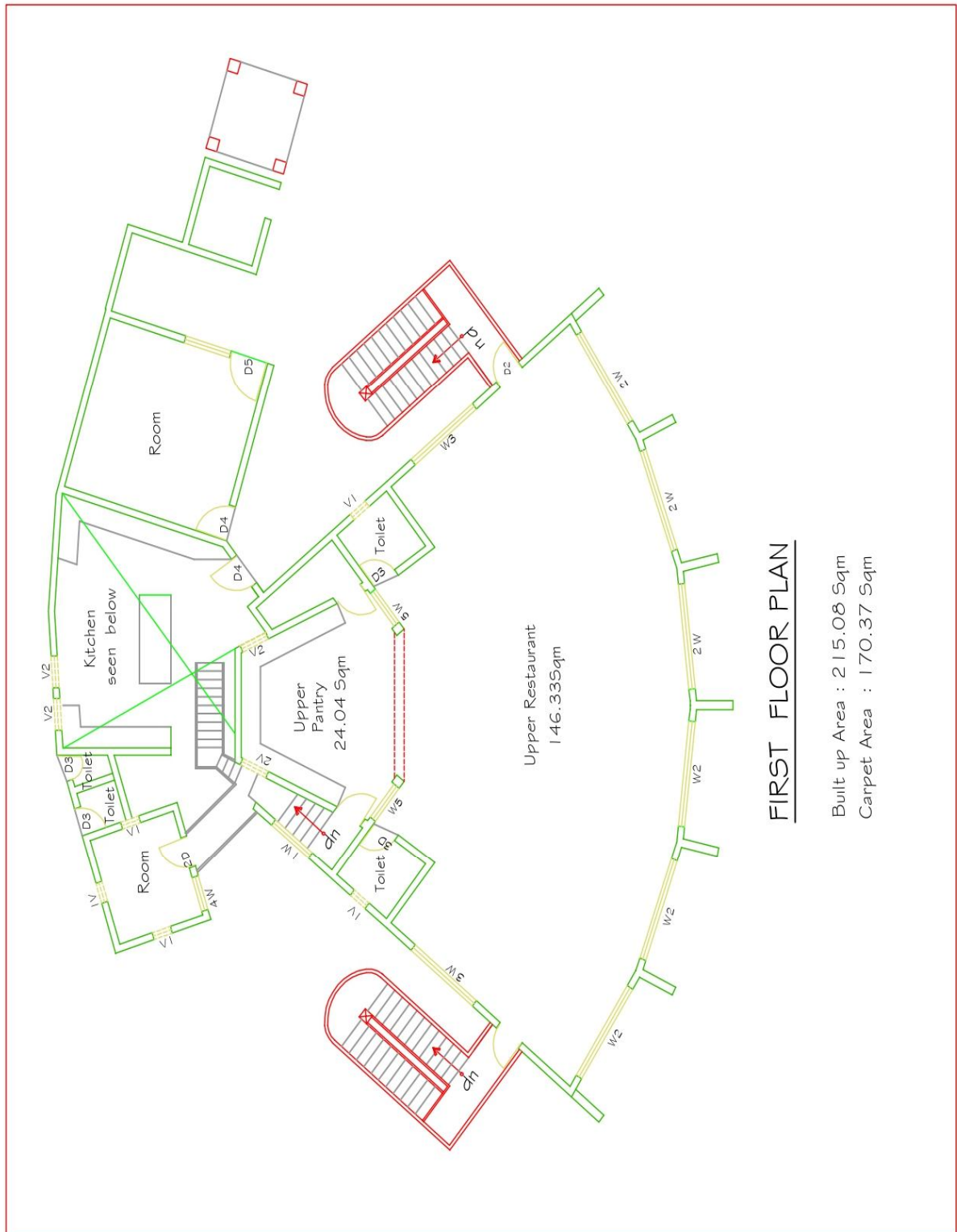


Fig: Ground Floor Layout





# FIRST FLOOR PLAN

Built up Area : 215.08 Sqm  
Carpet Area : 170.37 Sqm

Fig: First Floor Layout