



**RFP for appointment of consultant for
development of land parcels in Radhanagar
Beach & Govindnagar, Swaraj Dweep**

Andaman & Nicobar Islands Integrated Development Corporation Ltd. (ANIIDCO), Port Blair invites RFP for appointment of consultant for development of land parcels in Radhanagar Beach & Govindnagar, Swaraj Dweep. Details of the RFP can be obtained from the website, <https://www.andaman.gov.in> <https://aniidco.and.nic.in> and <https://eprocure.andaman.gov.in>

A pre bid meeting will be held at 04.00 pm on 21.08.2024 in the conference hall, Vikas Bhawan, ANIIDCO, Port Blair and also through video conference and the link will be uploaded on <https://aniidco.and.nic.in> & <https://eprocure.andaman.gov.in> The last date for submission of RFP is 3.00 pm on 23.09.2024 and the technical bids will be opened on the same day at 03.30 pm.

Managing Director, ANIIDCO reserves the right to accept or reject any proposal and to annul the bidding process and reject all the proposals, at any time without any liability to anyone.

Managing Director, ANIIDCO

F. No. 1-1779/ANIIDCO/Projects/2023-24/1340 Dt. 02.08.2024.

Power
2/8/24

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

**APPOINTMENT OF CONSULTANT
FOR
DEVELOPMENT OF LAND PARCELS
IN
RADHANAGAR BEACH & GOVINDNAGAR, SWARAJ DWEEP

REQUEST FOR PROPOSAL**



Andaman & Nicobar Islands Integrated Development Corporation (ANIIDCO)

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SECTION 1: DATA SHEET

Part1: About the Project

Sr. No.	Particulars	Project Specific Information
1.	Reference No.	1-1779/ANIIDCO/Projects/2023-24/1340 dt.02.08.2024
2.	Project Name	Development of land parcels in Radhanagar Beach & Govindnagar, Swaraj Dweep.
3	Name of the Employer:	Andaman and Nicobar Administration through the Project Proponent namely Andaman and Nicobar Islands Integrated Development Corporation Limited (ANIIDCO).
4.	Name of the Assignment:	Development of land parcels in Radhanagar Beach & Govindnagar, Swaraj Dweep.
5.	Date, time and address for submission of bid:	
	Date	23.09.2024
	Time	03.00 pm
	Address	Executive Director (New Tourism projects), ANIIDCO Ltd. Vikas Bhawan, Port Blair – 744101 Website: https://eprocure.andaman.gov.in
6.	A pre-bid meeting will be held on:	04.00 pm on 21.08.2024 through Video Conference
7.	The Employer's representative is:	General Manager (Projects)
	Address:	ANIIDCO Ltd. Vikas Bhawan, Port Blair - 744101
	Telephone:	03192 - 232098
	E-mail:	aniidco@gmail.com
8.	Last date for receiving queries	Upto 3.00 pm on 23.08.2024
9.	The address for requesting clarifications:	General Manager (Projects), ANIIDCO Ltd. Vikas Bhawan, Port Blair - 744101
	Tele-Fax:	03192 - 232098
	E-mail:	aniidco@gmail.com
10.	Period for which proposals shall remain valid:	120 days from date of Financial Bid opening.
11.	About appointment of Sub-Consultants.	Name of Sub Consultant (if proposed) shall also be mentioned along with technical details
12.	Reimbursable Expenses	If any, as deemed by the employer
13.	Consultant to state the cost in	Indian Rupees
14.	Earnest Money Deposit (EMD)	EMD of Rs. 5,00,000 (INR Five lakhs only). EMD of successful bidder shall be returned on furnishing of performance bank guarantee.

Sr. No.	Particulars	Project Specific Information
15.	Bid Processing Fee	Rs 5,000 (INR Five Thousand only) towards Bid Processing Fee in the form of Demand Draft drawn in favour of ANIIDCO Ltd. and payable at Port Blair.
16.	Documents/Financial instruments to be submitted in original	1.EMD as per Clause 12 of Section 2 2.Bid Processing Fees as per Clause13 of Section 2
17.	Evaluation checklist for Technical Proposals	Evaluation checklist a) EMD and Bid processing Fee b) All pages signed by authorized representative. c) Power of attorney for authorized representative. d) In case of JV/consortium whether MoU/agreement submitted. e) Whether all forms submitted. f) Does the technical proposal contain any financial information.

Part 2: The formats of the Technical Proposal to be submitted

Sr. No	Particulars	Project Specific Information
1.	Form Tech 1: Letter of Proposal submission	To be submitted in the attached format.
2.	Form Tech 2: Consultant's organization & experience	Maximum of 20 pages introducing the firm and associate firms with background and general experience of the firm.
3.	Form Tech 3: Comment / suggestions on ToR and on counterpart staff/facility to be provided by employer.	If any
4.	Form Tech 4: Approach & methodology	Maximum of 50 pages including charts and diagrams
5.	Form Tech 5: Team composition	With specification of area of expertise and the number of years of experience.
6.	Form Tech 6: Curriculum vitae	For all the proposed team members, CV to be attached as per Form Tech 6
7.	Form Tech 7: Staffing Schedule	Including proposed man hours to be utilized from various team members.
8.	Form Tech 8: Work Schedule	The schedule should contain the details of activities under each stage, the identified milestones and deliverables incorporated in the projects timeline.
9.	Form Tech 9: Comments / modifications suggested on draft contract.	If any
10.	Form Tech 10: Information regarding any conflicting activities and declaration thereof.	Self-declaration
11.	Form Tech 11:	Financial Capacity of Applicant
12.	Form Tech 12:	Applicant's Experience for Completed Projects

Sr. No	Particulars	Project Specific Information
13.	Form Tech 13:	Format for Power of Attorney for lead member of consortium
14.	Form Tech 14:	Format for Memorandum of Understanding (MoU)
15.	Form Tech 15:	Form of bank guarantee for earnest money
16.	Form Tech 16:	Form of bank guarantee for performance security/guarantee
17.	Form Tech 17:	Format/undertaking by Bidder for not being barred by any Govt. agency.
18.	Form Tech 18:	Format/undertaking that the Bidder should have, during the last three years, neither failed to perform on any agreement.

SECTION 2: INSTRUCTIONS TO BIDDERS

1. Definitions

- 1.1 "Employer" means the Andaman & Nicobar Administration through Andaman & Nicobar Islands Integrated Development Corporation (ANIIDCO) Ltd. which has invited the bids for consultancy services, and with which the selected Consultant signs the Contract for the Services and to which the selected consultant shall provide services as per the terms and conditions and ToR of the contract.
- 1.2 "Consultant" means any entity or person or association of persons who submit their proposals that may provide the Services to the Employer under the Contract.
- 1.3 "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is the General Conditions (GC), the project Specific Conditions (SC), and the Appendices.
- 1.4 "Project specific information" means such part of the Instructions to Consultants used to reflect specific project and assignment conditions.
- 1.5 "Day" means calendar day.
- 1.6 "Government" means the UT of Andaman and Nicobar Islands Administration.
- 1.7 "Instructions to Consultants" (Section 1 of the RFP) means the document which provides Consultants with all information needed to prepare their proposals.
- 1.8 "Personnel" means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside the Government's country; "Domestic Personnel" means such professionals and support staff who at the time of being so provided had their domicile in India.
- 1.9 "Proposal" means the Technical Proposal and the Financial Proposal.
- 1.10 "RFP" means the Request for Proposal prepared by the Employer for the selection of Consultants, based on the RFP.
- 1.11 "SRFP" means the Standard Request for Proposals, which must be used by the Employer as a guide for the preparation of the RFP.
- 1.12 "Assignment / job" means the work to be performed by the Consultant pursuant to the Contract.
- 1.13 "Sub-Consultant" means any person or entity with whom the Consultant subcontracts any part of the assignment/job.
- 1.14 "Terms of Reference" (ToR) means the document included in the RFP as Section 3 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the Consultant, and expected results and deliverables of the Assignment/job.

2. Introduction

- 2.1 The name of the assignment/Job has been mentioned in Data Sheet. Detailed scope of the assignment/ job has been described in the Terms of Reference in Section 3.
- 2.2 The date, time and address for submission of the proposals have been given in Data Sheet.

- 2.3 The Consultants are invited to submit their Proposal, for consulting Assignment/job named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 2.4 Consultants should familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first-hand information on the assignment/job and local conditions, consultants are encouraged to meet the employer's representative named in Data Sheet before submitting a proposal and to attend a pre-bid meeting specified in the Data Sheet. Attending the pre-bid meeting is optional. Consultants should contact the employer's representative to arrange for their visit or to obtain additional information on the pre-bid meeting. Consultants should ensure that these representatives are apprised of the visit in adequate time to allow them to make appropriate arrangements.
- 2.5 The Employer will provide at no cost to the consultants the inputs and facilities specified in the Data Sheet, assist the Consultants in obtaining licenses and permits needed to carry out the assignment, and make available relevant project data and reports.
- 2.6 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Employer is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

3. Eligibility of Association of Consultants and Sub-Consultants

- 3.1 A consultant may apply individually or in the form of a consortium. The members of consortium shall enter into a MoU for joint bidding and Power of Attorney on the name of lead partner for the purpose of making the application and submitting the bid. The consultant shall not be entitled to submit another application either individually or as a member of any consortium, as the case may be. In case of joint bidding, maximum members in the consortium are limited to two. The format for Power of Attorney for lead member of consortium and format for Memorandum of Understanding (MoU) between members of the consortium is enclosed as Tech Form 13 and Tech Form 14 respectively.

4. Clarification and Amendment of RFP Documents

- 4.1 Consultants may request a clarification on any clause of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Employer's address indicated in the Data Sheet. The Employer will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Employer deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para 4.2 below.
- 4.2 At any time before the submission of proposals, the Employer may amend the RFP by issuing an addendum to be hosted on the websites <https://www.andaman.gov.in> and <https://aniidco.and.nic.in> to give Consultants reasonable time in which to take an amendment into account in their Proposals the Employer may, if the amendment is substantial, extend the deadline for the submission of Proposals.

5. Conflict of Interest

- 5.1 Employer requires that Consultants provide professional, objective, and impartial advice and at all times hold the Employer's interests paramount, strictly avoid conflicts with other assignment/jobs or their own corporate interests and act without any consideration for future work.
- 5.2 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:
- 5.2.1 **Conflicting activities:** A firm that has been engaged by the Employer to provide goods, works or Assignment/job other than consulting Assignment/job for a project, and any of its affiliates, shall be disqualified from providing consulting Assignment/job related to those goods, works or Assignment/job. Conversely, a firm hired to provide consulting Assignment/job for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or Assignment/job other than consulting Assignment/job resulting from or directly related to the firm's consulting Assignment/job for such preparation or implementation. For the purpose of this paragraph, Assignment/job other than consulting Assignment/job are defined as those leading to a measurable physical output, for example surveys, interviews, etc.
- 5.2.2 **Conflicting Assignment/job:** A Consultant (including its Personnel and Sub- Consultants) or any of its affiliates shall not be hired for any Assignment/job that, by its nature, may be in conflict with another Assignment/job of the Consultant to be executed for the same or for another Employer. For example, a Consultant hired for the preparation of Development of land parcels in Radhanagar Beach & Govindnagar, Swaraj Dweep shall not be engaged to prepare an independent assessment for the same project, and a Consultant assisting the UT of A&N Islands in the privatization of public assets shall not purchase, nor advise purchasers of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an Assignment/job shall not be hired for the Assignment/ job in question.
- 5.2.3 **Conflicting relationships:** A Consultant (including its Personnel and Sub- Consultants) that has a business or family relationship with a member of the Employer's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the Assignment/job, (ii) the selection process for such Assignment/job, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the Contract.
- 5.3 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer, or that may reasonably be perceived as having this effect. Any such disclosure shall

be made as per the Standard forms of technical proposal provided herewith. If the consultant fails to disclose said situations and if the Employer comes to know about any such situation at any time, it may lead to the disqualification of the Consultant during bidding process or the termination of its Contract during execution of assignment.

- 5.4 No agency or current employees of the Employer shall work as Consultants under their own ministries, departments or agencies.

6 Unfair Advantage

- 6.1 If a Consultant could derive a competitive advantage from having provided consulting Assignment/job related to the Assignment/job in question and which is not defined as conflict of interest as per para 5 above, the Employer shall make available to consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

7 Proposal

- 7.1 Consultants may submit only one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to more than one proposal.

8 Proposal Validity

- 8.1 The Data Sheet indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal and also the financial proposal unchanged. The Employer will make its best effort to complete negotiations with in this period. Should the need arise; however, the Employer may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal and their financial proposal remain unchanged, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals; under such circumstance the Employer shall not consider such proposal for further evaluation.

9 Preparation of Proposals

- 9.1 The Proposal as well as all related correspondence exchanged by the Consultants and the Employer shall be written in English language, unless specified otherwise.
- 9.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 9.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:
 - 9.3.1 The Proposal shall be based on the number of Professional staff-months or budget estimated by the Consultants. While making the proposal, the

consultant must ensure that they propose the minimum number and type of experts as sought by the Employer, failing which the proposal shall be considered as non-responsive.

9.3.2 Alternative professional staff shall not be proposed, and only one curriculum vita (CV) may be submitted for each position mentioned.

9.4 Depending on the nature of the Assignment/job, Consultants are required to submit a Technical Proposal (TP) in forms provided in Annexure-A. The Section 4 indicates the formats of the Technical Proposal to be submitted. Submission of the wrong or deficient Technical Proposal will result in the Proposal being deemed non-responsive. The Technical Proposal shall provide the information indicated in the following paras from using the attached Standard Forms (Annexure-A). Form Tech – I is a sample letter of technical proposal which is to be submitted along with the technical proposal.

9.4.1 A brief description of the consultant's organization and in the case of a consortium/ joint venture, of each partner, will be provided in Form Tech-2. In the same Form, the consultant and in the case of a consortium/joint venture, each partner will provide details of experience of assignments which are similar to the proposed assignment/job as per the terms of reference. For each Assignment/job, the outline should indicate the names of Sub- Consultants/Professional staff who participated, duration of the Assignment/job, contract amount, and Consultant's involvement. Information should be provided only for those Assignment/jobs for which the Consultant was legally contracted by the Employer as a corporation or as one of the major firms within a joint venture. Assignment/jobs completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience along with the proposal and must submit letter of award/ copy of contract for all the assignments mentioned in the proposal.

9.4.2 Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the Assignment/job; and on requirements for counterpart staff and facilities including: administrative support, office space, Domestic transportation, equipment, data, etc. to be provided by the Employer (Form TECH-3).

9.4.3 A description of the approach, methodology and work plan for performing the Assignment/job covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4. The work plan should be consistent with the Work Schedule (Form TECH-8) which will show in the form of a bar chart the timing proposed for each activity.

9.4.4 The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member and their tasks is to be provided in Form TECH-5.

9.4.5 Estimates of the staff input needed to carry out the Assignment/job needs to be given in Form TECH-7. The staff-months input should be indicated separately for each location where the Consultants have to work and / or provide their key staff.

- 9.4.6 CVs of the Professional staff as mentioned in para 9.4 above signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6).
- 9.4.7 A detailed description of the proposed methodology for staffing needs to be given in Form Tech 4 and Form Tech 7.
- 9.5 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.
- 9.6 **Financial Proposals:** The Financial Proposal shall be prepared using the attached Standard Forms (Annexure-B). It shall list all costs associated with the Assignment, including (a) remuneration for staff and (b) reimbursable expenses indicated in Form Fin 3 and Fin 4. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign (if applicable) and domestic expenditures. The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

10 Taxes

- 10.1 The Consultant shall fully familiarize themselves about the applicability of Domestic taxes (such as: Goods and Service Tax (GST), Income Tax, duties, fees, levies) on amounts payable by the Employer under the Contract. All such taxes must be included by the consultant in the financial proposal.

11 Currency

- 11.1 Consultants shall express the price of their Assignment in India Rupees. For the purpose of evaluation Rs. 70/- (Rupees Seventy) per US Dollar shall be considered as applicable currency for the projects completed outside India.

12 Earnest Money Deposit (EMD) and Bid processing Fees

12.1 Earnest Money Deposit

- 12.1.1 An EMD of Rs 5,00,000/- (Five Lakhs), in the form of DD/ bank guarantee drawn in favour of the ANIIDCO Ltd. and payable at Port Blair must be submitted along with the Proposal. EMD in original to be submitted directly or it can be deposited online in the following Bank Details:

Sl. No	Particulars	Bank details
1.	Name of the Bank	State Bank of India
2.	Account no.	10605077144
3.	IFSC	SBIN0000156
4.	Branch	Mohanpura, Port Blair
5.	Beneficiary Name	ANIIDCO Ltd.

The firms registered as MSME/Startups as recognized by DIPP are exempted from submission of Bid Security. However, in lieu of Bid Security, the firms needs to submit the self "Bid Security Declaration" certificate accepting that if they withdraw or modify their bids during period of validity etc., appropriate deemed fit action may be imposed. Further MSME/Startups registration certificate with self declaration shall be uploaded alongwith the technical bid in place of EMD. Exemption from submission of bid security will be allowed if the lead partner is registered as MSME/Startups as recognized by DIPP, in case of consortium.

- 12.1.2 Proposals not accompanied by EMD shall be rejected as non-responsive.
- 12.1.3 No interest shall be payable by the Employer for the sum deposited as earnest money deposit.
- 12.1.4 The EMD of the unsuccessful bidders would be returned back within one month of signing of the contract.
- 12.2 **The EMD shall be forfeited by the Employer in the following events:**
 - 12.2.1 If Proposal is withdrawn during the validity period or any extension agreed by the consultant thereof.
 - 12.2.2 If the Proposal is varied or modified in a manner not acceptable to the Employer after opening of Proposal during the validity period or any extension thereof.
 - 12.2.3 If the consultant tries to influence the evaluation process.
 - 12.2.4 If the First ranked consultant withdraws his proposal.

13 Bid Processing Fees

- 13.1 All consultants are required to pay Rs 5000/- towards Bid Processing Fees in the form of demand Draft drawn in favor of ANIIDCO Ltd and payable at Port Blair. The Bid Processing Fee is Non-Refundable. Bid processing fee in original to be submitted directly or it can be deposited online in the bank details given at clause 12.1.1.

Please note that the Proposal, which does not include the bid processing fees, would be rejected as non-responsive.

14 Submission, Receipt, and Opening of Proposal

- 14.1 The proposal should be filled online at <https://eprocure.andaman.gov.in>. The tender is based on two bid system i.e. separate Technical and Financial bid. Submission letters for both Technical and Financial Proposals should respectively be in the format of Annexure A: Standard Forms (Technical), and of Annexure B: Standard Forms (Financial) respectively. Only original EMD and Bid Processing Fee as specified in the Data Sheet is to be submitted in the office of Executive Director (New Tourism Projects), ANIIDCO Ltd., Vikas Bhawan, Port Blair, before 03.00 pm on 23.09.2024, however, the scanned copy of the EMD and Bid Processing Fees shall be uploaded along with the Technical Bid.
- 14.2 An authorized representative of the Consultants shall initial all pages of the original Technical Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign.
- 14.3 The Proposals submitted online as per Annexure – A and Annexure – B no later than the time and the date indicated in the Data sheet, or any extension to this date in accordance with para 4.2 above. Any proposal received by the Employer after the deadline for submission shall be rejected.

15 Proposal Evaluation

- 15.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Employer on any matter related to its Technical and/or Financial Proposal. Any effort by consultants to influence the Employer in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.
- 15.2 The Committee constituted by the employer comprising of requisite representatives from the different Departments of the UT Administration/ sectoral experts nominated by Government of India, which will carry out the entire evaluation process.

- 15.3 **Evaluation of Technical Proposals:** The Committee while evaluating the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the competent authority accepts the recommendation.
- 15.4 The Committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria, sub-criteria specified in the Data sheet. In the first stage of evaluation, a Proposal shall be rejected if it is found deficient as per the requirement indicated in the Data sheet for responsiveness of the proposal. Only responsive proposals shall be further taken up for evaluation. Employer retains the right to ask any clarifications/information from the consultant during the evaluation process without change in the substance of the proposal. Evaluation of the technical proposal will start first and at this stage the financial bid (proposal) will remain unopened. The qualification of the consultant and the evaluation criteria for the technical proposal shall be as defined in the Section 4.
- 15.5 **Public opening & evaluation of the Financial Proposals:** Financial proposals of only those firms who are technically qualified shall be opened publicly on the date & time specified in the Datasheet, in the presence of the Consultants' representatives who choose to attend. The name of the Consultants, their technical score (if required) and their financial proposal shall be read aloud.
- 15.6 The Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures, the former will prevail. In addition to the above corrections the items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, (i) if the Time- Based form of contract has been included in the RFP, the Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost, (ii) if the Lump-Sum form of contract has been included in the RFP, no corrections are applied to the Financial Proposal in this respect.
- 15.7 After opening of financial proposals, Evaluation Criteria mentioned at Clause 4.2 of Section 4 shall be applied to determine the consultant who will be declared winner and be eligible for award of the contract. The methods of selections are described in Clause 4.2 of Section 4. This selected consultant will then be invited for negotiations, if considered necessary.

16 Award of Contract

- 16.1 After completing negotiations, the Employer shall issue a Letter of Intent to the selected Consultant and promptly notify all other Consultants who have submitted proposals about the decision taken.
- 16.2 The consultants will sign the contract after fulfilling all the formalities/pre-conditions mentioned in the standard form of contract in Annexure C, within 15 days of issuance of the letter of intent.

- 16.3 The Consultant is expected to commence the Assignment/job on the date and at the location specified in the Data Sheet.

17 Confidentiality

- 17.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Employer's antifraud and corruption policy.

SECTION 3: TERMS OF REFERENCE

3.1 Background

Swaraj Dweep, earlier known as Havelock Island, is one of the largest islands in Ritchie's Archipelago, to the east of Great Andaman within the Andaman Islands. It is a part of South Andaman administrative district, of the Indian union territory of Andaman and Nicobar Islands.

Swaraj Dweep is a picturesque natural paradise with beautiful white sandy beaches, rich coral reefs and lush green forest. It is one of the populated islands in the Andaman group with an area of 113 sq. km. and is located 39 km of north-east of Port Blair.

This island, with beautiful sandy beaches fringed with green canopy of the rain-fed forests beckons everyone to enjoy the frolic and fun at the azure sea.

Havelock Island was previously named after a British general, Sir Henry Havelock, who served in India. In December 2018, it was renamed, by Prime Minister Narendra Modi, as Swaraj Dweep as a tribute to Subhas Chandra Bose. Bose had hoisted the Indian flag at Port Blair on 30 December 1943 and proclaimed the Andaman and Nicobar Islands as liberated from British rule. He had subsequently named Neil Island as Shaheed Dweep and Ross Island was renamed as Netaji Subhas Chandra Bose Dweep as well.

Radhanagar Beach on the western coast, also known as Number 7 Beach, is one of the most popular beaches on Swaraj and was named "Best Beach in Asia" by Time in 2004. Radhanagar beach also bagged the prestigious blue flag certification in 2020. A Blue Flag beach is an eco-tourism model endeavoring to provide the tourists or beachgoers clean and hygienic bathing water, facilities, safe and healthy environment. Other notable beaches include Elephant Beach on the northwest coast and Vijay Nagar Beach (No. 5), Beach No. 3 and Beach No. 1 on the east coast. Kalapathar is another famous beach.

A & N Administration/ANIIDCO has identified 18.47 hectares land in Radhanagar, Swaraj Dweep and 4040 sq. mtrs land in Govindnagar, Swaraj Dweep for development.

Authority hereby invites Consultants/Project Development Advisors to assist the Authority in identification of tourism projects, prepare a master plan and provide technical and financial advice, modeling and structuring for implementation of tourism projects in Swaraj Dweep and an indicative list of elements for development of the land parcels are given below:

Sl. No.	Land Particulars	Proposed Projects
1.	18.47 hectares in Radhanagar, Swaraj Dweep	a) 5-star Boutique Resort. b) Recreation zones for visitors. c) Organized market place. d) Eateries. e) A holistic high-end luxury

		tourism experience space – smart tourism destination.
2.	4040 sq. mtrs land in Govindnagar, Swaraj Dweep	a) Entertainment zone. b) Market place. c) Food joints. d) Performance space. e) Unique Recreational Activities. f) Touristic recreational facilities.

However, the consultant may propose an entirely different scheme/plan in consonance with the overall vision of the development of the land/surrounding ecology.

3.2 Vision for development

The vision is to develop tourism attraction on the Island while conserving and maintaining the ecology of the site.

The key objectives of this consultancy include:

A. Development of ~18 ha. land parcel at Radhanagar, Swaraj Dweep

Planning the space for high-end luxury destination which may include luxury resort and other eco-tourism and sustainable tourism projects on PPP/EPC so as to maximize:

- (i) Revenue for the Government,
- (ii) Preservation of the environment,
- (iii) Maximising employment opportunities &
- (iv) Establishing itself as a unique destination on the tourism map.

B. Development of land parcel at Govindnagar, Swaraj Dweep

Planning the space for retention of the tourists at Swaraj Dweep by creating touristic recreational facilities after sun-set, considering the lack of such facilities in Swaraj Dweep on PPP/EPC so as to maximize:

- (i) Revenue for the Government &
- (ii) Add to touristic experience at Swaraj Dweep leading to longer stay on the Island.

3.3 Scope of Services

The scope of work for this project as described below is broadly divided into three stages:

Stage I: Data collection, identification of and consultation with various stakeholders, assessment of development potential, environment sensitivities and listing of potential projects;

Stage II: Preparation of Detailed Development Plans, while preserving and further enriching the natural ecosystem on a sustainable basis. The Development Plans would include the details of all identified development projects.

Stage III: Formulating Implementation Strategy for development including detail financial feasibility, business plans and project structuring of identified projects. The consultant will prepare the estimate of these elements and RFP for appointing the concessionaire/ specialized agencies for development of the projects on PPP model or otherwise.

3.3.1 STAGE – I:

Data collection, identification of and consultation with various stakeholders, assessment of development potential, environment sensitivities and listing of potential projects;

3.3.1.1 Data Collection and analysis:

A comprehensive study and survey of the land and broad study of the island needs to be conducted by the Consultant indicating the existing features and facilities. The study will also include collection of information related to artefacts, facts, documents historical anecdotes related to Radhanagar Beach and Swaraj Dweep from various source.

3.3.1.2 Preliminary assessment of Development Potential

The following actions would need to be undertaken by the consultant: -

- To undertake study to find out potential impediments to the development in view of existing laws and Supreme Court Judgements, if any.
- Assessment of Development potential may, inter alia, include tourism, infrastructure development, accessibility and connectivity, water resources, environmental assessment and disaster vulnerability.
- Undertake site visits so as to assess site conditions and suitability, surrounding area development- like public amenities, commercial facilities, access roads and connectivity, etc.
- Study the relevant environmental laws (EC/CRZ/FC), other local laws including town planning regulation and suggest applicable clearances to be obtained.
- Assess the market potential for development of projects on the site.
- Propose an optimum development mix over the Project site.
- Stakeholder consultation with developers to understand issues if any, with respect to development of the Project – potential hotel & restaurant operators, retailers, consumer segments and their expectations, etc.

3.3.1.3 Base Mapping

Consultant shall prepare the base map of the site in CAD and GIS with all layers super-imposed considering the following:

- The High-Resolution of 0.5/0.6 M of Geo-eye/Quick Bird or latest Satellite Imagery will be procured by the consultant from National Remote Sensing Centre (NRSC) as per the availability of the data. The cost for the procurement of the satellite imagery shall be borne by the Consultant.
- Conducting a Topography Survey including natural features like trees, ponds, lakes, existing structures, site features, roads, walkways, etc. of the

entire land using Total Station.

- Other necessary technical studies like soil testing, hydrology survey, etc. needed for the project should be considered at this stage.
- Geo-referencing of Satellite image with revenue maps and verification of the same with the topographic survey data. Digitalization of geo-referenced revenue village maps whichever required.
- Preparation of updated base map by superimposition of combined maps over satellite imagery.
- The Final Base Map shall highlight the existing building and structure in the vicinity and within the site (if any), existing road network within and in the vicinity of the site, existing physical features such as water bodies, streams, hills/hillocks, rocky areas, trees, forests etc., administrative boundaries of the site, CRZ boundaries, built up features etc.

3.3.1.4 Eco sensitivity analysis

Comprehensive Ecological sensitivity analysis of the land's ecosystem both terrestrial and marine may be carried out by the Consultant with reference to identified projects. The findings may be used for EIA. The report should include recommendations for environment management measures required.

3.3.1.5 Land suitability Assessment

The Consultant shall prepare a GIS based map at appropriate scale, detail all features of island for its suitability for different development projects leading to preparation of the developmental plan of the island. The consultant shall conduct various studies including topography, geology, hydrology, landscape, soil analysis, etc.

3.3.1.6 Infrastructure Gap Assessment

The Consultant shall make a futuristic Assessment of physical infrastructure gap which, inter alia, would include water supply, sanitation, SWM, power supply, telecommunication, health, security and Disaster Management.

3.3.1.7 Carrying Capacity

The consultant shall carry out a comprehensive futuristic carrying capacity assessment and provide frameworks for review/monitoring based on environment quality, tourist behavior pattern, technological advancement etc.

3.3.1.8 Market and Technical Assessment for Tourism development:

The consultant would undertake the market and technical assessment for development of tourism with multiple attractions. He would also recommend suitable activities/projects and indicate likely investment potential for integrating it within tourist circuit of Swaraj Dweep and surrounding area.

3.3.1.9 Stakeholder consultations:

The consultant at this stage is required to conduct interactions/ discussions with all relevant departments/ stakeholders. The discussions/ interactions should be aimed at validating all the preliminary analysis done based on the information/ data collected. The consultant, shall also submit a Stakeholder Consultation Report. This report shall spell out clearly, but not be limited to the following:

- a) Schedule of Consultations
- b) List of Participants
- c) Methodologies and formats for discussions
- d) Discussion outcomes

3.3.1.10 Draft Site Development Potential report:

The consultant would indicate potential and development options for the land spelling out clearly the issues and gaps in infrastructure, tourism and allied activities etc. with appropriate mitigation measures.

The consultant would also conduct value engineering session with stakeholders and a constructability review session constituting a viability of constructing the design (Cost effectiveness), incorporation of sustainability (material sourcing, recycling, water usage, storage etc), environmental, health and safety practices. The consultant shall further undertake assessment of the institutional framework, statutory clearances/approvals, regulatory roadblocks, legal encumbrances etc. that govern development proposals envisaged, and will suggest suitable action points on the same.

3.3.1.11 Presentation before the Competent Authority/ any other forum:

Once the report is finalized by Competent Authority, consultant may be required to make a presentation before the Competent Authority or any other platform, defining the rationale for development potential of the site and other related matters. The changes as suggested by such authority may be required to be incorporated in the report and submitted for final approval.

3.3.2 STAGE – II:

Preparation of Detailed Master plan, while preserving and further enriching the natural ecosystem on a sustainable basis. The Master plan would include the details of all identified development projects.

3.3.2.1 Draft Master plan

The draft Master plan will incorporate indicative list of development projects based on detailed site studies in consonance with the overall vision of the development of the land/surrounding ecology and tourism circuit.

- Zoning and road network.
- Physical infrastructure proposals for water supply, sewerage,

drainage, power (including renewable), solid waste management, recycle and re-use of water, rain water harvesting etc. based on techno- economic parameters infrastructure proposals including health, disaster management, security etc. Based on techno-economic parameters

- Block cost estimates for all development proposals, as per the methodology of Administration
- Tourism circuit & Marketing strategy
- Value addition to existing policies, regulations, plans, etc.
- Legal/regulatory changes
- Sectoral management plans
- Plan for installation of street furniture, signages, waste collection bins, street lights, paving material and design, tree plantation and landscaping, ticket counter, holding area, souvenir shops etc.,
- Capacity Building Plan
- Action plan for implementation
- Institutional Framework
- Preliminary 3D sketches for design theme and character of the development
- Land and building area statement with ground coverage, FSI, building mass and bulk metrics on a GIS platform.

Overall master plan at a scale of 1:2500 including general delineation of proposed uses of land, buildings, vehicular and pedestrian circulation, open space relationships, and development character and detailed design drawings should be at a scale of 1:500/1:200.

The draft master plan should list out the clearances required for the identified projects.

All required information/data would be provided by the Consultant for obtaining Environmental Clearance (EC), Forest Clearance (FC), Coastal Regulation Zone (CRZ) clearance and other clearances required for the identified development projects. The draft master plan should list out the clearances required for the identified projects and also information/data required to be prepared for obtaining clearances.

3.3.2.2 Detailed Architectural/Landscape/Urban Design Guidelines

For each identifying character area, design guidelines is to be prepared for site planning/public space and streets. The consultant shall lay out design concept(s) and development codes to guide development proposals affecting the built fabric of the land, considering aspects like;

- Preferable use of eco-friendly, locally available building materials
- Architectural/Landscape/Urban Design guidelines should be prepared to ensure the distinctive identity of the land.

- It should be based on vernacular traditions (as applicable), climate sensitive and sustainable construction technologies that are appropriate for Radhanagar Beach.
- Designing and Proposals for public spaces, street furniture and signage

3.3.2.3 Broad Cost estimates

The Consultant shall prepare broad cost estimates for the identified projects included in the Master plan including costs for earthworks, civil works, roads & services/ utilities, cost of treatment plants, common infrastructure etc. as per the methodology adopted by Administration.

3.3.2.4 Final Master plan

Draft Master plan will be presented to the UT Administration/ Central Government. Suggestions received would be suitably incorporated and the Final Master plan would be prepared by the consultant for submission to Competent Authority.

3.3.3 Stage III:

Formulating Implementation Strategy for development including detail financial feasibility and project structuring of identified projects

3.3.3.1 Financial Feasibility

The Consultant would evolve an optimal structure for the finalized projects and assess the financial feasibility of development on a mix of public funding (EPC) or Public-Private Partnership (PPP) model, or otherwise.

- Consultant shall evolve project structuring model (EPC/PPP) for implementation through private sector funding/public private partnership for enhancing the overall viability of the project. The Consultant should provide clear recommendations after extensive stakeholder consultations with UT Government/ Client/ Private developers etc with various options in terms of developing and implementing infrastructure components on PPP route. The consultant shall suggest the project structuring options by also keeping in mind all the relevant policies and guidelines of Government of India and/or any other agency issued from time to time.
- The consultant would undertake overall financial feasibility of the projects. The consultant would bring out various assumptions for revenue, cost and others, including basis thereof, which are used by it in the financial model. The analysis shall include all the elements of the project.
- The Consultant shall also undertake sensitivity analysis by identifying the most critical factors and determine their impact on the IRR, including varying project costs and benefits, implementation period, and combinations of these factors.

- **Risk analysis:** The consultant shall conduct a risk analysis of the development to determine, assess, allocate and manage/mitigate risks (such as, but not limited to project, commercial, financial, political, economic, and legal risks) during all project stages;
- **Milestones:** The Consultant shall identify milestones from starting to the end of project and shall prepare suggested time-table to achieve the identified milestones.

3.3.3.2 Regulatory Framework

The Consultant shall review and assess appropriate institutional, legal and regulatory framework for development of the Project through different options including the public private partnership mode. The Consultant shall also list out the incentives (if required) to be provided by the concerned authorities to make the projects attractive for the users and investors.

3.3.3.3 Approvals and Clearances

The Consultant shall identify and outline the process for procuring various approvals for all projects identified under the Development Plan that would be required from various regulatory agencies including listing out the applicable clearances including CRZ, Forest clearance, etc. The consultant shall provide complete documentation for applicable clearances excluding EIA study.

3.3.3.4 Project Structuring

Based on the regulatory framework and the financial feasibility after incorporating comments and feedback from the Client, suitable project structuring models shall be assessed, and the most suitable model shall be recommended by the consultant keeping in view the quick implementation and the acceptability and marketability to the investors. This may include a project structure and funding models with a basket of public funding, investment through the public- private partnership mode, and purely private investment initiatives etc.

3.3.3.5 Preparation of estimate, DPR and RFP

The consultant shall prepare the estimate of all proposed elements of the project and tender documents, drawings, schedule of quantities, BOQ, special condition of the contract, etc for implementation of the project on EPC/PPP.

Based on the approved Master Plan, the consultant shall prepare the Detailed Project Report (DPR) including detailed design, area allotment, costing for undertaking the development on an EPC model. The consultant shall prepare detailed tender, Good for Construction (GFC) drawing with technical specification for projects to be developed, schedule of material, etc. The consultant shall also prepare detailed architectural drawings, interior designs of the project components & facilities.

Consultant shall prepare the Bid Documentation for selection of the contractor/developers for the proposed projects on EPC/PPP basis and appointment of third party monitoring agencies. The consultant shall assist the authority for pre-bid and all other meetings as and when required, evaluate the tender documents and facilitate the issue of work order to selected contractor and appointment of third party monitoring agencies. The consultant shall also assist the Authority in obtaining PPPAC/SFC approval from Govt. of India as applicable in case of PPP projects.

3.4 Expected Deliverables and Payment Milestones

The Consultant shall deliver the following deliverables (the "Deliverables") during the course of this Consultancy. The Deliverables shall be so drafted that they could be given to the prospective bidders for guidance in preparation of their bids.

The staged deliverables will include:

Stage	Deliverables	Time Frame (Days)	Time frame (months)	Cumulative timeframe (months)	Payment (in%)
Stage 1 Baseline study	Inception Report (including but not limited to details of Approach & Methodology, strategy for data collection and analysis, team deployment plan and work plan to achieve deliverables within envisaged timelines).	30 days from signing of agreement	2.0	2.0	15%
	Draft Site Development Potential Report (as per activities listed under 3.3.1.1 to 3.3.1.9 of the Scope of Work) and presentation before the Competent Authority.	20 days from approval of previous stage			10%
	Final Site Development Potential Report after incorporating feedback from the client on the draft report and as per activities under 3.3.1.10 and 3.3.1.11 of the Scope of Work.	10days from receipt of comments			
Stage – II Plan of Development	Draft Plan of development including infrastructure development (as per activities listed under 3.3.2.1 and 3.3.2.2 of the Scope of Work) and presentation before the	30 days from approval of previous stage	1.33	3.33	15%

	Competent Authority.				
	Final Plan of development including infrastructure development after suitably incorporating suggestions received on the draft report (as per activities listed under <u>3.3.2.4</u> of the Scope of Work.	10 days from receipt of comments			
Stage III Project Structuring and Implementation Strategy	Draft financial feasibility report and project structuring report (as per activities listed under <u>3.3.3.1 to 3.3.3.4</u> of the Scope of Work) and presentation before the Competent Authority.	20 days from approval of previous stage	4.67	8.0	10%
	Final financial feasibility and project structuring report after suitably incorporating suggestions received on the draft report.	10 days from receipt of comments			10%
	DPR/RFP for appointment of contractor on EPC/ developer on PPP and RFP for third party monitoring agencies.	20 days from approval of previous stage			5%
	Pre-bid meetings and submission of the Evaluation Reports, etc.	60 days from floating of RFP			10%
	Issue of LOA and appointment of concessionaire/specialized agencies.	75 days from floating of RFP			
	On signing of the concession agreement.	90 days from floating of RFP			25%

The consultant shall submit two sets of hard copies and a soft copy (editable and PDF versions) within the time periods set forth for all the deliverables.

3.5 Team composition

The Consultant must have a team of experts who can produce best quality and timely deliverables. The minimum team of the consultant must consist of and not limiting to the following personnel:

- (i) Planning Expert (Team Leader)
- (ii) Finance Expert
- (iii) Landscape/Ecology Expert
- (iv) Infrastructure/Civil Expert
- (v) Legal Expert

The ToR for the proposed positions is as follows:

Key Personnel	Educational Qualification	Professional Experience	Experience on Eligible Assignments
Team Leader cum Planning Expert	Master's Degree in Urban Planning / Architecture / Urban Design or equivalent	12 years	He/She should have led the team for atleast 5(five) master planning projects of similar or larger scale in tourism sector.
Finance Expert	MBA/ CA/ CFA or equivalent	8 years	He/She should have worked as Financial Expert in atleast 3 (three) master planning/PPP projects in tourism sector.
Landscape/Ecology	Master's Degree in Landscape Architecture / Ecology or equivalent	8 years	He/She should have worked as Landscape/Ecology Expert for atleast 3 (three) master planning projects in tourism sector.
Infrastructure/Civil Expert	Master's Degree in Civil Engineering or equivalent	8 years	He/She should have worked as Infrastructure Planning and BOQ/cost estimates for atleast 5 (five) infrastructure/tourism projects.
Legal Expert	Master's Degree in Law or equivalent	8 years	He/She should have worked as Legal Expert in atleast 3 (three) master planning/PPP projects in tourism sector.

3.6 Expected Duration of Assignment / Period of Engagement: 12 Months

The task of preparation of Detailed Master plan along with DPRs has to be completed within a stipulated period of 12 Months from the date of award of work. Within **2 Weeks** of award of work, the selected agencies/consultants shall formulate a road map for completing the task specifying each and every activity and its time schedule. This shall be used for monitoring the progress of task and shall be linked with release of towards the preparation of Master plan.

3.7 Tentative commencement date:

The date of commencement of obligation shall be from the date of signing of the contract and furnishing of performance security.

Section 4: Eligibility and Evaluation Criteria

4.1 Pre-qualification criteria

4.1.1 The Bidders must carefully examine the below mentioned pre-qualification criteria. The Bidder has to meet all the criteria set out in this clause to be eligible for evaluation. The Bidder shall fulfill **ALL** the conditions as mentioned in table below:

S. No.	Eligibility Condition	Document and proof to be submitted
1	Financial Capacity: The Consultant have an average annual turnover of at least INR 10 Crore in last three (3) consecutive financial years from the date of bid submission.	As per Form Tech - 11
2	Experience of having dealt with at least one project of similar nature*having consultancy fee of Rs. 1.6 crore or more of estimated value of assignment to be awarded Or At least 2 projects having consultancy fee of Rs. 1 crore or more of estimated value of assignment to be awarded Or At least 3 projects having consultancy fee of Rs. 0.8 crore or more of estimated value of assignment to be awarded for preparation of Master plan of Tourism site is mandatory to be considered eligible. * Similar nature means development of any tourism projects or tourism hubs/theme parks/ Theme based tourism projects	As per Form Tech 2 and Tech-12
3	The Bidder should not have been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal.	As per Form Tech 17
4	Bidder should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder.	As per Form Tech 18

** Startups/MSME are relaxed from the condition of prior turnover and prior experience as per the notifications issued by Gol.*

4.1.2 Consultants are allowed to form consortiums and bid for the project. The consortium should not consist of more than two consultant firms. The responsibilities to undertake all the activities detailed out in the scope of work shall rest with the lead consultant from the consortium. The team leader and more than fifty percent of the experts listed in the team should be a part of lead consultant. He should be available in all important meetings and presentations.

4.2 Evaluation

4.2.1 Criteria, sub-criteria and point system for evaluation to be followed under this procedure is as under:

S. No.	Criteria	Weightage	Documents to be submitted
I	Specific experience of the consultant firm relevant to the assignment/job	20 marks	As per Form Tech-2 and Tech-12
	i. At least one Project of Master planning of any tourism projects/tourism hubs/theme parks/ Theme based tourism project for consultancy fee of the project must be of value of at least Rs. 1.6 crore Or Minimum 2 projects of development planning of any tourism projects or tourism hubs/theme parks/ theme-based tourism project for consultancy fee of the project must be at least Rs 1.0 crore Or 3 projects of development planning of any tourism projects/tourism hubs/theme parks/ theme-based tourism projects for consultancy fee of the project must be atleast Rs. 0.8 crore	15 marks	
	ii. Two projects of Development planning of any tourism projects/tourism hubs/theme parks/ theme-based tourism projects consultancy fee of each project must be of value of at least Rs. 1.6 crore	18 marks	
	iii. Three or more projects of Development planning of any tourism projects/tourism hubs/theme parks/ theme-based tourism projects consultancy fee of each project must be of value of at least Rs. 1.6 crore	20 marks	

S. No.	Criteria	Weightage	Documents to be submitted
II	Adequacy of the proposed methodology and work plan in response to the terms of reference.	50 marks	As per Form Tech 3 and Tech 4
	Sub-criteria:		
	a) Understanding of the objectives of the assignment – The extent to which the consultants approach and work plan respond to the objective indicated in RFP	10 marks	Technical presentation to be made before Tender Evaluation Committee
	b) Completeness and responsiveness – The extent to which the proposals respond exhaustively to all the requirement of scope of work.	15 marks	
	c) Demonstration of understanding of the requirements – Comments/suggestion on ToR. Assessment to be based on learning, challenges likely to be encountered and mitigation proposed.	15 marks	
	d) Work plan – project work breakdown structure. Assessment to be based on overall timelines and relevant resource assignment.	10 marks	
III	Key professional staff: Qualification, experience and competency for the assignment.	30 marks	As per Form Tech 5 and Tech 6
	Total	100 marks	

- *Startups/MSME are relaxed from the condition of prior turnover and prior experience as per the notifications issued by Govt.*
- *For the purpose of evaluation of Rs. 70/- (Rupees Seventy) per US Dollar shall be considered as applicable currency for the projects completed outside India*

4.2.2 Qualifications, experience and competence of each of the key professional as per (III) above will be evaluated separately. The marks for key professionals will be further divided as under:

S.No.	Team	Weightage
I	Planning Expert (Team Leader)	30%
II	Other key professionals	70% (This will be further divided into individual professionals)
1	Finance Expert	20%
2	Landscape/Ecology	20%
3	Infrastructure/Civil Expert	15%
4.	Legal Expert	15%
	Total	100%

4.2.3 Division of Key professional Marks: -

Profession	Experience in relevant field	Qualification	Marks
Team Leader- Planning Expert	Minimum 12 years	Master's Degree in Urban Planning / Architecture / Urban Design or equivalent	6.30
	15 or more years		9.00
Finance Expert	Minimum 8 years	MBA/ CA/ CFA or equivalent	4.20
	12 years and more		6.00
Landscape/Ecology	Minimum 8 years	Master's Degree in Landscape Architecture / Ecology or equivalent	4.20
	12 years and more		6.00
Infrastructure/Civil Expert	Minimum 8 years	Master's Degree in Civil Engineering or equivalent	3.15
	12 years and more		4.50
Legal Expert	Minimum 8 years	Master's Degree in Law or equivalent	3.15
	12 years and more		4.50

Note:

Length of relevant experience shall be counted only post eligible qualification.

4.2.4 Minimum Technical Score required to be considered as qualified shall be 70%.

Sr. No.	Particulars
1	<div>Method of Selection:</div> <div>Quality and Cost Based Selection (QCBS)</div>
	<p>The technical quality of the proposal will be given a weightage of 70%. The price bids of only those consultants who qualify technically (Minimum Qualifying Marks: 70%) will be opened.</p> <p>The proposal with the lowest cost may be given a financial score of 100 and the other proposal will be given financial score that are inversely proportionate to their prices. The technical proposal shall be allocated weight of 70%. For working out the combined score, the employer will use the following formula:</p>
	<p>Total points = $70/100 \times T (s) + 30/100 \times LEC/EC$, where T (s) stands for technical score</p> <p>EC stands for Evaluated Cost of the financial proposal. (Responsive commercial bid of the bidder)</p> <p>LEC stands for Lowest Evaluated Cost of the financial proposal. (Responsive commercial bid of L1)</p> <p>The proposals will be ranked in terms of total points scored. The proposal with the highest total points (H-1) will be considered for award of contract and will be called for negotiations, if required</p>
2	Expected date for commencement of consulting assignment/job:
3	Location for performance assignment/job:

4.2.5 If there is a discrepancy between words and figure the amount of words will prevail.

4.2.6 In the event of the bid composite bid scores are tied, the bidder scoring the highest technical score will be adjudicated as the best value bidder for award of the project.

4.2.7 Bidders whose bids are responsive, based on minimum qualification criteria as in Pre-Qualification criteria and score at least (minimum marks to obtain for technically qualifying) from the technical evaluation criteria would be considered technically qualified.

LETTER OF PROPOSAL SUBMISSION

[Location, Date]

To: [Name and address of Employer]

Dear Sir(s):

We, the undersigned, offer to provide the consulting Assignment/job for [Insert title of Assignment/job] in accordance with your Request for Proposal dated [Insert Date]. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope and requisite EMD and bid processing fees.

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Consultant], MOU/agreement on this regard is also enclosed.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the proposed validity period, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We understand you are not bound to accept any Proposal you receive. Power of attorney in the name of the authorised signatory is also enclosed.

We remain,

Name of Firm Yours sincerely,
Authorized Signature [In full and initials]:
Name and Title of Signatory:
Address:

CONSULTANT'S ORGANIZATION AND EXPERIENCE

A - Consultant's Organization

[Provide here a brief description of the background and organization of your firm/entity and each associate for this Assignment/job. The brief description should include ownership details, date and place of incorporation of the firm, objectives of the firm etc. Also if the consultant has formed a consortium, details of each of the member of the consortium, name of lead members etc shall be provided]

B - Consultant's Experience

[Using the format below, provide information on each Assignment/job for which your firm, and each partner in the case of consortium or joint venture, was legally contracted either individually as a corporate entity or as one of the major partners within an association, for carrying out consulting Assignment/job similar to the ones requested under this Assignment/job (If possible, the employer shall specify exact assignment / job for which experience details may be submitted). In case of consortium, association of consultant, the consultant must furnish the following information for each of the consortium member separately]

1. Firm's name:

1	Assignment/job name:	
1.1	Description of Project	
1.2	Approx. value of the contract (in Rupees):	
1.3	Country:	
1.4	Location within country:	
1.5	Duration of Assignment/job (months) :	
1.6	Name of Employer:	
1.7	Address:	
1.8	Total No of staff-months of the Assignment /job:	
1.9	Approx. value of the Assignment/job provided by your firm under the contract (in Rupees):	
1.10	Start date (month/year):	

1.11	Completion date (month/year):	
1.12	Name of associated Consultants, if any:	
1.13	No of professional staff-months provided by associated Consultants:	
1.14	Name of senior professional staff of your firm involved and functions performed.	
1.15	Description of actual Assignment/job provided by your staff within the Assignment/job:	

Note:

1. In support of the information, copies of completion certificates issued by clients confirm the year and area of activity in last seven years must be enclosed and properly referenced with Page no. indicated in the format. The Work orders/Agreement/Award letters shall also be submitted and properly referenced. In respect of executed works/assignments, if completion certificates are not available, the bidder should enclose a certificate, for each of the work/assignment, duly countersigned by a chartered accountant, indicating the details of the project, nature of work/assignment carried out by the consultant, amount already received.
2. The specific details of the nature of works (consultancy provided for) must be given.
3. The information must be submitted in the given formats. Any information not furnished strictly in accordance with the formats and requirements shall not be considered for evaluation.
4. All the documents must be clearly numbered and the reference page no. should be provided in the format. Documents not numbered and/or not referenced properly shall not be considered for evaluation.
5. Experience of the subsidiary company will be considered however experience of the parent company will not be considered.

**COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON
COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE
EMPLOYER**

A - On the Terms of Reference

[Suggest and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the Assignment/job (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

B - On Inputs and Facilities to be provided by the employer

[Comment here on Inputs and facilities to be provided by the Employer, Special information to consultants including: administrative support, office space, Domestic transportation, equipment, data, etc.]

DESCRIPTION OF APPROACH, METHODOLOGY AND WORKPLAN FOR PERFORMING THE ASSIGNMENT/JOB

Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following three chapters:

- a) Technical Approach and Methodology,
- b) Work Plan, and
- c) Organization and Staffing,

a) **Technical Approach and Methodology:** In this chapter you should explain your understanding of the objectives of the Assignment/job, approach to the Assignment/job, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) **Work Plan:** The consultant should **propose and justify** the main activities of the Assignment/job, their content and duration, phasing and interrelations, milestones (including interim approvals by the Employer), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.

c) **Organization and Staffing:** The consultant should **propose and justify** the structure and composition of their team. The consultant should list the main disciplines of the Assignment/job, the key expert responsible, and proposed technical and support staff.

TEAM COMPOSITION AND TASK ASSIGNMENT/JOBS

Professional Staff

Sl. No.	Name of Staff	Name of Firm	Area of expertise and No. of years of experience	Position / Task assigned for this job

**CURRICULUM VITAE (CV) FOR PROPOSED
PROFESSIONAL STAFF**

a) Proposed Position:

[For each position of key professional separate form Tech-6 will be prepared]:

b) Name of Firm:

[Insert name of firm proposing the staff]:

c) Name of
Staff: [Insert
full name]:

d) Date of Birth:

e) Nationality:

f) Education:

[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:

7. Membership of Professional Associations:

8. Other Training:

9. Countries of Work Experience:

[List countries where staff has worked in the last ten years]:

10. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:

11. Employment Record:

[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

From [Year]:

[To Year]:

Employer:

Positions held:

- a) Detailed Tasks Assigned [List all tasks to be performed under this Assignment/job]

13. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned.

[Among the Assignment/jobs in which the staff has been involved, indicate the following information for those Assignment/jobs that best illustrate staff capability to handle the tasks listed under point 12]

Name of Assignment/job or
project: Year:

Location:

Employer

Main project features:

Positions held: Activities
performed:

14. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date:

[Signature of staff member or authorized
representative of the staff]

Place:

[Full name of authorized representative]:

STAFFING SCHEDULE

S. No.	Name of Staff	Staff input (in the form of a bar chart)												Total 6 Months
		1	2	3	4	5	6	7	8	9	10	11	12	

1.

2.

3.

Note:

- a) For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).
- b) Months are counted from the start of the Assignment/job. For each staff indicate separately staff input for home and field work.

WORK SCHEDULE

S.No.	Activity		Weeks										Total 6 Months
			1	2	3	4	5	6	7	8	9	10	

1.

2.

3.

4.

- a) Indicate all main activities of the Assignment/job, including delivery of reports (e.g.: inception, interim, draft and final reports), and other benchmarks such as Employer approvals. For phased Assignment/jobs indicate activities, delivery of reports, and benchmarks separately for each phase.
- b) Duration of activities shall be indicated in the form of a bar chart.

COMMENTS / MODIFICATIONS SUGGESTED ON DRAFT CONTRACT

[Here the consultant shall mention any suggestion / views on the draft contract attached with the RFP document. The consultant may also mention here any modifications sought by him in the provisions of the draft contract. This information shall be used at the time of the negotiations. However, the Employer is not bound to accept any/all modifications sought and may reject any such request of modification.]

**INFORMATION REGARDING ANY CONFLICTING ACTIVITIES
AND DECLARATION THEREOF**

Are there any activities carried out by your firm or group company or any member of the consortium which are of conflicting nature as mentioned in para 5 of section 2. If yes, please furnish details of any such activities.

If no, please certify,

We hereby declare that our firm, our associate / group firm or any of the member of the consortium are not indulged in any such activities which can be termed as the conflicting activities under para 5 of the section 2. We also acknowledge that in case of misrepresentation of the information, our proposals / contract shall be rejected / terminated by the Employer which shall be binding on us.

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Financial Capacity of Applicant

Sl. No.	Financial Year	Annual Turnover (Rs. In Cr.)
1.	2022 – 23	
2.	2021 – 22	
3.	2020 – 21	

Certificate from the Statutory Auditor

This is to certify that the Average Annual Turnover of
 (name of the Applicant) excluding the
 subsidiary/ subsidiaries during the last three consecutive financial years from
 the date of bid submission is Rs.....crores.
 The.....(name of the Applicant) has earned profit
 in the financial year

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorized signatory)

Note

1. In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.
2. Provide the audited financial statements from Chartered Accountant or Statutory Auditor for the above three financial years.

Applicant's Experience for Completed Projects

1	Project Name :	
2	Project Location :	
3	Name of Client :	
4	Project Cost :	
5	Start Date (Month/Year) :	
6	Completion Date (Month/Year) :	
7	Names of Associated firms/Consultant, If any :	
8.	Narrative Description of Project :	
9.	Description of actual services provided :	
10	Professional Services Provided by the firm :	
11	No. of person, months of professional staff by the firm :	
12	Project Fees :	
13	No. of person, period of professional staff on the project	
14	Status of the firm in the association/Consortium/JV :	

Note:

- I. In support of the information, copies of completion certificates issued by clients confirm the year and area of activity in last seven years must be enclosed and properly referenced with Page no. indicated in the format. The Work orders/Agreement/Award letters shall also be submitted and properly referenced. In respect of executed works/assignments, if completion certificates are not available, the bidder should enclose a certificate, for each of the work/assignment, duly countersigned by a chartered accountant, indicating the details of the project, nature of

- work/assignment carried out by the consultant, amount already received.
- II. The specific details of the nature of works (consultancy provided for) must be given.
 - III. The information must be submitted in the given formats. Any information not furnished strictly in accordance with the formats and requirements shall not be considered for evaluation.
 - IV. All the documents must be clearly numbered and the reference page no. should be provided in the format. Documents not numbered and/or not referenced properly shall not be considered for evaluation.
 - V. Experience of the subsidiary company will be considered however experience of the parent company will not be considered.

Format for Power of Attorney for Lead Member of Consortium

(Refer Clause 3.1)

(To be executed on Stamp paper of appropriate value)

Format for Power of Attorney for Lead Member of Consortium

(On Non – judicial stamp paper of Rs. 100/- or such equivalent document duly attested by notary public)

Power of Attorney

Whereas the (Client) has invited Bids from interested parties for RFP for "Appointment of Consultants for Preparation of Detailed Development Plan for NSBC Island, Andaman & Nicobar Island".

Whereas, the members of the Consortium are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the Request for Proposal (RFP) Document, and other connected documents in respect of the Project, and

Whereas, it is necessary under the RFP Document for the members of the Consortium to designate the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project who, acting jointly, would have all necessary power and authority to do all acts, deeds and things on behalf of the Consortium, as may be necessary in connection the Consortium's bid for the Project.

NOW THIS POWER OF ATTORNEY WITNESSTHAT;

We, M/s. (Lead Member), and M/s and M/s (the respective names and addresses of the registered office) do hereby designate M/s. being one of the members of the Consortium, as the Lead Member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium's bid for the Project, including submission of Application for Qualification/ Application, participating in conferences, responding to queries, submission of information/ documents and generally to represent the Consortium in all its dealings with(Client) including entering into the contract agreement with(Client) or any other Government Agency or any person, in connection with the Project.

We hereby agree to ratify all acts, deeds and things lawfully done by Lead Member, our said attorney pursuant to this Power of Attorney and that all acts deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us/Consortium.

Dated this theDay of2022

(Executants)

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

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

Format for Memorandum of Understanding (MOU)

(On Non – judicial stamp paper of Rs.....or such equivalent document
duly attested by notary public)

This Memorandum of Understanding (MoU) entered into this ____day of
_____ 2022 at _____among_____and having its registered office at
_____, (hereinafter referred as “_____”, which expression unless repugnant
to the context or meaning thereof includes its successors and permitted
substitutes) of the First Part

And

_____ and having its registered office at_____, (hereinafter referred as“
_____”, which expression unless repugnant to the context or meaning
thereof includes its successors and permitted substitutes) of the Second Part

And

The parties are individually referred to as Party and collectively as Parties.

WHEREASClient, has invited Request for Proposal
(RFP) from entities interested for Appointment of Consultants for Preparation
of Development of land parcels at Radhanagar Beach & Govindnagar, Swaraj
Dweep, (“Project”) as per the terms contained in the RFP Document.

AND WHEREAS the Parties have had discussions for formation of a
Consortium for bidding for the said Project and have reached an
understanding on the following points with respect to the Parties’ rights and
obligations towards each other and their working relationship.

IT IS HEREBY AS MUTUAL UNDERSTANDING OF THE PARTIES AGREED
AND DECLARED AS FOLLOWS:

1. That the roles and the responsibilities of each Party at each stage of the
Project shall be as follows:
2. That the Parties shall be jointly and severally liable for the execution of the

Projects arising from the States, Union Territories, as the case may be and in accordance with in accordance with the terms of the Contract Agreement to be executed on award of the such Projects.

3. That this MoU shall be governed in accordance with the laws of India and courts in shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

In witness whereof the Parties that the information provided is accurate and true and have caused this MoU to be duly executed on the date and year above mentioned.

1. First Party

2. Second Party

Witness:

Form of bank guarantee for earnest money

WHEREAS _____ [Name of Bidder] (hereinafter called "the Bidder ") has submitted his bid dated _____ [Date] for 'Appointment of Consultant for Development of land parcels in Radhanagar Beach & Govindnagar, Swaraj Dweep. KNOW ALL MEN by these presents that

We _____ [Name of Bank] of _____ [Name of Country] having our registered office at _____ (hereinafter called "the Bank") are bound unto.

The (Client) in the sum of Rs. _____ (Rupees _____ only) for which payment well and truly to be made to the Client and the Bank binds himself, his successors and assigns by these presents.

THE CONDITIONS of this obligation are:

1. If the bidder withdraws his Bid during the period of bid validity specified in the Bid Document.
or
2. If the Bidder having been notified of the acceptance of his Bid by the Client during the period of bid validity:
 - a) fails or refuses to execute the Form of Agreement in accordance with the provisions of Bid Document, and/or
 - b) fails or refuses to furnish the Performance Guarantee, in accordance with the provisions of Bid Document.

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

This Guarantee will remain in force up to and including the date 180 days after the deadline for submission of bids as such deadline is stated in the Bid Document or as it may be extended by (the Client) notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE

SIGNATURE OF THE BANK SEAL

OF THE BANK SIGNATURE OF

THE WITNESS NAME &

ADDRESS OF WITNESS

Form of bank guarantee for Performance Security

To

<Insert Designation>,
<Name of ANIIDCO>

In consideration of..... acting on behalf of the ANIIDCO (hereinafter referred as the "**Authority**", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) awarding to, having its office at (hereinafter referred as the "**Consultant**" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Authority's Agreement no. dated valued at Rs. (Rupees), (hereinafter referred to as the "**Agreement**") the assignment for consultancy services in respect of the Project, and the Consultant having agreed to furnish a Bank Guarantee amounting to Rs..... (Rupees) to the Authority for performance of the said Agreement.

We, (hereinafter referred to as the "**Bank**") at the request of the Consultant do hereby undertake to pay to the Authority an amount not exceeding ₹..... (Rupees) against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said Consultant of any of the terms or conditions contained in the said Agreement.

2 We, (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Authority stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Authority by reason of breach by the said Consultant of any of the terms or conditions contained in the said Agreement or by reason of the Consultant's failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding ₹ (Rupees).

3 We, (indicate the name of Bank) undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the Consultant in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Consultant shall have no claim against us for making such payment.

4 We, (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be required

for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Authority under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Authority certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Consultant and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

5 We, (indicate the name of Bank) further agree with the Authority that the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Consultant from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said Consultant and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Consultant or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Consultant or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

6 This Guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s).

7 We, (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.

8 For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs..... crore (Rupees crore) only. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 2 hereof, on or before [(indicate the date falling 365 days after the Bid Due Date specified in the RFP)].

Dated, theday of 2022

For

(Name of Bank)

(Signature, name and designation of the authorised signatory)

Seal of the Bank:

NOTES:

- (i) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- (ii) The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

Format of declaration for not being barred by the Central Government, any State Government, a Statutory Authority or a Public Sector Undertaking

Declaration Letter for "<insert name of the RFP>"

(to be printed in Letter Head)

Sir/Madam

This is to notify you that our Company/LLP/Partnership/Society/Proprietorship < Please delete whichever is not applicable> intends to submit a proposal in response to <insert name of the RFP>, we also declare that our Company/LLP/Partnership/Society/Proprietorship< Please delete whichever is not applicable> has not been blacklisted by any Central/State Government Department/Public Sector Undertaking.

Sincerely,

(Signature of the Authorized Person)

Name:

Designation:

Format for declaration that, during the last three years, the bidder has neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder.

Declaration Letter for "<insert name of the RFP>"
(to be printed in Letter Head)

Sir/Madam

This is to notify you that our Company/LLP/Partnership/Society/Proprietorship <Please delete whichever is not applicable> intends to submit a proposal in response to <insert name of the RFP>, we also declare that our Company/LLP/Partnership/Society/Proprietorship<Please delete whichever is not applicable> has during the last three years, neither failed to perform on any agreement, nor has been evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or agreement nor have had any agreement terminated for breach by us.

Sincerely,

(Signature of the Authorized Person)

Name:

Designation:

FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Employer]

Dear Sirs:

We, the undersigned, offer to provide the consulting Assignment/job for [Insert title of Assignment/job] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures¹]. This amount is inclusive of the Domestic taxes. We hereby confirm that the financial proposal is unconditional and we acknowledge that any condition attached to financial proposal shall result in reject of our financial proposal.

Our Financial Proposal shall be binding upon us up to expiration of the validity period of the proposal. We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

SUMMARY OF COSTS

S. No.	Particulars	Form	Amount in Rupees *	Amount in words
1	Remuneration (Key Professionals and Support Staff)	FIN 3		
2	Miscellaneous expenses	FIN 4		
3	Service Tax / Any other tax			
	Total			

Authorized Signature

Name:

Designation

Name of firm:

Address:

BREAKUPOF REMUNERATION

(Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Client)

(for details please refer to Note below)

S. No.	Name of Staff	Position	Man Month Rates (A) in Rupees	Proposed Man Months (B)	Total Amount in Rupees.* (A)*(B)
Key professionals *1					
1					
2					
3					
4					
Support Staff *2					
1					
2					
3					
	Total				

*- Mention the currency in which the prices are quoted if it is permitted to do so under RFP.

*1 Key Professionals are to be indicated by name

*2 Support Staff is to be indicated per category

Total Remuneration = _____ Amount in Rupees

(Amount in Words):

Note:

1. Professional Staff should be indicated individually; Support Staff should be indicated per category. Cost of Secretarial services, if any, will be indicated in form Fin-4.
2. Positions of Professional Staff shall coincide with the ones indicated in Form TECH-5 & 7.
3. Indicate separately staff-month rate for each activity separately.

BREAKUPOF REIMBURSABLE EXPENSES

(Clause no. 9, Ref no 9.6)

(Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Client)

Activity

No: _____

Name: _____

No.	Description	Unit	Quantity	Unit Price In	Total Amount
1.	Travel expense flights/Train	Trip			
2.	Miscellaneous travel expenses	Trip			
3.	Subsistence allowance	Day			
4.	Local transportation costs				
5.	Office rent/accommodation/ clerical assistance				
6.	Other Expenses				

Total Reimbursable: = _____ Total amount in Rupees.

Amount in words:

Annexure C: Standard Form of Contract

	Contents	Page No
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II.	General Conditions of Contract	
1.	General Provisions	66
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3.	Obligations of the Consultant	77
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CONTRACT FOR CONSULTANTS' SERVICES

between

[Name of the Client]

and

[Name of the Consultant]

Dated:

I. Form of Contract

(Text in brackets [] should be filled up appropriately; all notes should be deleted in final text)

This CONTRACT (hereinafter called the "Contract") is made the [day] day of the month of [month], [year], between the UT Administration of Andaman and Nicobar Islands acting through (designation), the ANIIDCO, (office address), [name of employer] (hereinafter called the "Employer"), of the First Part and, [name of Consultant] (hereinafter called the "Consultant") of the Second Part.

[Note: If the Consultant consist of more than one entity, the above should be partially amended to read as follows: "... (hereinafter called the "Employer") and, on the other hand, a joint venture/consortium/association consisting of the following entities, namely, lead consultant [name of lead Consultant] and [name of Consultant/s] (hereinafter called the "Consultant").

WHEREAS

(a) the Consultant, having represented to the "Employer" that he has therequired professional skills, personnel and technical resources, has offered to provide in response to the Tender Notice Nodated.....issued by the Employer ;

(b) the "Employer" has accepted the offer of the Consultant to provide the services on the terms and conditions set forth in this Contract.

NOW, THEREFORE, IT IS HEREBY AGREED between the parties as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The General Conditions of Contract;
- (b) The following Appendices:

Appendix A: Description of Services

Appendix B: Reporting Requirements

Appendix C: Staffing schedule

Appendix D: Cost Estimates Appendix

Appendix E: Duties of the "Employer"

2. The mutual rights and obligations of the "Employer" and the Consultant shall be as set forth in the Contract, in particular:

- (a) the Consultants shall carry out and complete the Services in accordance with the provisions of the Contract; and
- (b) the "Employer" shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

Signed by -----

For and on behalf of the ANIIDCO [name of

In presence of

1. "Employer"]

(Witnesses)

(i)

[Authorized Representative]

(ii)

2. For and on behalf of [name of Consultant]

In presence of

(Witnesses)

(i)

(ii)

II. General Conditions of Contract

1. GENERAL PROVISIONS

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

1.1 Definitions

- a. "Applicable Law" means the laws and any other instruments having the force of law in India for the time being.
- b. "Consultant" means any private or public entity that will provide the Services to the "Employer" under the Contract.
- c. "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is this General Conditions (GC), the RFP document and the Appendices.
- d. "Day" means calendar day.
- e. "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- f. "Foreign Currency" means any currency other than the currency of the "Employer's" country.
- g. "GC" means these General Conditions of Contract.
- h. "Government" means the UT of Andaman and Nicobar Islands Administration.
- i. "Local Currency" means Indian Rupees.
- j. "Member" means any of the entities that make up the joint venture/consortium/ association; and "Members" means all these entities.
- k. "Party" means the "Employer" or the Consultant, as the case may be, and "Parties" means both of them.
- l. "Personnel" means professionals and support staff provided by the Consultants or by any Sub-Consultants and assigned to perform the Services or any part thereof; "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside the Government's country; "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside the Government's country; and "Key Personnel" means the Personnel referred to in Clause GC 4.2(a).

- m. "Reimbursable expenses" means all assignment-related costs [such as travel, translation, report printing, secretarial expenses, subject to specified maximum limits in the Contract, as deemed by the ANIIDCO].
- n. "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- o. "Sub-Consultants" means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- p. "Third Party" means any person or entity other than the "Employer", or the Consultant.
- q. "In writing" means communicated in written form with proof of receipt.

1.2 Relationship between the Parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the "Employer" and the Consultant. The Consultant, subject to this Contract, has complete charge of Personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Law Governing Contract: This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India.

1.4 Headings: The headings shall not limit, alter or affect the meaning of this Contract.

1.5 Notices

1.5.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post to such Party at the address specified in the Data Sheet of the RFP document.

1.5.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address.

1.6 Location: The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, as the "Employer" may approve.

- 1.7 **Authority of Lead Partner:** In case the Consultant consists of a joint venture/ consortium/association of more than one entity, the Members hereby authorize the entity specified (Lead Consultant) in the RFP document to act on their behalf in exercising all the Consultant's rights and obligations towards the "Employer" under this Contract, including without limitation the receiving of instructions and payments from the "Employer". However, each member or constituent of Consortium of Consultant shall be jointly and severally liable for all obligations of the Consultant under the Contract.
- 1.8 **Authorized Representatives:** Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the "Employer" or the Consultant may be taken or executed by the officials specified in the Data Sheet of the RFP document.
- 1.9 **Taxes, Duties and levies:** Goods and Services Tax: "GST" shall mean Goods and Services Tax charged on the supply of material(s) and services. The term "GST" shall be construed to include the Integrated Goods and Services Tax (hereinafter referred to as "IGST") or Central Goods and Services Tax (hereinafter referred to as "CGST") or State Goods and Services Tax (hereinafter referred to as "SGST") or Union Territory Goods and Services Tax (hereinafter referred to as "UTGST") depending upon the import / interstate or intrastate supplies, as the case may be. It also means GST compensation cess, if applicable.

The quoted price for performance of the work & services pursuant to the Contract shall be deemed to be inclusive of all taxes, duties, levies and cess etc. except "Goods and Services Tax" (hereinafter called GST) (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and GST compensation Cess if applicable).

CONSULTANT shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit, if available, can be availed by ANIIDCO. In the event that the CONSULTANT fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules there under, ANIIDCO shall not be liable to make any payment on account of GST against such invoice.

GST shall be paid against receipt of tax invoice and proof of payment of GST to government (or auto-population of input tax credit on GSTIN portal). In case of non receipt of tax invoice or non-payment of GST by the CONSULTANT (or non-auto-population of input tax credit on GSTIN portal), ANIIDCO shall withhold the payment of GST.

GST payable under reverse charge for specified services or goods under GST act or rules, if any, shall not be paid to the CONSULTANT but will be directly deposited to the government by ANIIDCO.

Where ANIIDCO has the obligation to discharge GST liability under reverse charge mechanism and ANIIDCO has paid or is /liable to pay GST to the Government on which interest or penalties including GST thereon becomes payable as per GST laws for any reason which is not attributable to ANIIDCO or Input Tax credit (ITC) with respect to such payments is not available to ANIIDCO for any reason which is not attributable to ANIIDCO, then ANIIDCO shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by ANIIDCO to Consultant/Supplier.

The CONSULTANT shall always comply with the requirements of applicable laws and provide necessary documents as prescribed under the Rules & Regulations, as applicable from time to time. In particular, if any tax credit, refund or any other benefit is denied / delayed to ANIIDCO due to any non-compliance / delayed compliance by the CONSULTANT under the Goods & Service Tax Act (including but not limited to failure to upload the details of the sale on the GSTN portal, failure to pay GST to the Government or due to non-furnishing or furnishing of incorrect or incomplete documents, non-filing of GST return by the Consultant), the CONSULTANT shall be liable to reimburse ANIIDCO for all such losses and other consequences including, but not limited to the tax loss, interest and penalty. ANIIDCO shall be entitled to recover such amount from the CONSULTANT by way of adjustment from the next invoice, encashment of PBG or by way of any other means.

The CONSULTANT will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the CONSULTANT shall avail and pass on benefits of all exemptions/concessions available under tax laws.

The CONSULTANT will be liable to ensure to have registered with the respective tax authorities and to submit self-attested copy of such registration certificates and the. CONSULTANT will be responsible for procurement of material in its own registration (GSTIN) and also to issue/arrange its own Road Permit/E-way Bill, if applicable, and comply with the statutory Laws of the concerned state.

ANIIDCO will prefer to deal with registered supplier of goods/services under GST. Therefore, bidders are requested to get themselves registered under GST, If not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where ANIIDCO is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

Any error of interpretation of applicability of taxes/ duties by the CONSULTANT shall be to bidder's account. The classification of goods & services as per GST act and charging of correct rate of tax as prescribed under the respective tax laws should be correctly done by the CONSULTANT to ensure that input credit benefit is not lost to ANIIDCO on account of any error on the part of the CONSULTANT or its Sub-CONSULTANT / Vendor. ANIIDCO will not have any additional liability towards payment of applicable taxes & duties as a result of wrong assessment/interpretation of applicable taxes & duties by the bidder.

STATUTORY VARIATION - No variation on account of taxes and duties, statutory or otherwise, shall be payable to CONSULTANT except for the following:

GST: If after the due date of submission of last price bid and upto the contractual completion period (including extended contractual completion period for the reasons attributable to ANIIDCO or due to Force Majeure condition), any increase/decrease occurs in the applicable rate of GST, the variation in such GST shall be to ANIIDCO's account and shall be adjusted (increase/decrease) to / from the Consultant's invoices based on the documentary evidence.

Any increase in GST after the contractual completion period (including extended contractual completion period for the reasons attributable to ANIIDCO or due to Force Majeure condition) shall be to Consultant's account. However, any decrease in the rate of GST shall be passed on to ANIIDCO.

New Taxes & Duties

All new taxes, duties, cess, levies notified or imposed after the due date of submission of last/ final price bid before the contractual date of completion of work (including extended contractual completion period for the reasons attributable to ANIIDCO or due to Force Majeure condition), shall be to ANIIDCO's account. These shall be reimbursed against documentary evidence. However, in case of delay attributable to Consultant, any new or additional taxes and duties imposed after Time for Completion, as above, shall be to Consultant's account.

Tax Deduction at Source (TDS), if applicable

TDS under GST, if applicable, shall be deducted from Consultant's/vendor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the Consultant/vendor.

The CONSULTANT shall be exclusively responsible and liable to deduct TDS, if applicable, from the sub-Consultants / sub-vendors and remit the same to the Govt. within the due date, as per GST legislation(s).

INCOME TAX

Prices for site-work, contracts and other services of Indian Consultants shall be inclusive of income tax.

Tax shall be deducted at source by ANIIDCO on all sums due in accordance with the provisions of Indian income tax act/rules as in force at the relevant point of time.

ANIIDCO shall issue a Tax deduction certificate to the CONSULTANT evidencing the Tax deducted or withheld and deposited by ANIIDCO on payments made to the CONSULTANT to enable the CONSULTANT to claim the credit of the Tax deducted by ANIIDCO.

1.10 Fraud and Corruption

1.10.1.1 Definitions: It is the Employer's policy to require that Employers as well as Consultants observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Employer defines, for the purpose of this provision, the terms set forth below as follows:

- (i) "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- (ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- (iii) "collusive practices" means a scheme or arrangement between two or more consultants, with or without the knowledge of the Employer, designed to establish prices at artificial, non-competitive levels;
- (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

1.10.2 Measures to be taken by the Employer

- (a) The Employer may terminate the contract if it determines at any time that representatives of the consultant were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the consultant having taken timely and appropriate action satisfactory to the Employer to remedy the situation;
- (b) The Employer may also sanction against the Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Employer-financed contract;

1.10.3 Commissions and Fees

At the time of execution of this Contract, the Consultants shall disclose any commissions or fees that may have been paid or are agreed to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract: This Contract shall come into force and effect on the date (the "Effective Date") of the "Employer's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the conditions precedent and effectiveness conditions, if any, listed in the RFP document have been met.

2.2 Termination of Contract for Failure to Become Effective: If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the letter of award, either Party may, by not less than ten (10) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

2.3 Commencement of Services: The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date as specified in the letter of award.

2.4 Expiration of Contract: Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire at the end of six months from the Effective Date unless further extended in writing by the Employer.

2.5 Entire Agreement: This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.

2.6 Modifications or Variations:

- (a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 here of, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party. (b) In cases of substantial modifications or variations, the prior written consent of the Employer is required.

2.7 Force Majeure

2.7.1.1 Definition

- (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, pandemic subject to notification by Govt. of India, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's Sub-Consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- (c) Subject to clause 2.7.2, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

2.7.2 No Breach of Contract: The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.7.3 Measures to be Taken: (a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than ten (10) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- (c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- (d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the "Employer", shall either:
 - (i) demobilize; or
 - (ii) continue with the Services to the extent possible, in which case the Consultant shall continue to be paid proportionately and on prorata basis, under the terms of this Contract.
- (e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.

2.8 Suspension: The "Employer" may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Consultant to remedy such failure, if capable of being remedied, within a period not exceeding fifteen (15) days after receipt by the Consultant of such notice of suspension.

2.9 Termination

2.9.1.1 By the "Employer": The "Employer" may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (h) of this Clause GC 2.9.1.1.

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within fifteen (15) days of receipt of such notice of suspension or within such further period as the "Employer" may have subsequently approved in writing.
- (b) If the Consultant becomes (or, if the Consultant consists of more than

one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.

- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.
- (d) If the Consultant, in the judgment of the "Employer", has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- (e) If the Consultant submits to the "Employer" a false statement which has a material effect on the rights, obligations or interests of the "Employer".
- (f) If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.
- (g) If the consultant fails to provide the quality services as envisaged under this Contract. The Monitoring Committee, MC (ANIIDCO) formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The MC (ANIIDCO) may decide to give one chance to the consultant to improve the quality of the services.
- (h) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than fifteen (15) days.
- (i) If the "Employer", in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.1.2 In such an occurrence the "Employer" shall give a not less than ten (10) days' written notice of termination to the Consultants, and fifteen (15) days' in case of the event referred to in (h).

2.9.2 By the Consultant: The Consultant may terminate this Contract, by not less than thirty (30) days' written notice to the "Employer", in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2.

- (a) If the "Employer" fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within thirty (30) days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than thirty (30) days.

- (c) If the "Employer" fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.
- (d) If the "Employer" is in material breach of its obligations pursuant to this Contract and has not remedied the same within thirty (30) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the "Employer" of the Consultant's notice specifying such breach.

2.9.3 Cessation of Rights and Obligations: Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Law.

2.9.4 Cessation of Services: Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the "Employer", the Consultant shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.

2.9.5 Payment upon Termination: Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the "Employer" shall make the following payments to the Consultant:

- (a) If the Contract is terminated pursuant to Clause 2.9.1 (g), (h) or 2.9.2, remuneration pursuant to Clause GC 6.3(h) (i) hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 6.3(h)(ii) hereof for expenditures actually and reasonably incurred prior to the effective date of termination;
- (b) If the agreement is terminated pursuant of Clause 2.9.1 (a) to (f), the consultant shall not be entitled to receive any agreed payments upon termination of the contract. However, the "Employer" may consider to

make payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Employer. Applicable Under such circumstances, upon termination, the client may also impose liquidated damages as per the provisions of Clause 10 of this agreement. The consultant will be required to pay any such liquidated damages to client within 30 days of termination date.

2.9.6 Disputes about Events of Termination: If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within thirty (30) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standard of Performance: The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the "Employer", and shall at all times support and safeguard the "Employer's legitimate interests in any dealings with Sub-Consultants or Third Parties.

3.2 Conflict of Interests: The Consultant shall hold the "Employer's interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the Consultant shall promptly disclose the same to the Employer and seek its instructions.

3.3 Consultant not to benefit from Commissions, Discounts, etc.:

- (a) The payment of the Consultant pursuant to Clause GC 6 hereof shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Consultant shall not accept for its own benefit any trade commission, discount or

similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.

(b) Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the "Employer" on the procurement of goods, works or services, the Consultant shall comply with the Employer's applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the "Employer". Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the "Employer".

3.4 Consultant and Affiliates Not to Engage in Certain Activities:

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

3.5 Prohibition of Conflicting Activities: The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

3.6 Confidentiality: Except with the prior written consent of the "Employer", the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.7 Insurance to be Taken out by the Consultant: The Consultant (i) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain insurance, at their (or the Sub-Consultants', as the case may be) own cost, and (ii) at the "Employer's request, shall provide evidence to the "Employer" showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

3.8 Accounting, Inspection and Auditing: The Consultant (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the "Employer" or its designated representative and/or the Employer, and up to five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the "Employer" or the Employer, if so required by the "Employer" or the Employer as the case may be.

3.9 Consultant's Actions Requiring "Employer's Prior Approval: The Consultant shall obtain the "Employer's prior approval in writing before taking any of the following actions:

- (a) Any change or addition to the Personnel listed in Appendix C.
- (b) Subcontracts: the Consultant may subcontract work relating to the Services to an extent and with such experts and entities as may be approved in advance by the "Employer". Notwithstanding such approval, the Consultant shall always retain full responsibility for the Services. In the event that any Sub-Consultants are found by the "Employer" to be incompetent or incapable or undesirable in discharging assigned duties, the "Employer" may request the Consultant to provide a replacement, with qualifications and experience acceptable to the "Employer", or to resume the performance of the Services itself.

3.10 Reporting Obligations: The Consultant shall submit to the "Employer" the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix. Final reports shall be delivered in soft copies (in CD ROM/storage device) in addition to the hard copies specified in said Appendix.

3.11 Documents Prepared by the Consultant to be the Property of the "Employer": All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the "Employer" under this Contract shall become and remain the property of the "Employer", and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the "Employer",

together with a detailed inventory thereof. The Consultant may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Employer and the Employer reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the "Employer's prior written approval to such agreements, and the "Employer" shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

3.12 Equipment, Vehicles and Materials Furnished by the "Employer":

Equipment, vehicles and materials made available to the Consultant by the "Employer", or purchased by the Consultant wholly or partly with funds provided by the "Employer", shall be the property of the "Employer" and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the "Employer" an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the "Employer's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the "Employer" in writing, shall insure them at the expense of the "Employer" in an amount equal to their full replacement value.

3.13 Equipment and Materials provided by the Consultants: Equipment or materials brought into the State by the Consultant and the Personnel and used either for the Project or personal use shall remain the property of the Consultant or the Personnel concerned, as applicable.

4. CONSULTANTS' PERSONNEL AND SUB-CONSULTANTS

4.1 General:

The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services.

4.2 Description of Personnel:

- (a) The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are as per the consultant's proposal and are described in Appendix C. If any of the Key Personnel has already been approved by the "Employer", his/her name is listed as well.

- (b) If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultant by written notice to the "Employer", provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the "Employer's written approval.
- (c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the "Employer" and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GC 6.1(b) of this Contract, this will be explicitly mentioned in the agreement.

4.3 Approval of Personnel: The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the "Employer". In respect of other Personnel which the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the "Employer" for review and approval a copy of their Curricula Vitae (CVs). If the "Employer" does not object in writing (stating the reasons for the objection) within ten (10) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the "Employer".

4.4 Removal and/or Replacement of Personnel:

- (a) Except as the "Employer" may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications.
- (b) If the "Employer" (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the "Employer's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the "Employer".

- (c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the "Employer". The rate of remuneration applicable to a replacement person will be the rate of remuneration paid to the replacement person. Also (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

4.5 Resident Project Manager: The Consultant shall ensure that at all times during the Consultant's performance of the Services a resident project manager, acceptable to the "Employer", shall take charge of the performance of such Services.

5. OBLIGATIONS OF THE "EMPLOYER"

5.1 Assistance and Exemptions: Unless otherwise specified, the "Employer" shall use its best efforts to ensure that the Government shall:

- (a) Provide the Consultant, Sub-Consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services.
- (b) Arrange for the Foreign Personnel to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India.
- (c) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (d) Provide to the Consultant, Sub-Consultants and Personnel any such other assistance as may be necessary for the project.

5.2 Change in the Applicable Law Related to Taxes and Duties: If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the consultant for providing the services i.e. service tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b).

5.3 Services, Facilities and Property of the “Employer”:

- (a) The “Employer” shall make available to the Consultant and its Personnel, for the purposes of the Services and **free of any charge**, the services, facilities and property described in Appendix E at the times and in the manner specified in said **Appendix E**.
- (b) In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix E, the Parties shall agree on any time extension that it may be appropriate to grant to the Consultant for the performance of the Services.

5.4 Payment: In consideration of the Services performed by the Consultant under this Contract, the “Employer” shall make to the Consultant such payments and in such manner as is provided by Clause GC 6 of this Contract.

5.5 Counterpart Personnel: (a) If necessary, the “Employer” shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the “Employer” with the Consultant’s advice, if specified in Appendix E.

(b) Professional and support counterpart personnel, excluding “Employer’s liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the “Employer” shall not unreasonably refuse to act upon such request.

6. PAYMENTS TO THE CONSULTANT

6.1 Total Cost of the Services

- (a) The total cost of the Services payable is set forth in Appendix D as per the consultant’s proposal to the Employer and as negotiated thereafter.
- (b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the amount specified in Appendix-D.
- (c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to any of the Clauses GC 4.2 (c) or 5.2 hereof, the Parties shall agree that additional payments shall be made to the Consultant in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 Currency of Payment: All payments shall be made in Indian Rupees.

6.3 Terms of Payment: The payments in respect of the Services shall be made as follows:

- (a) The consultant shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the work related milestones achieved and as per the specified hereunder:

Stage	Deliverables	Time period (In Days)	Payment
I	Inception / Preliminary Report	D + 30	15%
II	Draft Site Development Potential Report	D + 50	10%
III	Final Site Development Potential Report	D + 60	
IV	Draft Plan of Development (For Receiving suggestion and objections)	D + 90	15%
VI	Final Plan of Development	D + 100	
VII	Draft Financial Feasibility report and Project Structuring report.	D + 120	10%
VIII	Final Financial Feasibility report and Project Structuring report.	D + 130	10%
IX	DPR/RFP for appointment of contractor on EPC/developer on PPP and RFP for third party monitoring agencies.	D + 150	5%
X	Pre-bid meetings and submission of the Evaluation Reports, etc.	D + 210	10%
XI	Issue of LOA and appointment of concessionaire/specialized agencies.	D + 225	
XII	On signing of the concession	D + 240	25%
	Total	8 Months	100%

- (b) Once a milestone is completed, the consultant shall submit the requisite deliverables as specified in this Contract. The Employer shall release the requisite payment upon acceptance of the deliverables. However, if the Employer fails to intimate acceptance of the deliverables or its objections thereto, within 10 days of receipt of it, the Employer shall release the payment to the consultant without further delay.

- (c) Final Payment: The final payment shall be made only after the final deliverable, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the "Employer". The Services shall be deemed completed and finally accepted by the "Employer" and the final deliverable shall be deemed approved by the "Employer" as satisfactory forty-five (45) calendar days after receipt of the final SCP and final statement by the "Employer" unless the "Employer", within such forty-five (45) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final deliverable. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the "Employer" has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Consultant to the "Employer" within ten (10) days after receipt by the Consultant of notice thereof. Any such claim by the "Employer" for reimbursement must be made within twelve (12) calendar months after receipt by the "Employer" of a final deliverable approved by the "Employer" in accordance with the above.
- (d) For the purpose of payment under Clause 6.3 (b) above, acceptance means; acceptance of the deliverables by the Employer after submission by the consultant and the consultant has made presentation to the Contract Monitoring Committee (CMC) / Employer (Mention this if presentation is required) with / without modifications to be communicated in writing by the Employer to the consultant.
- (e) If the deliverables submitted by the consultant are not acceptable to the Employer / CMC, reasons for such non-acceptance should be recorded in writing; the Employer shall not release the payment due to the consultant. This is without prejudicing the Employer's right to levy any liquidated damages under clause 10. In such case, the payment will be released to the consultant only after it re-submits the deliverable and which is accepted by the Employer.
- (f) All payments under this Contract shall be made to the accounts of the Consultant.
- (g) With the exception of the final payment under (c) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder, unless the acceptance has been communicated by the Employer to the consultant in writing and the consultant has made necessary changes as per the comments / suggestions of the Employer communicated to the Consultant.

- (h) In case of early termination of the contract, the payment shall be made to the consultant as mentioned here with: (i) Assessment should be made about work done from the previous milestone, for which the payment is made or to be made till the date of the termination. The consultant shall provide the details of persons reasonably worked during this period with supporting documents. Based on such details, the remuneration shall be calculated based on the man month rate as specified.
- (i) A reasonable assessment of the reimbursable and miscellaneous expenses shall be made based on details furnished by the consultant in this regard with supporting documents and based on the assessment of the work done and the respective rates as provided. Wherever such an assessment is difficult, the rates should be arrived at by calculating the amount on pro-rata basis. The total amount payable shall be the amount calculated as per (i) and (ii) above plus any applicable tax.

7. FAIRNESS AND GOOD FAITH

- 7.1 Good Faith:** The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
- 7.2 Operation of the Contract:** The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

8. SETTLEMENT OF DISPUTES

- 8.1 Amicable Settlement:** Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 15 days after receipt. If that party fails to respond within 15 days, or the dispute cannot be amicably settled within 30 days following the response of that party, clause GC 8.2 shall become applicable.

8.2 Arbitration: In the case of dispute arising upon or in relation to or in connection with the contract between the Employer and the Consultant, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. There shall be Arbitral Tribunal of three arbitrators of whom each party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Arbitration and Conciliation Act, 1996. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

8.3 Arbitration proceedings shall be held in Port Blair and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English..

8.4 The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Employer and the Consultant. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

9. Performance Guarantee

The Employer shall retain performance guarantee of 5 % of the total cost of the Services payable as set forth in Appendix D as per the consultant's proposal to the Employer and as negotiated thereafter. (the "Performance Security"), the Bank Guarantee substantially furnished in the form specified at Form Tech-16, to be appropriated against breach of this Agreement. The Performance Guarantee shall be returned to the Consultant at the end of 2 (two) months after the submission and acceptance of all deliverables and preparation of final bill. For the avoidance of doubt, the parties hereto expressly agree that in addition to appropriation of the amounts withheld hereunder, in the event of any default requiring the appropriation of further amounts comprising the Performance Guarantee, the Employer may make deductions from any subsequent payments due and payable to the Consultant hereunder, as if it is appropriating the Performance Guarantee in accordance with the provisions of this Agreement.

10. Liquidated Damages

- 10.1 The parties hereby agree that due to negligence of act of any party, if the other party suffers losses, damages the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and both the parties agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.
- 10.2 The amount of liquidated damages under this Contract shall not exceed 10 % of the total value of the contract as specified in Appendix D.
- 10.3 The liquidated damages shall be applicable under following circumstances:
- (a) If the deliverables are not submitted as per schedule as specified in clause 6.3, the Consultant shall be liable to pay 0.5% of the total cost of the services for delay of each week or part thereof.
 - (b) If the deliverables are not acceptable to the Employer as mentioned in Clause 6.3 (e), and defects are not rectified to the satisfaction of the Employer within 15 days of the receipt of the notice, the Consultant shall be liable for Liquidated Damages for an amount equal to 0.5% of total cost of the services for every week or part thereof for the delay.

11. Miscellaneous provisions:

- (i) "Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.
- (ii) Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- (iii) The Contractor/Consultant shall notify the Employer/ the ANIIDCO of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.
- (iv) Each member/constituent of the Contractor/Consultant, in case of a consortium, shall be jointly and severally liable to and responsible for all obligations towards the Employer/State Government for performance of works/services including that of its Associates/Sub Contractors under the Contract.
- (v) The Contractor/Consultant shall at all times indemnify and keep indemnified the Employer/State Government against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.

- (vi) The Contractor/Consultant shall at all times indemnify and keep indemnified the Employer against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Contractor's/Consultant's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Contractor/Consultant subject to a limit equal to two times of the contract value.
- (vii) The Contractor/ Consultant shall at all times indemnify and keep indemnified the Employer against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Contractor, in respect of wages, salaries, remuneration, compensation or the like.
- (viii) All claims regarding indemnity shall survive the termination or expiry of the Contract.
- (ix) It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the (Contractor/Consultant) for any engagement, service or employment in any capacity in any office or establishment of the State Government or the Employer.

III. Appendices

APPENDIX A – DESCRIPTION OF SERVICES

Note: This Appendix will include the final Terms of Reference worked out by the “Employer” and the Consultants during technical negotiations, dates for completion of various tasks, place of performance for different tasks/activities, specific tasks/activities/outcome to be reviewed, tested and approved by “Employer”, etc.

APPENDIX B – REPORTING REQUIREMENTS

Note: List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here “Not applicable.”

APPENDIX C – STAFFING SCHEDULE

(Include here the agreed (negotiated staffing schedule including the engagement of sub-contractors, if any).

APPENDIX D – COST ESTIMATES

(Include here the rates quoted in the financial proposal or the negotiated rates, whichever is applicable).

APPENDIX E – DUTIES OF THE “EMPLOYER”

(Include here the list of Services, facilities and property to be made available to the Consultant by the “Employer”).