



RFP for Operation and Management of Surmai Reef Guest House, Long Island, A&N Islands, through Public Private Partnership (PPP)

Andaman & Nicobar Islands Integrated Development Corporation Ltd. (ANIIDCO) invites RFP for Operation and Management of Surmai Reef Guest House, Long Island, A&N Islands, through Public Private Partnership (PPP). Details of the RFP can be obtained from the website <https://eprocure.andamannicobar.gov.in> and <https://aniidco.and.nic.in>

A pre bid meeting will be held at 04.00 pm on 18.11.2025 in the conference hall, Vikas Bhawan, ANIIDCO, Sri Vijaya Puram and the last date for submission of RFP is 3.00 pm on 22.12.2025.

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

General Manager (Projects)

F. No. 1-1798/ANIIDCO/Projects/2023-24/2439, Dt. 04.11.2025

महानिर्देशक (परियोजनाएँ)
General Manager (Projects)
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ANIIDCO Ltd., Sri Vijaya Puram.

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

A Government Undertaking

REQUEST FOR PROPOSAL (RFP)

**Operation and Management
of
Surmai Reef Guest House, Long Island
Andaman & Nicobar Islands
through
Public Private Partnership (PPP)**

RFP DOCUMENT

NIT No.1798/ANIIDCO/Projects/2023-24/2439

Issued on 04.11.2025

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

Disclaimer

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

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

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

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

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

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

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

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

Glossary

Agreement	<i>As defined in Clause 1.1.6</i>
A&N	<i>Andaman & Nicobar Administration</i>
ANI	<i>Union Territory of Andaman & Nicobar Islands</i>
ANIIDCO	<i>Andaman & Nicobar Islands Integrated Development Corporation Limited</i>
Annual Rent	<i>As defined in Clause 1.3.7</i>
Authority	<i>As defined in Clause 1.1.4</i>
AAT	<i>Average Annual Turnover</i>
Bid	<i>As defined in Disclaimer</i>
Bidder	<i>As defined in Clause 2.2.1 (a)</i>
Bidding Documents	<i>As defined in Clause 1.2.2</i>
Bid Due Date	<i>As defined in Clause 1.2.2</i>
Bidding Process	<i>As defined in Clause 1.3.4</i>
Bid Security	<i>As defined in Clause 2.19.1</i>
COD	<i>Commercial Operation Date</i>
Conditions of Eligibility	<i>As defined in Clause 2.2.1</i>
Conflict of Interest	<i>As defined in Clause 2.2.1 (e)</i>
Consortium	<i>As defined in Clause 2.2.1 (a)</i>
CRZ	<i>Coastal Regulation Zone</i>
Financial Bid	<i>As defined in Clause 1.3.4</i>
FY	<i>Financial Year</i>
GoI	<i>Government of India</i>
GST	<i>Goods and Service Tax</i>
H1 Bidder	<i>As defined in Clause 1.3.8</i>
INR, Rs.	<i>Indian Rupee(s)</i>
Jt. Bidding Agreement	<i>As defined in Clause 2.2.4 (e)</i>
LoA	<i>Letter of Award</i>
NoC	<i>No Objection Certificate</i>
Operator	<i>As defined in Clause 1.1.6</i>
PPP	<i>Public Private Partnership</i>
Project	<i>As defined in Clause 1.1.5</i>
Reserve Price	<i>As defined in Clause 1.3.7 (c)</i>
RFP	<i>As defined in Disclaimer</i>
RFP Document Fee	<i>As defined in Clause 1.3.2</i>
Selected Bidder	<i>As defined in Clause 3.6.2</i>
Surmai Reef	<i>As defined in Clause 1.1.1</i>
Technical Bid	<i>As defined in Clause 1.3.4</i>
Technically Qualified Bidders	<i>As defined in Clause 1.3.4</i>
Tie Bidders	<i>As defined in Clause 3.5.6</i>

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

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BID DATA SHEET

<i>Sl.No.</i>	<i>Description</i>	<i>Details</i>
1.	Project Name	Operation and Management of the Surmai Reef Guest House, Long Island Andaman & Nicobar Islands through Public Private Partnership (PPP)
2.	Bidding Process	Single Stage
3.	Type of Bidding	E-tender
4.	RFP Document Fee	Rs 5,900 (non-refundable)
5.	Bid Security	Rs 2.00 Lakh
6.	Performance Security	Equivalent to Annual Rent
7.	Bidding Parameter	Annual Rent
8.	Validity of Bids	120 days from the Bid Due Date
9.	Downloading of RFP Documents	04.11.2025, from https://eprocure.andamannicobar.gov.in
10.	Submission of queries/clarifications	on or before 17.11 2025 at aniidco@gmail.com
11.	Pre-Bid Meeting	18.11.2025 at 16.00 Hrs through video conferencing. The link for Pre-Bid meeting will be uploaded in the e-tender portal
12.	Response to Pre-Bid Queries	on or before 04.12.2025
13.	Nodal Officer	General Manager (Projects) Andaman & Nicobar Islands Integrated Development Corporation Ltd. (ANIIDCO) Vikas Bhawan, Post Box No. 180 Sri Vijaya Puram – 744101; Andaman and Nicobar Islands Ph.No: 03192-232098 aniidco@gmail.com
14.	Bid Due Date	22.12.2025; 15.00 Hrs
15.	Submission of Documents as per Clause 2.15.6	On or before Bid Due Date i.e 22.12.2025; 15.00 Hrs
16.	Opening of Technical Bids	22.12. 2025; 15.30 Hrs
17.	Opening of Financial Bids	To be informed to the Technically Qualified Bidders
18.	Letter of Award (LoA)	Within 15 days of opening of Financial Bids
19.	Signing of Agreement	To be finalized with Selected Bidder
20.	Contract Period	15 Years from Appointed Date

1 INTRODUCTION

1.1 Background

1.1.1 The Department of Forest and Environment, Andaman & Nicobar Administration (A&N), has been operating tented accommodation named Surmai Reef at Long Island (“**Surmai Reef**”). Long Island, an island of the Andaman Islands, part of North and Middle Andaman administrative district, is located 80 Km. north from Sri Vijaya Puram (erstwhile known as Port Blair).

1.1.2 The details of the property are given below:

Name	Surmai Reef Forest Guest House (GH)
Location	Long Island (Refer Annexure III)
Site Area	0.9764 Ha.
Operation Year	2016
Development Agency	Department of Forest and Environment, Andaman & Nicobar Administration
Facilities Available	06 Tented Accommodation; 01 Tree Top Hut; Kitchen-cum-Restaurant
Existing conditions	Site Photographs (Refer Annexure IV)

1.1.3 Hon'ble Lt. Governor, A&N has directed that Surmai Reef Guest House to be transferred (on lease) to Andaman & Nicobar Islands Integrated Development Corporation Limited (ANIIDCO), the nodal agency for tourism development in Andaman & Nicobar Islands, for its' upkeep, operation and maintenance.

1.1.4 The primary objective of ANIIDCO (the “**Authority**”) is to run, manage and administer hotels, catering establishments and similar tourism infrastructure for the promotion of tourism within the Union Territory (UT) of Andaman & Nicobar Islands (ANI). ANIIDCO is also playing a pivotal role in bringing in private capital for development of tourism infrastructure projects in the Islands. Requisite services are being provided to investors/developers for implementation of infrastructure and tourism projects.

1.1.5 With the objective of providing upgraded facilities to users, better management of the existing assets, promoting tourism and unlocking commercial value, the Authority is seeking private sector participation for operation and maintenance of the Surmai Reef GH (the “**Project**”). For this purpose, the Project shall be rented out to a private party on an “as-is-where-is” basis for a fixed Contract Period as specified in this RFP.

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

1.1.7 The Agreement sets forth the detailed terms and conditions for the grant of contract to the Operator, including the scope of the Operator's services and obligations (the “**Contract**”). A brief framework is given below:

ANIIDCO (Authority)	Operator
▪ Handover the Surmai Reef Guest House without any encumbrances on an “as-is-where-is” basis; ▪ No Objection Certificate (NoC) from Department of Forest and Environment, Andaman & Nicobar Administration for undertaking development works; ▪ Clearance for Change of Landuse (if any);	<u>Mandatory Obligations</u> a) Undertake renovation, refurbishment of existing 06 (six) Tented Accommodations along with the Kitchen-cum Dining areas and operate, maintain and manage these assets during the Contract Period; b) Undertake development of minimum additional 04 (four) Eco-Huts/Tented accommodations along with Additional Facilities (leisure & entertainment based activities) subject to Applicable Laws and RFP terms; c) Obtain CRZ Clearances; d) Obtain provision for additional Power and Water Supply The Area falls under the eco-sensitive zone, as such there are restriction on use of materials and technology for additional development works - no permanent construction is allowed within the Project Site. The Operator is only allowed to construct “temporary structures” - any ecotourism facility or structure will be subject to the provisions of the Forest (Conservation) Act 1980

1.1.8 The Estimated Project Cost is INR 2.00 Crore. However, there is no restriction on higher investments based on the Selected Bidder’s ‘Market Assessment’ and subject to the Applicable Laws. The Estimated Project Cost includes the Pre-Construction and upgradation Costs, development of additional 04 (our) Eco-Huts, Advance Rent, Interest during Construction etc. The assessment of actual costs, however, will have to be made by the Bidders.

1.1.9 The Contract Period is 15 (fifteen) years from the Appointed Date. At the end of the Contract Period, the Selected Bidder shall hand over the Project to the Authority, free of cost and free of all encumbrances, lien and mortgage.

1.1.10 Bids (e-Tender only) are invited from eligible Bidders for selection of Operator as per the terms of conditions provided elsewhere in the RFP.

1.2 Bidding Document

1.2.1 The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Operator set forth in the Agreement or the Authority’s rights to amend, alter, change, supplement or clarify the scope of works, the Contract to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.

- 1.2.2 The Authority shall receive bids pursuant to and in accordance with the terms set forth in this RFP and other documents provided by the Authority pursuant to this RFP, as modified, altered, amended and clarified from time to time by the Authority (collectively the **“Bidding Documents”**), and all bids shall be prepared and submitted in accordance with such terms on or before the bid due date specified in Bid Data Sheet (the **“Bid Due Date”**).

1.3 Brief Description of the Bidding Process

- 1.3.1 The Bidding Documents shall be available on the e-tender website <https://eprocure.andamannicobar.gov.in> and may be downloaded by the interested Bidders. The aforesaid documents and any addendum/corrigendum issued subsequent to this RFP shall be deemed to form part of the Bidding Documents.
- 1.3.2 Prior to participation in the Bidding Process, the Bidder shall pay (non-refundable) to the Authority a sum of Rs 5,000 + GST (18%) i.e. 5900/ (Five Thousand and Nine Hundred only), through NEFT/RTGS / or any other online payment facility as applicable, towards cost of the Bidding Documents (**“RFP Document Fee”**), in the Authority’s designated bank account. Details of designated bank account are as under:

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

- 1.3.3 Any bid not accompanied with RFP Document Fee in the acceptable amount and form will be summarily rejected by the Authority as being non-responsive and the bid of such Bidder shall not be evaluated further.
- 1.3.4 The Authority has adopted a single-stage, two-step process (collectively the **“Bidding Process”**) for selection of the Bidder for award of the Project. Bidder shall be examined as per the details submitted under technical bid (**“Technical Bid”**) with respect to eligibility and qualifications criteria prescribed in this RFP. The financial bid under the second step (**“Financial Bid”**) shall be opened only for the technically qualified bidders whose Technical Bids are responsive to eligibility and qualifications requirements as per this RFP (**“Technically Qualified Bidders”**).
- 1.3.5 Bidders would be required to submit the Financial Bid as per the format (BoQ) given in the e-tender website and as per the terms and conditions specified in the RFP.
- 1.3.6 Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Project including implementation thereof.
- 1.3.7 Bids are invited for the Project on the basis of the annual rent (**“Annual Rent”**) payable by the Bidder during the Contract Period. The Annual Rent shall constitute the sole criteria for evaluation of Bids. Subject to this RFP the Project will be awarded to the Bidder quoting the highest Annual Rent.

- a) Annual Rent shall be payable in accordance with the provisions of the Agreement;
 - b) The Annual Rent shall be exclusive of GST and all other taxes. The GST and all other taxes, if any shall be paid by the Selected Bidder/Operator;
 - c) The Reserve Price of the Annual Rent is INR 6.00 Lakhs (Rupees Six Lakhs Only) (“**Reserve Price**”);
 - d) The First Annual Rent should be paid before 7 (seven) days prior to the COD;
 - e) Subsequently, the Annual Rent shall be payable to the Authority on or before 30 (thirty) days prior to the start of every Financial Year in advance throughout the Contract Period;
 - f) The Annual Rent shall be increased by 10% (ten percent) once in every 3 (three) years over the previous year’s Rent on compound basis;
 - g) The Operator shall not be entitled to seek any reduction of Annual Rent, claim, damages, compensation or any other consideration from the Authority on account of any reason.
- 1.3.8 The Technically Qualified Bidder whose Financial Bid is determined to be highest and responsive shall be considered as the Selected Bidder (the “**H1 Bidder**”). The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in the RFP, be invited to match the Bid submitted by the H1 Bidder in case such H1 Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the H1 Bidder, the Authority may, in its discretion, annul the Bidding Process.
- 1.3.9 The Operator shall have the sole and exclusive right to demand, collect and appropriate revenue/user charge from the Project, during the Contract Period at prevailing market rates in accordance with Applicable laws, Good Industry Practice and more particularly, in accordance with the terms set out under the Agreement.
- 1.3.10 Interested Bidders are invited to submit their bid in accordance with the terms specified in this RFP. The bids shall be valid for a period of not less than 120 (one hundred twenty) days from the Bid Due Date.

2 INSTRUCTIONS TO BIDDERS

2.1 Scope of Bids

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

2.2 Eligibility of Bidders

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

General Eligibility

- a) The Bidder may be a single entity, or a group of entities (“**Consortium**”). However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be a member of another Bidder. The term Bidder used herein would apply to both a single entity and a Consortium (“**Bidder**”);
- b) A Bidder may be a natural person, private entity, government-owned entity, or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.2.4 below;
- c) For Bidders from a country which shares a land border with India, OM No. 7/10/2021-PPD dated February 23, 2023 of Ministry of Finance, Department of Expenditure, Procurement Policy Division, Government of India, as amended from time to time, shall apply;
- d) The Bidder shall be legally competent to enter into an Agreement as per prevailing Indian law;
- e) A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified;
- f) The Bidder shall not have been blacklisted by any Government Agency, or proved to have indulged in serious fraudulent practices by a Court of Law or an independent Commission of Inquiry in India or abroad at the time of Bid Due Date.

2.2.2 Technical and Financial Eligibility

- a) The Bidder must be in a similar business in the last 3 (three) financial years immediately preceding the Bid Due Date;
Experiences in hospitality industry i.e. hotels, resorts, restaurants, holiday centers, clubs, theme parks, lodging, running bread and breakfast scheme, and other short-stay accommodations, including event management and planning.
- b) The Bidder shall have positive networth immediately preceding the last FY of Bid Due Date;
- c) The Bidder shall have a minimum average Annual Turnover of INR 1.00 Crore (Rupees One Crore) only from the activities mentioned in Clause 2.2.2 (a) in the last three financial years preceding the Bid Due Date

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

2.2.4 In case the Bidder is a Consortium, it shall, comply with the following additional requirements:

- a) Number of members in a Consortium shall not exceed 2 (two) including the Lead Member;
- b) the term Bidder, shall include each member of such Consortium;

- c) the Bid should include a brief description of the roles and responsibilities of members, particularly with reference to financial, technical and operation & maintenance obligations;
- d) The nomination for Lead Member shall be supported by a Power of Attorney, as per the format at Annexure-I - Form-4, signed by all the other members of the Consortium;
- e) members of the Consortium shall have entered into a binding Joint Bidding Agreement, substantially in the form specified at Form-5: Annexure-I (the “**Joint Bidding Agreement**”), for the purpose of making the Bid and submitting a Bid.
- f) The Lead Member of the Consortium should confirm unconditional acceptance of full responsibility for executing the Project and meeting of all obligations of this RFP. This confirmation should be furnished as part of the Technical Bid;
- g) The Lead Member shall be responsible for discharging all responsibilities related to the Bidding Process;
- h) The Technical and Financial Capacity of all the Members of Consortium would be taken into account for satisfying the Eligibility Criteria;

2.3 Change in composition of the Consortium

2.3.1 Where the Bidder is a Consortium, change in composition of the Consortium may be permitted by the Authority, only where:

- a) the Lead Member continues to be the Lead Member of the Consortium;
- b) the substitute is at least equal, in terms of Technical Capacity or Financial Capacity, to the Consortium Member who is sought to be substituted and the modified Consortium shall continue to meet the eligibility criteria for Bidders.

2.3.2 The Bidder must submit its application for change in composition of the Consortium to the Authority along with the modified/ reconstituted Jt. Bidding Agreement and a Power of Attorney, substantially in the form at Annexure I: Form 4&5.

2.4 Contents of the RFP

2.4.1 This RFP comprises the Disclaimer set forth hereinabove, the Terms and Conditions of the Agreement and the contents as listed below and will additionally include any Addendum/ Amendment issued in accordance with Clause 2.11:

Request for Proposal Document	
Part I	Request for Proposal
1	Introduction
2	Instructions to Bidders
3	Evaluation Process
4	Fraud and Corrupt practices
5	Miscellaneous
Annexures	
Annexure - I	Technical Bid
Form 1	Letter comprising the Technical Bid
Form 2	Particulars of the Bidder
Form 3	Power of Attorney (PoA) for signing of Bid
Form 4	Power of Attorney for Lead Member of Consortium

Form 5	Joint Bidding Agreement for Consortium
Form 6	Financial Capacity of the Bidder
Form 7	Details of Similar Experiences
Form 8	Bank Guarantee Format for Bid Security
Annexure-II	Financial Bid
Form 1	Financial Bid Format
Annexure-III	Project Information
Annexure-IV	Site Photographs
Rent Agreement	
Schedule 1	Details of Surmai Reef
Schedule 2	Details of Facilities
Schedule 3	Performance Security
Schedule 4	Format for Letter of Authorization
Schedule 5	Guidelines on Measures

2.5 Number of Bids

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

2.6 Cost of Bid

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

2.7 Site Visit and Verification of information

2.7.1 Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, weather data, Applicable Laws and regulations, and any other matter considered relevant by them.

2.8 Acknowledgement by Bidder

2.8.1 It shall be deemed that by submitting the Bid, the Bidder has:

- a. made a complete and careful examination of the RFP Document;
- b. received all relevant information requested from the Authority;
- c. acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP Document or furnished by or on behalf of the Authority or relating to any of the matters referred to in Clause 2.7 above;
- d. acknowledged that it does not have a Conflict of Interest; and
- e. agreed to be bound by the undertaking provided by it under and in terms hereof.

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

2.9 Right to Reject any or all Bids

- 2.9.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all Technically Qualified Bidders Bidders to submit fresh Bids hereunder.
- 2.9.2 Without prejudice to the generality of Clause 2.9.1, the Authority reserves the right to reject any Bid if:
- a. at any time, a material misrepresentation is made or discovered, or
 - b. the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.

Such mis-representation/improper response by the Bidder may lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium may be disqualified/ rejected.

- 2.9.3 If such disqualification / rejection occurs after the Bids have been opened and the Selected Bidder gets disqualified /rejected, then the Authority reserves the right to consider the next ranked Bidder, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.
- 2.9.4 Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.
- 2.9.5 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP. Any such verification or lack of such verification by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

2.10 Clarifications

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

2.11 Amendment of RFP

- 2.11.1 At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.

2.11.2 All such amendments will be posted on the e-tender Website along with the revised RFP containing the amendments and will be binding on all Bidders.

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

2.12 Correspondence with the Bidder

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

2.13 Language

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

2.14 Format and Signing of Bid

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

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

2.15 Submission of Bids

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

2.15.2 The Documents listed at Clause 2.15.4 and other supporting documents shall be prepared, scanned and converted to a single file (in PDF format) and uploaded during the on-line submission of Bid.

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

2.15.4 The Bidder shall submit the Technical Bid ¹ through e-procurement portal <https://eprocure.andamannicobar.gov.in/> along with supporting documents as appropriate.

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

¹Refer the instructions for On-line submission of Bid at <https://eprocure.andamannicobar.gov.in/>

		<i>cost of RFP Document;</i> b) <i>Scanned Copy of Bid Security of required amount in the form of RTGS/NEFT transfer or Bank Guarantee in the format at Annexure I: Form 8 from a Nationalized or Scheduled Bank</i>
Form 2	Details of the Bidder	a) <i>Organizational details;</i> b) <i>Documents certifying Bidder's legal status - Certificate of Incorporation, AoA & MoA in case of Company or other Registration Certificate as applicable;</i> c) <i>PAN and GST Certificate</i> <i>(in case of Consortium, details of all the Members)</i>
Form 3	Power of Attorney (PoA) for Authorized Representative for signing the Bid	a) <i>To be certified by a notary public;</i> <i>Attach a copy of appropriate resolution certified by Company Secretary conveying such authority in lieu of the Power of Attorney;</i>
Form 4	Power of Attorney (PoA) for Lead Member of the Consortium	a. <i>To be certified by a notary public</i> b. <i>Board Resolution</i>
Form 5	Joint Bidding Agreement	a. <i>Board Resolution</i> b. <i>Copy of the Joint Bidding Agreement</i>
Form 6	Financial Capacity of the Bidder	a) <i>Certificate from Statutory Auditor regarding Annual Turnover & Networth.</i> <i>Attach IT Return Certificates, Audited Annual Accounts for the last three (3) FYs preceding Bid Due Date</i> <i>(in case of Consortium details of all the Members)</i>
Form 7	Experience of Similar Projects	a) <i>Similar Experiences</i>
Form 8	Bank Guarantee	<i>Format for BG</i>

2.15.5 Financial Bid

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

2.15.6 The Bidders shall be required to submit originals of documents (as required under Clause 2.15.4) listed below in a sealed envelope prior to the Bid Due Date:

- a) PoA for Authorised Representative for signing the Bid;
b) PoA for Lead Member of the Consortium (if applicable);
c) Joint Bidding Agreement (if applicable); and
d) Original Bid Security (if applicable).

The envelope specified in this Clause shall clearly bear the following identification:

“Enclosures - Operation and Management of the Surmai Reef Guest House, Long Island Andaman & Nicobar Islands through Public Private Partnership (PPP)”

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

- 2.15.7 All communications/submissions shall be addressed to the Nodal Officer at Bid Data Sheet.

2.16 Bid Due Date

- 2.16.1 Bid should be submitted before the Bid Due Date specified at Bid Data Sheet in the manner and form as detailed in this RFP Document. The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.11 uniformly for all Bidders.
- 2.16.2 The Authority shall not be responsible for any non-receipt/non submission of any Bid due to any technical issue at e-procurement portal. The Bidders are requested to make online submission well in advance.

2.17 Late Bids

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

2.18 Modification/ substitution/ withdrawal of Bids

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

2.19 Bid Security

- 2.19.1 The Bidder shall furnish as part of its Bid, a bid security of INR 2.00 Lakhs only (Rupees Two Lakh only), through NEFT/RTGS/any other online payment facility or in the form of a bank guarantee issued by a Nationalized or a Scheduled Bank in India, in favour of the Authority in the format at Annexure 1: Form 8 (the “**Bid Security**”) and having a validity period not less than 120 (one hundred twenty) days from the Bid Due Date, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. Any Bid not accompanied by the Bid Security shall be summarily rejected as non-responsive.
- 2.19.2 Save and except as provided in Clauses above, the Bid Security of unsuccessful Bidders shall be returned, without any interest, as promptly as possible on signing the Agreement with the Selected Bidder or when the Bidding process is canceled by the Authority, and in any case within 120 (one hundred twenty) days from the Bid Due Date.
- 2.19.3 The Bid Security shall be forfeited and appropriated by the Authority as compensation and damages payable to the Authority for inter alia, time, cost and effort of the Authority without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise, under the following conditions:
- a) If an Bidder submits a non-responsive Bid;

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

3 EVALUATION PROCESS

3.1 Contacts during Bid Evaluation

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

3.2 Clarifications

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

3.3 Opening of Technical Bids

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

3.4 Tests of Responsiveness

- 3.4.1 As a first step towards evaluation of Bids, the Bidding Committee shall determine whether each Bid is responsive to the requirements of this RFP. Bid shall be considered responsive only if:
- a) The Technical Bid is received online as per the format at Annexure-I;
 - b) Documents listed at Clause 2.15.5 are received physically;
 - c) Bid is accompanied with RFP Fee and Bid Security as specified in RFP;
 - d) it is accompanied by the Power(s) of Attorney; and

- e) it contains all the information (complete in all respects) as requested in this RFP and/or RFP Documents (in formats same as those specified); and
- f) it does not contain any conditions or qualifications; and
- g) it is not non-responsive in terms hereof.

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

3.4.3 The Authority will subsequently examine the Technical Bids to assess the capability and potential of the Bidders to execute the Project. Based on the evaluation, the Bidding Committee shall prepare a list of Technically Qualified Bidders. The Authority's decision regarding this shall be final and binding on the Bidders.

3.5 Opening of Financial Bids

3.5.1 The Technically Qualified Bidders shall be notified and informed of the date and time of opening of Financial Bids.

3.5.2 Financial Bid of Technically Qualified Bidders shall be opened in the presence of the representatives of Technically Qualified Bidders, who choose to attend. The Financial Bid shall be read out and recorded.

3.5.3 A detailed examination of Financial Bid would be done to ensure that the rate quoted is free from computational errors. The Financial Bid having computational error(s) will be deemed as non-responsive.

3.5.4 The Financial Bids would then be ranked in descending order, with the Bidder quoting the Highest Annual Rent shall be ranked First (H1 Bidder) and the Bidder quoting the second highest (H2 Bidder) and so on.

3.5.5 All the Technically Qualified and ranked Bidders shall be kept in reserve and may be invited in its discretion for negotiations in case the H1 Bidder withdraws or fails to comply with the requirements specified in the RFP Document.

3.5.6 In the event that two or more Bidders whose Financial Bid are same, (the “**Tie Bidders**”) then the Authority reserves the right either to:

- a) invite fresh Financial Bids from these Bidders; or
- b) identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend; or
- c) take any such measure as may be deemed fit in its sole discretion, including annulment of the Bidding Process

3.6 Selected Bidder

3.6.1 The Authority retains the right to negotiate with the H1 Bidder. The Authority however, does not bind itself to accept the most preferred bid before or after the negotiations and it reserves the right to accept or reject any Bid, in whole or in part. The negotiations shall include discussions of the Authority's inputs, the Conditions of the Agreement, and finalizing the “Scope of the Agreement”. These discussions shall not substantially alter the original scope of the Project under the terms of the Agreement.

- 3.6.2 The Authority, after negotiation, shall declare the selected bidder (“**Selected Bidder**”) and its bid is most favourable as per the provisions of RFP.

3.7 Letter of Award (LoA)

- 3.7.1 The Selected Bidder shall be notified in writing by the Authority as evidenced by issue of Letter of Award (LoA).
- 3.7.2 The Selected Bidder shall confirm his acceptance of the LoA issued by the Authority within 7 (seven) days as evidenced by signing and sending a copy of the LoA issued. In the event the duplicate copy of the LoA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder on account of failure of the Selected Bidder to acknowledge the LoA, and the next Bidder may be considered.
- 3.7.3 After the acknowledgement of the LoA as aforesaid by the Selected Bidder, it shall execute the Agreement within the period prescribed in Bid Data Sheet or within such further time as the Authority may agree to in its sole discretion. The Selected Bidder shall not be entitled to seek any deviation in the Agreement.
- 3.7.4 The Authority will notify other Bidders that their Bids have not been accepted and their Bid Security will be returned as promptly as possible as set out in various provisions in this RFP documents.
- 3.7.5 The LoA may be awarded even in the case of a single Technically Qualified Bidder, at the discretion of the Authority.

4 FRAUD AND CORRUPT PRACTICES

4.1 General

- 4.1.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority may reject the bid without being liable in any manner whatsoever to the bidder if it determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- 4.1.2 Without prejudice to the rights of the Authority under Clause 4.1.1 hereinabove, if a Bidder is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Bidder shall not be eligible to participate in any Tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.1.3 For the purposes of this Section 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- a) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting,

directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LoA or has dealt with matters concerning the Agreement or arising there from, before or after the \ execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted of this RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LoA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LoA or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

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

5 MISCELLANEOUS

5.1 Pre-Bid Meeting

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

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

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

5.2 Confidentiality

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

5.3 Proprietary Data

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

5.4 Other Conditions

- 5.4.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at [Sri Vijaya Puram] shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.
- 5.4.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- a) suspend and/or cancel the Bidding Process and/or amend and/or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - b) retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Bidder;
 - c) and/or independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.
- 5.4.3 Any information contained in the bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it under the Bidding Process on the basis of such information.
- 5.4.4 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any bid without assigning any reason.

- 5.4.5 It shall be deemed that by submitting the Bid, the Bidder agrees and release the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

ANNEXURES

Annexure - I

Form 1

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

Dated:

To

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

Sub: RFP for Operation and Management of the Surmai Reef Guest House, Long Island Andaman & Nicobar Islands through Public Private Partnership (PPP)

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

2. All information provided in the RFP and in the Appendices is true and correct.
3. This statement is made for the express purpose of qualifying as a Bidder for **selection of Operator for Operation and Management of the Surmai Reef Guest House, Long Island Andaman & Nicobar Islands through Public Private Partnership (PPP) ("Project")**;
4. We are bidding as Single Bidder / Consortium. The names of our Consortium Members are as follows: (Please provide names)
 - a) _____
 - b) _____
5. I/We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
6. I/We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
7. I/We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders.
8. I/We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
9. I/We declare that:
 - a. We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority; and
 - b. We do not have any Conflict of Interest as defined in the RFP ;
 - c. We have not directly or indirectly or through an agent engaged or indulged in

- any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP, in respect of any tender or RFP issued by or any agreement entered into with the authority or any other public sector enterprise or any Government Central or State; and
- d. We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
 - e. the undertakings given by us along with the Bid in response to the RFP for the Service are true and correct as on the date of making the Bid and are also true and correct as on the Bid Due Date and We shall continue to abide by them.
10. We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Service or which relates to a grave offence that outrages the moral sense of the community.
 11. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us.
 12. We further certify that no investigation by a regulatory authority is pending either against us/ any Member of the Consortium.
 13. We further certify that we are not disqualified in terms of the additional criteria specified by the Department of Disinvestment in their *OM No. 6/4/2001-DD-II dated July 13, 2001*.
 14. We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
 15. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Agreement and the terms and implementation thereof.
 16. In the event of being declared as the Selected Bidder, We agree to enter into a Agreement in accordance with the RFP. We agree not to seek any changes in the aforesaid Agreement and agree to abide by the same.
 17. We have studied the RFP Documents carefully and also surveyed the identified sites, existing traffic, and related infrastructure. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of Agreement.
 18. The Annual Rent has been quoted by us after taking into consideration all the terms and conditions stated in the RFP, our own estimates of costs and traffic and after a careful assessment of the site and all the conditions that may affect the Bid.
 19. We offer a Bid Security of [**INR 2.00 Lakhs**] to the Authority in accordance with the RFP.
 20. We agree and understand that the Bid is subject to the provisions of the RFP Documents. In no case, we shall have any claim or right of whatsoever nature if the Agreement is not awarded to us or our Bid is not opened.
 21. We agree to keep this offer valid for 120 (one hundred twenty) days from the Bid Due Date specified in the RFP.

- 22. We agree and undertake to abide by all the terms and conditions of the RFP.
- 23. The Bid is unconditional and unqualified.

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

Yours faithfully,

(Signature of the Authorised signatory)

(Name and designation of the of the Authorised signatory)

Name and seal of Bidder/Lead Member

Date:

Place:

Form 2

ANNEXURE-I
Particulars of the Bidder

1.	Name of the Bidder	
2.	Legal status	▪ Sole Proprietor ▪ Partnership ▪ Private Company ▪ LLP
3.	Country of incorporation Date of incorporation and/ or commencement of business	Please attach: ▪ <i>Copy of Certificate of Incorporation and Memorandum of Association issued by Registrar of Companies (in case of Company) or Partnership Deed and valid registration certificate with the Registrar of Firms in case of Partnership Firms or any other relevant Certificate to claim legal entity of the Bidder;</i> ▪ <i>Permanent Account Number (PAN) issued by the Income Tax Department</i> ▪ <i>GST registration certificate</i>
4.	Registered address/ Corporate headquarters and its branch office(s), if any <i>In case of non-Indian companies, does the Bidder have business presence in India?</i>	
5.	Brief description of the Bidder	Details of its main lines of business ▪ <i>Organization Chart showing the structure of the organization, including the names of the Directors/Partners (as applicable);</i> ▪ <i>Organizational Certificates (if any)</i>
6.	Particulars of the Authorised Signatory	Name: Designation: Address: Mobile Number: E-Mail Address:
7.	Has the Bidder been barred/ blacklisted by any Government Department/Public Sector Undertaking, from participating in any project/Service?	Yes/No Self-certificate regarding blacklisting of the company
8.	If the answer to 7 is yes, does the bar subsist as on the Bid Due Date?	Yes/No

9.	Has the Bidder, suffered bankruptcy/insolvency in the last three years?	Yes/No
	Note: If answer to any of the questions at (7) to (9) is yes, the Bidder is not eligible for this Bid.	
	In case of a Consortium: <i>a) The information above {Sl. No. 1-9} should be provided for all the Members of the Consortium;</i> <i>b) A copy of the Joint Bidding Agreement;</i> <i>c) Power of Attorney for Lead Member of the Consortium</i>	

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

(Signature of the Authorised signatory)

(Name and designation of the of the Authorised signatory)

Name and seal of Bidder

Date:

Place:

Form 3

ANNEXURE-I
Power of Attorney for signing the Bid

Know all men by these presents, I/we, (name of Bidder and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr /Ms..... son/daughter/wife and presently residing at, who is presently employed with us/ the Lead Member of our Consortium and holding the position of as our true and lawful attorney (hereinafter referred to as the “**Authorised Representative**”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for **Operation and Management of the Surmai Reef Guest House, Long Island Andaman & Nicobar Islands through Public Private Partnership (PPP) (“Project”)** proposed to be implemented by the [Andaman & Nicobar Islands Integrated Development Corporation Ltd.], (“**Authority**”) including but not limited to signing and submission of Bids and other documents and writings, participating in pre-Bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our Bid and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,THE ABOVE NAMED PRINCIPAL
 HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS
 DAY OF, 2025.

For

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarised

Accepted

.....

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

Notes:

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

Form 4

ANNEXURE-I
Power of Attorney for Lead Member of Consortium

Whereas the **Andaman & Nicobar Islands Integrated Development Corporation Ltd.** (“**Authority**”) has invited bids for **Operation and Management of the Surmai Reef Guest House, Long Island Andaman & Nicobar Islands through Public Private Partnership (PPP)** (“**Project**”).

Whereas,

_____, and

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

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

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, _____ having our registered office at _____ and M/s. _____, having our registered office at _____, [the respective names and addresses of the registered office] (hereinafter collectively referred to as the “**Bidder**”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s _____, having its registered office at _____, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “**Attorney**”) and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all bids and other documents and writings, participate in bidders’ and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and/ or upon award thereof till the Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by

our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____ 2025.

For	
(Signature, Name & Title)	
For	
(Signature, Name & Title)	
For	
(Signature, Name & Title)	

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

Accepted Notarized

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

Witnesses:

- 1.
- 2.

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

ANNEXURE-I**Joint Bidding Agreement for Consortium***(To be executed on Stamp paper of appropriate value)*

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 2024.

AMONGST

1. {.....} and having its registered office at (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {.....} and having its registered office at (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRST and SECOND are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”

WHEREAS,

- A. **The Andaman & Nicobar Islands Integrated Development Corporation Ltd.**, represented by its Managing Director and having its principal office at Vikas Bhawan, PB No.180, Sri Vijaya Puram: 744101, Andaman & Nicobar Islands (hereinafter referred to as the “**Authority**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bids (the “**Bid**”) by its Request for Proposal No. dated(the “**RFP**”) for **Operation and Management of the Surmai Reef Guest House, Long Island Andaman & Nicobar Islands through Public Private Partnership (PPP) (“Project”)**.
- B. The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP and other bid documents in respect of the Project, and
- C. It is a necessary condition under the RFP that the members of the Consortium shall enter into a Joint Bidding Agreement (“**Consortium Agreement**”) and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:**1. Definitions and Interpretations**

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

2. Consortium

- 2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process for the Project.
- 2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other Consortium constituted for this Project, either directly or indirectly.

3. Covenants

- 3.1 The Parties hereby undertake that in the event the Consortium is declared the Selected Bidder and awarded the Project, it shall enter into a Agreement with the Authority and for performing all its obligations as the Operator in terms of the Agreement for the Project.

4. Role of the Parties

- 4.1 The Parties hereby undertake to perform the roles and responsibilities as described below:
 - a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from other party for conducting all business for and on behalf of the Consortium during the Bidding Process and until the “COD” under the Agreement when all the obligations of the Operator shall become effective;
 - b) Party of the Second Part shall be {the };

5. Joint and Several Liabilities

- 5.1 The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Agreement, till such time as the “COD” for the Project is achieved under and in accordance with the Agreement.

6. Representation of the Parties

- 6.1 Each Party represents to the other Parties as of the date of this Consortium Agreement that:
 - a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Consortium Agreement;
 - b) The execution, delivery and performance by such Party of this Consortium Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Consortium Agreement for the delegation of power and authority to execute this Consortium Agreement on behalf of the Consortium Member is annexed to this Consortium Agreement, and will not, to the best of its knowledge:
 - 1. require any consent or approval not already obtained;
 - 2. violate any Applicable Law presently in effect and having applicability to it;
 - 3. violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - 4. violate any clearance, permit, concession/lease, grant, license or other governmental authorisation, approval, judgement, order or decree or

- any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
5. create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
 - c) this Consortium Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
 - d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Consortium Agreement.

8. Termination

- 8.1 This Consortium Agreement shall be effective from the date hereof and shall continue in full force and effect until the "COD" of the Project is achieved under and in accordance with the Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for award of the Project, the Consortium Agreement will stand terminated in case the Bidder is not selected or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

9. Miscellaneous

- 9.1 This Consortium Agreement shall be governed by laws of India.
- 9.2 The Parties acknowledge and accept that this Consortium Agreement shall not be amended by the Parties without the prior written consent of the Authority.

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

SIGNED, SEALED AND DELIVERED		SIGNED, SEALED AND DELIVERED	
For and on behalf of			
LEAD MEMBER		SECOND PART	
(Signature)		(Signature)	
(Name)		(Name)	
(Designation)		(Designation)	
(Address)		(Address)	
In the presence of:			
1.			
2.			

Notes:

- *The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.*

Form 6

ANNEXURE-I
Financial Capacity of Bidder

*(On Statutory Auditor's Letterhead)
 [In case of Consortium, all Members should provide
 Net worth and Annual Turnover Certificate]*

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

The Net worth of the Bidder (name of the Bidder) as on [_____] as per Audited statement is as follows:

Year (as mentioned in or equivalent)*	Net worth or Operational Profit (INR Crore)**
March 31, 2025	

*To be provided from latest available Audited statement

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

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

Annual Turnover (Rs Crore)	2024-25	2023-24	2022-23
Average Annual Turnover (Rs Crore)			

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

(Signature of the Authorised signatory)

(Name and designation of the of the Authorised signatory)

Name and seal of Bidder/Lead Member

Date:

Place:

ANNEXURE-I
Experience of Similar Business

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

- *The Bidder should furnish the details of similar business for the last 3 (three) financial years immediately preceding the Bid Due Date;*

(Signature of the Authorised signatory)

(Name and designation of the of the Authorised signatory)

Name and seal of Bidder/Lead Member

Date:

Place:

Form 8

ANNEXURE-I
Format for Bank Guarantee
{Guarantor letterhead or SWIFT identifier code}

Guarantor	<i>insert Bank's Name, and Address of Issuing Branch or Office</i>
Beneficiary	ANIIDCO Ltd. , Vikas Bhawan, PB No.180, Sri Vijaya Puram: 744101, Andaman & Nicobar Islands, India
Issuance Date	
BG No	

We have been informed that _____ *[name of Firm/Company]* (hereinafter called the "Bidder") has applied for the **RFP No.:/...../2025, [.....] dated: 2025** with the Beneficiary, for selection of Operator for **Operation and Management of the Surmai Reef Guest House, Long Island Andaman & Nicobar Islands through Public Private Partnership (PPP) ("Project")**.

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

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

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

This guarantee shall expire that the selection of Bidder completed on the day of 2025². Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

[signature(s)]

²Insert the expected expiration date. In the event of an extension of the time of the RFP, the Beneficiary would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee

Form 1**ANNEXURE-II**
Format for Financial Bid

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

Operation and Management of the Surmai Reef Guest House
Long Island, Andaman & Nicobar Islands
through Public Private Partnership (PPP)

Annual Rent	
Rs. _____	In figures

The Annual Rent shall be exclusive of GST and all other taxes.
The GST and all other taxes, if any shall be paid by the Selected Bidder

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

Name and seal of Bidder

Date:
Place:

ANNEXURE III

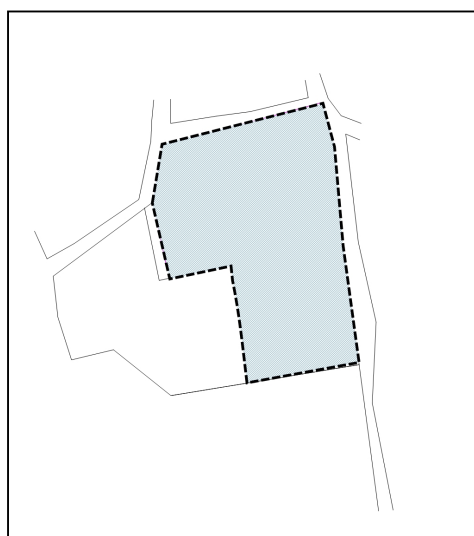
6 SURMAI REEF GH

6.1 Project Details

6.1.1 The Department of Forest and Environment, ANI, has been operating the tented accommodation named Surmai Reef at Long Island. Hon'ble Lt. Governor, ANI has directed that Surmai Reef Guest House in Long Island (“**Surmai Reef GH**”) to be transferred to ANIIDCO for its upkeep, operation and maintenance. With the objective of providing upgraded facilities to users, better management of the existing assets, promoting tourism and unlocking commercial value, ANIIDCO is seeking private sector participation for renovation, finance, operate, maintain, and manage of the Surmai Reef. For this purpose, the Surmai Reef shall be rented out to a private operator on an “as-is-where-is” basis for a fixed Contract period.

6.1.2 The details of the Project Assets are given below:

Site Area	0.9764 Ha.
Year of Development	2016
Facilities Available	06 Tented Accommodation; 01 Tree Top Hut; Kitchen-cum-Restaurant Areas
Existing conditions	Site Photographs (Refer Annexure IV)
Total Investment till date	INR 93.00 Lakhs



6.2 Long Island

6.2.1 Long Island falls in the Middle Andaman district, 12.5 Kms from the nodal town of Rangat. Being a former focal area of timber logging and plywood factory, the island, until 1989-90, was the headquarters of the Divisional Forest Office. In 2001, the Hon. Supreme Court imposed a ban on timber extraction, leading to shutdown of timber extraction in Long Islands. The northern and central parts of the island are covered by tropical evergreen forests, while the southern part is primarily composed of forest plantations and agricultural land. Mangrove forests occur on the northern and western coasts.

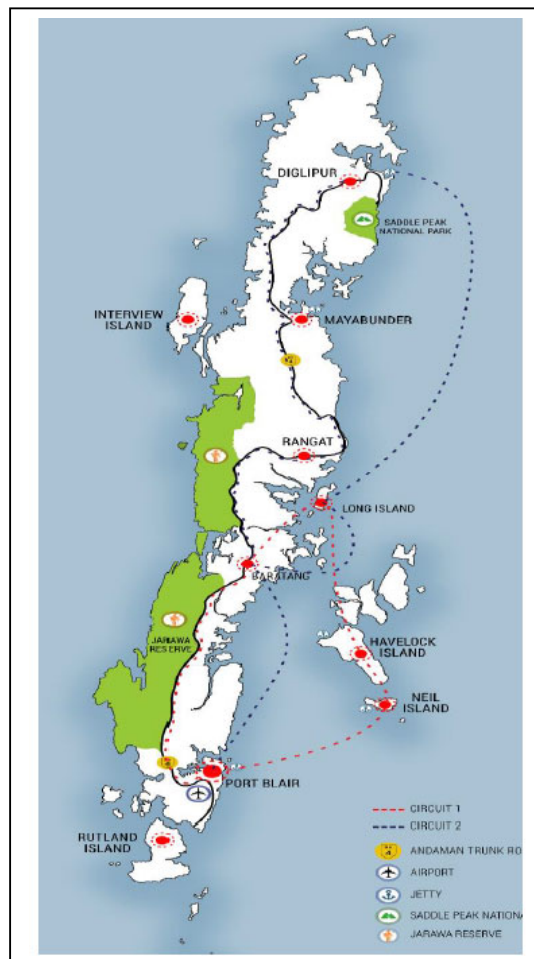


6.3 Potential

6.3.1 Long Island in Andaman is one of the most off-beat locations in the archipelago. This destination is not yet popular amongst tourists due to its' remote locality, poor connectivity and limited accommodation availability.

6.3.2 Long Island can be reached by:

- a) By road from Sri Vijaya Puram to Yeratta (160 kms.) and then by boat from Yeratta to Long Island (9 - 10 kms). At present, two ferries are operational every day from Yeratta to Long Island & back;
- b) By sea from Sri Vijaya Puram (82 kms.). The Directorate of Shipping Services, Andaman & Nicobar Administration (DSS) operates daily ships to Long Island via Swaraj Dweep which takes about 5 hours;
- c) Long Island has also a helipad, however, there are no scheduled helicopter service. The Government of India (GoI) is planning to connect Long Island by seaplane under the UDAN Scheme.

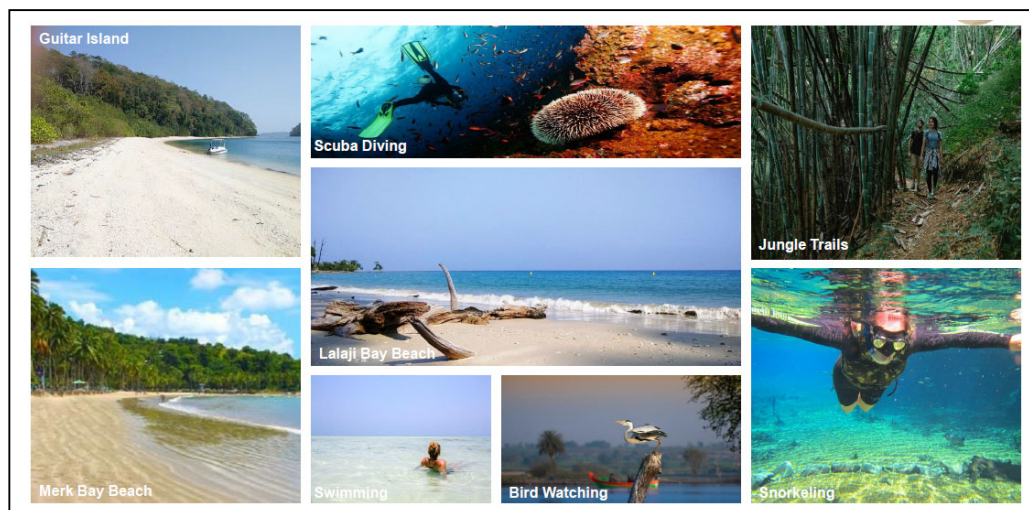


6.3.3 Accommodation options here are limited in the island. The private resort, Blue Planet, can host up to 25 people, ensuring an intimate and exclusive experience. Additionally, there are forest and tourism guest houses (Tapovan Forest Guest House, Vanashree Guest House and APWD Inspection Bungalow) available, but they need to be booked in advance and are mainly reserved for government officials.

6.3.4 Although it's a secluded destination, Long Island offers a delightful escape for those seeking tranquility and beach fun. The Island can be considered as the gateway to many hidden and unexplored beaches like Lalaji Bay Beach, Guitar Island and Mark Bay Beach at North Passage Island. The exotic and untouched virgin beaches and the lush green tropical forests make it a perfect combo for natural rejuvenation and it is a golden feather in the crown of Andamans. It can also be considered a paradise for bird lovers if visited during the right season and has a unique marine ecosystem too.

- a) Relax at the Beach;
- b) Snorkel at Merk Bay or Lalaji Bay - a paradise for underwater enthusiasts with colorful coral reefs and abundant marine life;
- c) Trekking in Long Island: Adventure through enchanting Jungle Paths;

- d) a paradise for Scuba divers;
- e) Bird watching - home to a diverse array of bird species, each with its unique charm



6.3.5 Long Island holds importance in the regional setting, as it is part of the one of the most popular tourist circuits (Sri Vijaya Puram- Neil- Havelock- Long Island- Baratang) in the North and Middle Andaman administrative district. Due to the firm demography base, Long Island has the potential to become a model village to sustain a culture of cooperative living for inclusive and rapid development as well as a unique model for a carbon neutral village. This in turn will open the possibility of developing homestays and bed & breakfast clusters which will lead to development of auxiliary facilities.

6.3.6 In order to enhance the tourist experience, ANIIDCO has envisaged developing a Five-Star Eco Resort in the island. ANIIDCO has identified site admeasuring 42 Hectare (Ha) on Long Island located at Lalaji Bay beach about 6.50 km from the Long Island Jetty. As per the project conceptualization and financial feasibility carried out, the maximum inventory of 220 keys of three different typologies as potential development has been identified as part of the five-star eco-tourism development at proposed site on the island.

6.4 Scope of the Project

6.4.1 ANIIDCO intends to engage an Operator for the Operation and Maintenance (O&M) of Surmai Reef GH, Long Island. The Operator shall be selected through a transparent bidding process and thereafter ANIIDCO shall enter into an Agreement for Operation and Management of Surmai Reef GH.

6.4.2 The Authority shall hand over the Surmai Reef GH on an as-is where-is basis to the Operator.

6.4.3 The existing tented accommodations of Surmai Reef GH is more than 8 years old and requires immediate renovation works, including structural repairs, electrification, plumbing, interior and furnishing of tents, site development works, landscaping, etc.. However, due to eco-sensitivity of the area, no permanent

construction shall be allowed. Being an operational Property, the Operator shall complete necessary repairs, renovations and refurbishment works within the Appointed Date.

- a) The Operator shall be allowed to develop minimum additional 04 (four) Eco-Huts/Tented accommodations along with Additional Facilities (leisure & entertainment based activities) subject to Applicable Laws and RFP terms within 24 (twenty four) months from the Appointed Date;
- b) The Operator shall obtain necessary approvals and clearances i.e. CRZ clearance, FSSAI, provision for additional Power and Water Supply etc.;
- c) The Operator shall bear all capital expenditure, including costs for structural repairs, internal repairs, and renovation works, as well as the costs for operation and maintenance of the Surmai Reef GH during the Contract Period;
- d) The Operator shall provide Hospitality Services including all front office management, room services, housekeeping, food and beverage services and any other related services including but not limited to leisure/entertainment facilities (sight seeing, Jet Skiing, Fishing, Snorkeling etc.) transport and logistics, travel desk, banquets, conferences, spa and wellness, etc. (**“Hospitality Services”**);
- e) The Operator shall market the property and provide all related services to the guests as per the Applicable Laws and Good Industry Practice prevailing in the hospitality sector;
- f) The Operator shall operate and maintain the property in accordance with the terms and conditions set forth in the Agreement;
- g) The Operator is entitled to set the tariff terms for the Project Facilities and Hospitality Services and also entitled to change such rate whenever it deems fit. However, at the end of each Financial Year, the Operator shall provide a detailed breakup of the revenue and the audited financial statements for the Surmai Reef GH property.
- h) The Operator shall operate the Surmai Reef GH and its facilities as per industry standards in a reasonable and prudent manner and ensure that the Surmai Reef GH is maintained in excellent working condition during the Contract Period;
- i) The Operator shall undertake the necessary repairs and renovation works from time to time for the upkeep of the Surmai Reef GH and compliance with statutory and safety norms. This is in addition to the initial set of structural repairs, internal repairs, and renovation works;
- j) The Operator shall submit an Annual Performance Report to the Authority giving details of room occupancy, F&B sales, usage of offered activities and facilities, etc. The content of the reports shall be defined by mutual agreement between the Authority and the Operator;
- k) The Operator shall pay directly all fixed and variable charges towards consumption of electricity, water, and other utilities as per the meter readings to the Government Instrumentality within stipulated timelines of the agency;
- l) The Operator shall be responsible for ensuring that the employees engaged by it are properly trained for their functions and all statutory requirements are met relating their employment. The Operator shall manage the activities of its personnel and will hold itself responsible for any misdemeanour. The cost of establishment of the office and its day to day management will have to be borne by the Operator;

- m) The Operator shall be responsible from all indemnities arising from operations of the Surmai Reef GH and will not hold the Authority responsible or obligated;
 - n) The Operator shall maintain a high level of professional ethics and will not act in any manner which is detrimental to the Authority's interests and maintain confidentiality on matters disclosed till proper instruction is issued for publication.
- 6.4.4 Any deviation from the terms of the Agreement shall be intimated to the Authority by the Operator and specific written requests by Operator for relaxation of any of these terms shall be evaluated on a case-by-case basis and may be approved by the Authority at their discretion.
- 6.4.5 In case the Operator fails to execute the Project as per the Terms of the Agreement, the Authority reserves the rights at its discretion to levy suitable penalty and / or terminate the Agreement at the Operator's risk and cost.
- 6.4.6 At the end of the end of the Contract Period, the Operator shall handover the Surmai Reef GH back to the Authority and in accordance with the terms of the Handback Clause as specified in the Agreement.
- 6.4.7 The Surmai Reef GH shall be co-branded. Any changes to the branding of the property shall be done only with the written consent of the Authority.

Take only memories, leave only footprints.

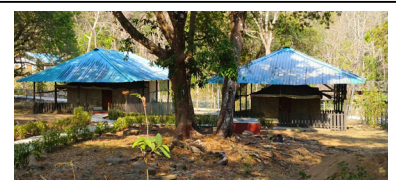
 Water Sports Make the most of your visit and head down for a range of exciting motorised and non-motorised watersports.	 Recreation Rifle Shooting, Archery, ATVs, Bicycles, Mountain bikes, etc.	 Evening Entertainment Entertainment begins with sun down music flowing into curated cultural performances & winding with a selection of romantic melodies.
 Culinary Experience No holiday is complete without a delightful culinary experience. Enjoy an amazing selection of global cuisines with delicious, exciting & creative pre-designed menus spread over the various meals with optional beach side bar, evening barbeques or chai-tappi to engage with!	 Guided Tours Invent a new road to explore the unexplored with our friendly and professional guided tours.	 Private Celebrations Celebrate your momentous occasions by booking exclusive areas for lunches and dinners like our Sleekest! Mezzanine Docks, Beachside Cabanas, etc.



ANNEXURE IV

Site Photographs





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

REQUEST FOR PROPOSAL (RFP)

**Operation and Management
of
Surmai Reef Guest House, Long Island
Andaman & Nicobar Islands
through
Public Private Partnership (PPP)**

RENT AGREEMENT

August, 2025

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

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RENT AGREEMENT

This Agreement is entered into on this the _____ day of _____, 2025 at Sri Vijaya Puram.

by and between

Andaman & Nicobar Islands Integrated Development Corporation Ltd. (ANIIDCO), represented by the Managing Director with its principal office at PB No.180, Sri Vijaya Puram: 744101, Andaman & Nicobar Islands, (hereinafter referred to as the “**Authority**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and permitted assigns) of One Part.

AND

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

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

Whereas:

- A. The Department of Forest and Environment, Andaman & Nicobar Administration (A&N) is considering private sector participation to upgrade, operate and manage the tented accommodation at Survey Nos. 21/2 and 21/1, Long Island, with special emphasis on developing eco-tourism huts (the “**Project**”). For this purpose it has empowered the Authority to develop, operate and maintain the Project (as defined hereinafter) on a public private partnership mode.
- B. The Authority has lease rights over the land measuring 0.9764 Ha. situated at Survey Nos. 21/1 and 21/2, Long Island from the Government Instrumentality and intends to develop the Project in accordance with the terms and conditions set forth in this Agreement.
- C. The Authority had accordingly invited proposals under its [Request for Proposal No. _____] dated [_____] (the “**Request for Proposal**” or “**RFP**”) for selection of bidders for undertaking the operation and management of the Project. The Selected Bidder/ Consortium comprising and (collectively, the

“**Consortium**”) with as its lead member (the “**Lead Member**”) was one of the bidders who had submitted its bid for the Project (the “**Bid**”).

- D. Following the evaluation of the bids submitted by the bidders, including that of the Selected Bidder, the Authority had accepted the Bid. Subsequently, the Authority had issued the letter of award no. [] dated [] (the “**Letter of Award**” or “**LOA**”) to the Selected Bidder and execution of this Agreement within [30 (thirty)] days of the date of issue thereof.
- E. The Selected Bidder has, in compliance with the terms of the LoA and as per the RFP, made the following payments to the Authority:
- a) ‘Annual Rent’ - As amount of INR _____/- (Rupees _____ only), by means of bank transfer / demand draft dated _____, bearing number _____ on _____ (name of bank), in the name of ANIIDCO Ltd., payable at Sri Vijaya Puram]; and
 - b) An irrevocable, unconditional, bank guarantee, in the name of the Authority, issued by _____, _____, [name & address of the issuing bank] for an amount equal to INR _____/- (Rupees _____ only), as a guarantee for the performance of its obligation under this Agreement by the Operator in relation to the Project (herein the ‘Performance Security’).

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

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

1.1.1 In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively ascribed to them hereunder:

“Additional Facilities”	means the facilities that the Operator may provide at his own cost in the Project Site with the approval of the Authority and set out as such more specifically in Schedule 2.
“Administration”	means Government of India or Forest Department or any Department of A & N Administration of Andaman & Nicobar Islands.
“Agreement” or “Contract”	means this Rent Agreement, its Recitals, the Schedules, hereto, the RFP and any amendments thereto made in accordance with the provisions contained in this Agreement and the Letter of Award issued by the Authority
“Annual Rent”	means as described in Clause 6.1 of this Agreement
“Applicable Law”	means all laws which are applicable to the Project and / or the Operator extending to the Union Territory of Andaman & Nicobar Islands, having been enacted or brought into force by Government of India or A&N Administration including regulations and rules made thereunder, and judgments, decrees, injunctions, writs and orders of any Court of Record, as may be in force and effect during the subsistence of this Agreement
“Applicable Permits”	means all clearances, permits, authorization, consents and approvals required to be obtained or maintained under Applicable Laws in connection with the renovation, upgradation, construction, engineering, procurement, additional works, operation, maintenance, and managing the Project during the subsistence of this Agreement.
“Appointed Date”	The date of issuance of Certificate of Compliance after fulfilment of Conditions Precedent by both the Parties
“Book Value”	shall mean the depreciated / written down value, in the audited books of the Operator, of a specific asset or a class of asset in accordance with generally accepted accounting principles and applicable accounting standards, as valued and certified by an independent approved valuer. The independent approved valuer shall be appointed by the Authority. The fees for such an independent valuer shall be borne by the Authority and the Operator in equal amounts
“Commercial Operation Date” or “COD”	means the commercial operations date of the Project which shall be the date on which the Operator begins operation of Surmai Reef GH
“Construction”	shall include, unless the context otherwise requires, investigation, design, engineering procurement, delivery, transportation, installation, processing, fabrication, testing, commissioning and other activities incidental to the construction.

“Drawings”	means all of the drawings, calculations and documents pertaining to the Project and shall include “as built” drawings of the Project.
“Encumbrances”	means any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations and shall include without limitation any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project, physical encumbrances, claims for any amounts due on account of taxes, cesses, electricity, water and other utility charges and encroachments on the Project Asset/ Project Facilities
“Financial Year”	means the year commencing from 1 st April of any calendar year to the 31 st March of the next calendar year except in the first and the last calendar year of the subsistence of this Agreement. In the first year of subsistence of this Agreement, it means the period from the Appointed Date to the 31 st March of next calendar year. In the last year of subsistence of this agreement, it means the period from 1 st April to the Transfer Date
“Good Industry Practice”	means those practices, methods, techniques, standards, skill, diligence and prudence which are generally and reasonably expected of and accepted internationally by a reasonably skilled and experienced Operator engaged in the similar type of undertaking as envisaged under this Agreement and would mean good engineering practices in the design, engineering, and production management and which would be expected to result in the performance of its obligations by the Operator and in the operation and maintenance of the Surmai Reef GH in accordance with this Agreement, Applicable Laws, Applicable Permits, reliability, safety, environment protection, economy and efficiency.
“Government Agency” or “Government Instrumentality”	means any Government Department of A&N Administration, Central Government, Local Authority or Board or Body or Corporation, commission, bureau, agency, authority, instrumentality established by or under any law and owned and controlled by the Government, court or other judicial or administrative body, central, state, or local, having jurisdiction over the Operator, the Project or any portion thereof, or the performance of all or any of the services or obligations of the Operator under or pursuant to this Agreement
“Guest”	includes customers, clients, and guests to the Project Asset by whatever name called visiting or residing at Project Asset
“Mandatory Facilities”	means all facilities required mandatorily to be provided in the Project Asset and set out as such more specifically in Schedule 2.
“Material Adverse Effect”	means consequences of events outside the control of the Affected Party which (a) render any right vested in a Party by

	the terms of this Contract ineffective, or (b) significantly impairs or frustrates the ability of any Party to observe and perform in a timely manner its obligations under this Agreement, or (c) frustrates a material provision of this Agreement or any of the Project Agreements
“Operation and Maintenance”	means all works necessary to keep the Surmai Reef GH stated at Schedule 1&2 functioning satisfactorily during the Contract Period
“Project”	means and includes the refurbishing of the Project Asset, provision of the Mandatory Facilities, operation, maintenance of the Project Asset/ Project Facilities in accordance with the provisions of this Agreement and specifically in accordance with Schedule 2 and such Additional Facilities as are provided by the Operator
“Project Asset”	means the land, building, and other assets of the Surmai Reef GH stated at Schedule 1 of the Agreement and given on rent by the Authority for the purpose of this Agreement including: a) Rights over the Site in the form of sub-lease, Right of Way or otherwise; b) Tangible assets such as civil works and equipment including site development, pavements, electrical & plumbing systems, communication systems, rest areas and administrative offices; c) Project Facilities situated on the Site; d) Buildings and immovable fixtures or structures forming part of Project; e) All rights of the Operator under the Project Agreements; f) Financial assets, such as receivables, security deposits etc; g) Insurance proceeds and h) Clearances, Approvals and authorisations relating to or in respect of the Project
“Project Facilities”	means and includes all developments (Mandatory Facilities and the Additional Facilities) on the Project Site including those designed, developed and constructed as a part of the Project by the Operator during the Contract Period.
“Refurbishment Works”	means all works/ activities including repair, renovation, upgradation, improvement, reconfiguration of tented accommodation or other areas, change in placement of offices, kitchen-cum-restaurants, installation/replacement of Fixtures, furniture etc. that the Operator may undertake at or within the Project Asset with prior written approval of the Authority and in accordance with the provisions of this Agreement and the Applicable Laws and subject to Applicable Permits.
“Rs.” or “INR”	means the lawful currency of the Republic of India.
“Specifications and Standards”	means the specifications and standards relating to the quality, capacity and other requirements for the Project and any modifications thereof, or additions thereto as included in the

	design and engineering for the Project submitted by the Operator to and expressly approved by the Authority.
“Taxes”	means any Indian taxes on corporate income, sales tax, excise duties, customs duties and local taxes and any impost of like nature (whether Central, State or local) charged, levied, imposed on the goods, materials, equipment and services incorporated in and forming part of the Project on the construction operation and maintenance thereof and on the Project Assets, and all taxes/duties, sales tax, turnover taxes, VAT, CST, GST, etc. on raw materials and finished goods, etc. but excluding any interest, penalties and other sums in relation thereto imposed to any account whatsoever.
“Termination”	means early termination of this Agreement pursuant to Termination Notice or otherwise in accordance with the provisions of this Agreement but shall not, unless the context otherwise requires, include Expiry.
“Termination Date”	means the date on which this Agreement is terminated by a Termination Notice.
“Termination Notice”	means the communication issued in accordance with this Agreement by the party terminating this Agreement to the other.
“Transfer”	means actual delivery of possession of the Project Assets in accordance with this Agreement by the Operator to the Authority or its nominee on expiry of the Agreement

1.2 Interpretations

1.1.2 Agreement unless the context otherwise requires

- a) Any reference to a statutory provision shall include such provision as it is from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies or is capable of applying to any transactions entered into hereunder;
- b) Reference to Indian law shall include the laws, acts ordinances, orders, rules, regulations, bye laws or other instruments which have the force or law of any State or Union Territory forming part of the Union of India;
- c) The words importing singular shall include plural and vice versa, and words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organizations or other entities (whether or not having a separate legal entity);
- d) The headings are for convenience of reference only and shall not be used in and shall not affect the construction or interpretation of this Agreement;
- e) Terms beginning with capital letters and defined in this Agreement shall have the meaning ascribed thereto herein and the terms defined in the Schedules and used therein shall have the meaning ascribed thereto in the Schedules;
- f) The words “include” and “including” are to be construed without limitation;
- g) any reference to day, month or year shall mean a reference to a calendar day, calendar month or calendar year respectively;
- h) The Schedule to this Agreement forms an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;

- i) Any reference at any time to any agreement, deed, instrument, licence or document of any description shall be construed as reference to that agreement, deed, instrument, or other document as amended, varied, supplemented, modified or suspended or the time of such reference;
- j) Reference to Recitals, Articles, Clauses, Sub-Clauses, paragraphs, or Schedules in this Agreement shall, except where the context otherwise requires, be deemed to be reference to Recitals, Articles, Clauses, Sub-clauses, paragraphs and schedules of or to this Agreement;
- k) Any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Agreement from or by any party or the Consultant shall be valid and effectual only if it is in writing under the hands of duly authorized representative of such party;
- l) Any reference to any period commencing “from” a specified day or date and “till” or “until” a specified day or date shall include both such days or dates.

1.3 Priority of Contract documents and errors/discrepancies

- 1.1.3 This Agreement, and all other agreements and documents forming part of or referred to in this Agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this Agreement, the priority of this Agreement and other documents and agreements forming part hereof or referred to herein shall, in the event of any conflict between them, be in the following order:
- a) the Agreement;
 - b) all other agreements and documents forming part hereof or referred to herein;
 - c) the LoA issued to the Selected Bidder;
 - d) written addenda to the Bid;
 - e) bid document; and
 - f) the Bid submitted by the Selected Bidder.

2 CONTRACT

2.1 Grant of Contract

- 2.1.1 Subject to and in accordance with the terms and conditions set forth in this Agreement and in consideration of the payment as provided in this Agreement, the Authority hereby grants and authorizes the Operator a limited and revocable sub-lease with permission to enter and use the premises for limited purpose for the purpose of management and operations of the Project Facilities and to refurbish at its costs, operate and maintain the Project Facilities, to provide Mandatory Facilities and Additional Facilities as enumerated in Schedule 2, to exercise and/ or enjoy the rights, powers, benefits, privileges, authorizations and entitlements as set forth in this Agreement, including the right to collect, retain and appropriate all tariffs, fees and charges for the facilities and services provided, and to hand back the Project Asset and Project Facilities on the Expiry Date or the Termination Date as the case may be (the “**Contract**”).

2.2 Contract Period

- 2.2.1 The Contract hereby granted is for a period of 15 (fifteen) years commencing from the Appointed Date and ending on the Expiry Date (the “**Contract Period**”). The Contract is subject to the terms and conditions set forth in this Agreement and the same is revocable subject to the Operator strictly following and adhering to the terms and conditions set forth in this Agreement. The Contract shall not be extended

beyond this period.

2.2.2 Provided that in the event of Termination, the Contract Period shall mean and be limited to the period commencing from the Appointed Date and ending with the Termination Date.

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

2.3 Acceptance of Contract

2.3.1 In consideration of the rights, privileges and benefits conferred upon by the Authority and including the right to collect, retain and appropriate all tariffs, fees and charges for the facilities and services provided and other good and valuable consideration expressed herein, the Operator hereby accepts the Contract and agrees and undertakes to perform/discharge all of its obligations in accordance with the provisions hereof. The Operator hereby also accepts that he shall not be entitled to any compensation from the Authority for the refurbishment, operation, and maintenance of the Project.

2.4 Deemed Knowledge and Disclaimer

2.4.1 Subject to the provisions of this Agreement, the Operator shall be fully and exclusively responsible for, and shall bear the financial, technical, commercial, legal and other risks in relation to the financing, commissioning, maintenance, operation, management and development of the Project and all its other rights and obligations under or pursuant to this Agreement regardless of whatever risks, contingencies, circumstances and/or hazards may be encountered (foreseen or not foreseen) and notwithstanding any change(s) in any of such risks, contingencies, circumstances and/or hazards on exceptional grounds or otherwise and whether foreseen or not foreseen and the Operator shall have no right whether express or implied to bring any claim against, or to recover any compensation or other amount from, the Authority and/or any of their agencies other than in respect of those matters in respect of which express provision is made in this Agreement.

3 PROJECT ASSET

3.1 Handover of Project Asset

3.1.1 The Authority shall on the Appointed Date handover to the Operator on as-is-where-is basis, vacant and peaceful physical possession of the Project Asset free from Encumbrance, for the purpose of operating and maintaining the Project Asset as per the timeline mentioned and terms and conditions agreed herein.

3.1.2 Upon the Project Asset being handed over, pursuant to the preceding Clause 3.1.1, the Operator shall have the right to enter upon, occupy and use the same for the purpose of enjoying its rights or carrying out its obligations and to make at its costs, charges and expenses such investigation, development and improvements in the Project Asset as may be necessary or appropriate to implement the Project in accordance with the provisions of this Agreement.

3.2 Rights and Use of the Project Asset

3.2.1 The Operator shall have the right to the use of the Project Asset in accordance with

the provisions of this Agreement and for this purpose it may regulate the entry into and use of the same by third parties.

- 3.2.2 The Operator shall not part with or create any Encumbrance on the whole or any part of the Project Asset / Project Facilities save and except as set forth and permitted under this Agreement.

3.3 Sole Purpose

- 3.3.1 The sole purpose of the Operator in exercising the rights and observing and performing its obligations and liabilities under this Agreement, shall not, except with the previous written consent of the Authority, be or become directly or indirectly engaged, concerned or interested in any business other than as envisaged herein.
- 3.3.2 The Operator shall not without the prior written approval of the Authority use the Project Asset / Project Facilities for any purpose other than for the purpose of the Project and purposes incidental or ancillary thereto.

3.4 Applicable Permits

- 3.4.1 The Operator shall obtain and maintain all Applicable Permits in such sequence as is consistent with the requirements of the Project. This includes CRZ Clearances, provision for additional Power and Water Supply, FSSAI certificate, and any other necessary Applicable Permits.
- 3.4.2 Provided that, prior to the Appointed Date, the Authority shall make available the following Applicable Permits:
- a) No Objection Certificate (NoC) from Department of Forest and Environment, Andaman & Nicobar Administration for undertaking development works;
 - b) Change of Landuse (if any);

3.5 Peaceful Possession

- 3.5.1 The Authority hereby warrants that:
- a) The Authority enjoys absolute possession of the Project Asset and is vested with the right to grant the sub-lease.
 - b) The Operator shall, subject to complying with the terms and conditions of this Agreement, remain in peaceful permissive possession and enjoyment of the Project Asset under the Contract from the Authority during the Contract Period.

3.6 Acceptance of Project Asset and Project Facilities

- 3.6.1 The Operator acknowledges that it has undertaken a due diligence over the Project Asset and Project Facilities, and all aspects of the Project. For the purposes of this Agreement, Operator shall be deemed to have:
- a) inspected Project Asset and Project Facilities and all buildings there at and its surroundings;
 - b) satisfied itself as to the climatic conditions, general physical conditions of Project Asset and Project Facilities, the nature of the ground and subsoil, the proposed form and nature of the Project, and the nature of the design, work and

materials necessary for the performance of its obligations under this Agreement;

- c) satisfied itself as to the means of communication, access to and accommodation at Project Asset and Project Facilities, it may require or as may be otherwise necessary for the performance of its obligations under this Agreement;
- d) obtained for itself all necessary information as to the risks, contingencies and all other circumstances which may influence or affect its rights and obligations hereunder and its other rights and obligations under or pursuant to this Agreement;
- e) has determined the nature and extent of the difficulties, inputs, costs, time, resources, risks and hazards that are likely to arise or may be faced by it in the course of the performance of its obligations under this Agreement and for undertaking the Project.

3.6.2 The Operator further acknowledges that it, or any entity claiming under it, shall have no recourse against the Authority if it is, at a later date, found that the Project Asset and Project Facilities is deficient in any manner whatsoever, and in the event of any mistake made or misapprehension harboured by the Operator in relation to any of the foregoing provisions of this Clause. If a deficiency is found, the Operator acknowledges and agrees that it shall, at its own cost, take all appropriate measures to remedy the same in order to undertake the Project.

3.6.3 The Operator acknowledges and hereby accepts the difficulties, inputs, costs, time, resources, risks and hazards associated with the performance of its obligations hereunder and hereby agree that the Authority shall not be liable for the same in any manner whatsoever to the Operator, other than as expressly provided in this Agreement.

3.6.4 It is clarified that all fossils, antiquities, structures and/or other remains or things either of archaeological or of particular geological interest discovered at Project Asset and Project Facilities or in the course of carrying out any work shall not be the property of the Operator and the Operator shall have no right or interest in such fossils, antiquities and structures and changes or modifications thereto to such items by the Operator is not permitted and further, any discovery of such items must be communicated to the Authority at the earliest possible time upon discovery.

4 OBLIGATIONS OF THE OPERATOR

In addition to and not in derogation or substitution of any of its other obligations under this Agreement, the Operator shall have the following obligations:

4.1 Performance Security

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

event, the Selected Bidder fails to provide the requisite Performance Security as specified above, the Authority may cancel the LoA.

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

4.1.3 Performance Security shall be forfeited if there is any breach of the terms and conditions of this Agreement by the Operator. Provided that if the Agreement is terminated due to any event other than a Operator Event of Default, the Performance Security shall, subject to the Authority's right to receive amounts, if any, due from the Operator under this Agreement, be duly discharged and released to the Operator.

4.1.4 In case of any appropriation or encashment of Performance Security by the Authority, the Operator shall forthwith but in any event not later than seven (7) business days after such appropriation, furnish to the Authority, a replacement Performance Security so as to ensure that the Authority has, at all times, Performance Security equal to the amount applicable as per Clause 4.1.1. In the event of non-receipt / inadequate receipt / delayed receipt of the Performance Security by the Authority from the Operator, the Authority shall have the absolute right, exercisable at its discretion, to terminate this Agreement and other Definitive Documents requiring the Operator to forthwith vacate the Project Asset.

4.2 Financing Arrangement

4.2.1 The Operator shall at its cost, expenses and risk make such financing arrangement as would be necessary to implement the Project by creating charge over its operations or books of account but not to create charge or encumbrance over the Project Asset /Facilities and to meet all of its obligations under this Agreement, in a timely manner.

4.3 Initial set of Works

4.3.1 Prior to the date of signing the Agreement ("**Execution Date**"), the Authority and Operator shall agree to the works necessary for structural repairs, internal repairs, refurbishment and renovation ("**Works**") that are required to make the Project Facilities fully operational. The Operator shall carry out the Works at his own cost.

4.3.2 The Operator shall commence the Works from the date of handover of the Project Site, and ensure that the Works as agreed upon between the Authority and the Operator shall be completed within the Appointed Date.

4.4 Compliance Certificate

4.4.1 Upon satisfaction of compliance with the Conditions Precedents given below, each Party shall forthwith issue a Compliance Certificate to the other Party ("**Compliance Certificate**"), pursuant to which the obligations of the Parties related to Conditions Precedent shall be deemed to be fulfilled.

<i>Conditions Precedent for the Authority</i>	<i>Conditions Precedent for the Operator</i>
a) Provided the right of way of the Project Site, free from encumbrances;	a) Applied for the Necessary Applicable Permits and Approvals;
b) Obtained No Objection Certificate (NoC) from Department of Forest	b) Prepared, submitted and received approval from the Authority of the

and Environment, Andaman & Nicobar Administration for undertaking development works; c) Procured Change in Land Use for the Project Site (if applicable)	Works as per Clause 4.3.1; c) Undertaken development of Mandatory Obligations i.e. renovation, refurbishment and other Initial set of Works of existing 06 (six) Tented Accommodations along with the Kitchen-cum Dining areas; d) Prepared, submitted and received approval from the Authority for undertaking development of minimum additional 04 (four) Eco-Huts/Tented accommodations along with Additional Facilities (leisure & entertainment based activities) subject to Applicable Laws and RFP terms and as per Schedule 2;
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4.4.2 Each Party hereto shall use all reasonable endeavors at its cost and expense to procure the satisfaction, in full, of its respective Conditions Precedent within 120 (one hundred and twenty) days from the Execution Date and shall provide the other Party with such reasonable cooperation as may be required to assist that Party in satisfying the Conditions Precedent for which that Party is responsible.

4.4.3 Notwithstanding anything contained in this Clause, the Parties may mutually decide to extend the time period for the fulfillment of the Conditions Precedent.

4.5 Commercial Operation Date (COD)

4.5.1 The Operator shall commence operations within 120 (one hundred twenty) days from the Appointed Date (“**Commercial Operation Date**”).

4.5.2 Further, the Operator shall have the option to provide the Additional Facilities as enumerated in Schedule 2 within 24 (twenty four) months from the Appointed Date.

4.5.3 The failure to achieve the COD, unless the delay is on account of reasons solely attributable to the Authority or due to Force Majeure, will lead to a penalty at the rate of 5% (five percent) of the Performance Security for each week of delay, upto maximum 8 (eight) weeks delay, after which the Authority shall be entitled to terminate this Agreement. In case of termination, the Performance Security will be forfeited. The decision of the Authority in this regard is final.

4.6 Upgradation and New Development

4.6.1 Due to the eco-sensitive nature of the Project Area, no permanent constructions are permitted inside the Project Site. The Operator is only allowed to construct “temporary structures” - any ecotourism facility or structure will be subject to the provisions of the Forest (Conservation) Act 1980. *“No permanent structure shall be made/constructed to create ecotourism facility/structure, but temporary structures/facility made of predominantly natural material of local origin shall be allowed in protected area”.*

- 4.6.2 The Operator shall carry out necessary alterations or modifications to the Project Asset in order to meet his obligation of providing the Mandatory Facilities and / or provide Additional Facilities at its own costs and, subject to obtaining written approval from the Authority or the Government Instrumentality with respect to the alterations or modifications to the Project Asset and his adherence to Applicable Law and obtaining Applicable Permits for such alteration or modifications. Provided however that such alteration, modification shall not at any time cause any damage or have a dangerous effect on either the stability of whole or part of the Project or otherwise adversely affect the safety of the users of the Project.
- 4.6.3 The Works for alteration/modification shall be carried out by the Operator after consultation with the Authority and the written approval by the Authority.
- 4.6.4 For this purpose, the Operator shall submit to the Authority a proposal (hereinafter referred to as Modification Proposal) clearly describing the alteration, modification, Additional Facilities and its impact on the structural stability, at least sixty (60) days prior to carrying out such activities whereupon the Authority shall act as per the procedure set out in Clause 5.1(c).
- 4.6.5 The Operator shall be required to obtain Applicable Permits and adhere to Applicable Laws for demolition of any part of the Project Asset. The Operator shall not use explosives or other detonators during the process of demolition. The Operator hereby agrees and acknowledges that any and all alterations and modifications including structural additions / modifications / expansion work made and/or to be made by the Operator shall become part of the Project Asset and for the purposes of this Agreement, any reference to the Project Asset, shall on and from the date of such alterations / modifications / additions / expansion shall deem to include such additions / modifications etc. to the Project Asset. Further, at the expiry of the Contract Period or early termination of this Agreement, the Project Asset shall be surrendered by the Operator to the Authority along with such additions / modifications / expansion etc., and such additions / modifications / expansion etc. shall not make any right in favour of the Operator at any time during or after the Contract Period.
- 4.7 Obligations relating to Environmental Measures**
- 4.7.1 The Operator shall take all reasonable steps to protect the environment and to limit damage and nuisance to the people of Long Island and the Property.
- 4.7.2 The Environmental obligations of the Operator shall encompass legal and ethical duties to protect the environment, including preventing pollution, managing waste, and ensuring sustainable practices, applicable to businesses, individuals, and Government Instrumentality.
- a) The Operator shall ensure that the management of the Project does not cause any damage or deterioration to the Project Site;
 - b) The Operator shall not create any nuisance or disturbance or pollute the surroundings and other properties adjunct to the Project Site;
 - c) The Operator shall strictly follow the safety code and also the instructions issued by the Government Instrumentality in this behalf. The Operator shall be

responsible for the safety of workmen, guests, occupant, etc., and shall be liable for prosecution in case of any accident, injury, death, etc., and the Authority shall not assume any liability whatsoever in this behalf;

- d) All operations shall be carried out in accordance with Good Industry Practices;
- e) On providing Mandatory Facilities and Additional Facilities, the Operator shall remove all rubbish, kilns, vats, tanks, materials and temporary structure of any kind or used for the purpose or connected with the Project Asset;
- f) The Operator shall ensure clearance of all rubbish and waste generated from the Project and ensure safe, quick and scientific disposal of all such materials and will also coordinate with concerned Government Instrumentality for responsible disposal of garbage outside the premises;
- g) The Operator shall practice a robust waste management protocols to prevent pollution to local environment including flora and fauna, surrounding water bodies, soil etc.;
- h) The Operator shall employ eco-friendly best practices for management of Project Asset in order to avoid adverse environmental impact;
- i) The Operator shall adopt sustainable practices, such as employing local guides, utilizing eco-friendly materials and promoting wild-life education to guests/users of the Surmai Reef GH;
- j) throughout performance of this Agreement, comply with all laws, rules, regulations and statutory requirements of Government of India, A&N Administration and other Government Instrumentality have jurisdiction over the business or affairs of the Operator;

4.7.3 Further, to ensure that the Surmai Reef GH cause minimal impact over the environment, the Layout Plan/DPR shall lay down the following cautions to secure permission for the tourists' facilities:

- a) The proposed activity is to be clearly established as eco-friendly, and in this regard, it is to be ensured that the proposed tented accommodation/eco-huts are designed in harmony with the local natural and cultural environment, using principles of sustainable design;
- b) Minimize the use of non-renewable energy resources and minimize the use of non-renewable materials for construction;
- c) Make use of recycled materials where possible;
- d) Work in harmony with the local community, offering jobs with a wide range of responsibilities and employment;
- e) Work to provide benefits to local conservation and offer to educate the visitor about the local environment and culture.

4.7.4 During the term of the Agreement, the Operator shall perform the following duties:

- a) General environmental duty - not to carry out an activity that may cause environmental harm without taking all reasonably practicable measures to prevent or minimise the harm;
- b) duty to notify of environmental harm - to inform the Government Instrumentality when environmental harm has occurred, or might occur;
- c) duty to restore the environment - where an incident has resulted in unlawful environmental harm, to take measures to rehabilitate or restore the environment to its condition before the harm

4.7.5 The Operator shall be liable for and shall indemnify, protect, defend and hold

harmless the Authority, the Authority's officers, employees and agents from and against any and all demands, claims, suits and causes of action and any and all liability, costs, expenses, settlements and judgment arising out of the failure of the Operator to discharge its obligations under this Clause and to comply with the provisions of health, safety and environmental laws as applicable.

4.8 Operation and Maintenance

4.8.1 The Operator shall operate, manage and maintain the Project until the Project Asset and Project Facilities are handed back to the Authority in accordance with the provisions of this Agreement.

- a) The Operator shall ensure that, barring a Force Majeure Event, at least 50% of the Tented Accommodations, i.e., at least 5 (five) Eco-Huts, are operational and available for booking at all times;
- b) The Operator shall pay directly all fixed and variable charges towards consumption of electricity, water, and other utilities as per the meter readings to the Government Instrumentality within the stipulated timelines;
- c) The Operator shall carry out advertising and marketing for the Project and ensure that no ambush marketing of any sort takes place in the Project Facility;
- d) The Operator shall ensure that Users are treated with due courtesy and provided with ready access to related services, as per Applicable Laws and Good Industry Practice. This includes all Front Office management, Room services, Housekeeping, Food and Beverage services and any other related services including but not limited to transport and logistics, travel desk, etc.;
- e) The Project shall be branded as [Surmai Reef GH]. Any changes to the branding of the property shall be done only with the written consent of the Authority;
- f) The Operator shall solely and exclusively responsible for all employees, personnel and staff employed for the purposes of the Project and ensure that the employees, personnel and staff engaged by it in the performance of its obligations under this Agreement are at all times properly trained and possess the requisite skill and qualifications as per Good Industry Practice for undertaking their respective functions;
Provided however the Authority shall not be liable for payment of any sum or give compensation for any claim (including but not limited to compensation on account of death/ injury/ termination) of such nature to such foregoing personnel and staff of the Operator at any point of time during the Contract Period or thereafter; the Operator undertakes to keep the Authority indemnified in this regard for any claim for payment raised by such foregoing persons or any third party
- g) The Operator shall ensure that the staff/personnel should not have at any stage any claim for employment in the Authority;
- h) The Operator shall not indulge in any nefarious activity while operating and managing the Project;
- i) Provisions of the Prevention of Food Adulteration Act, 1954, and any law relating to hygiene/ and quality shall be binding;
- j) The Operator is entitled to set the tariff terms for the Project Facility and services and also entitled to change such rate whenever it deems fit;

- k) The Operator shall not assign or sub-let or create any charge on the Project Assets and not to create any rights or third party rights on the Project Site and also to ensure that the Authority is not adversely affected in any way;

4.9 Safety & Security

- 4.9.1 The Operator shall comply with all safety regulations applicable, access arrangements and operations on the Project Facility. The Operator shall be responsible in the operation of machinery and any other work, to take all precautions to ensure safety of the users, staff, labourers and public.
- 4.9.2 The Operator shall provide a security (including CCTV system) and watch and ward service at the Project Facility to maintain the safety and security of the life and property and take all reasonable precautions for the prevention of accidents on or about the facility and provide all reasonable assistance and emergency medical aid to accident victims.
- 4.9.3 The Operator shall ensure that no goods are stored that are not permitted by law including those of hazardous, explosive, flammable or combustible in nature that may cause risk by fire, explosion or goods/ material which on account of their weight or nature may cause damage to the Premises. The Operator shall be liable or responsible for destruction or damage to the Premises.
- 4.9.4 The Operator acknowledges and agrees that unless otherwise specified in this Agreement it shall, at its own cost and expense, provide or cause to be provided security within the Project Site for the prevention of terrorism, hijacking, sabotage and/or similar acts or occurrences.

4.10 Insurance

- 4.10.1 The Operator shall at its cost and expense, purchase and maintain, by due reinstatement or otherwise, during the Contract Period all insurances for such maximum sums as may be required under the Applicable Laws and such insurances as may be necessary or prudent in accordance with Good Industry Practice. The Operator shall maintain a register of entry in order of premiums paid, and proof of payments made shall be submitted to the Authority whenever requested for. The Operator shall submit the proof of insurance along with necessary supporting documents upon a written request from the Authority within 14 (fourteen) days from the receipt of such a request.
- 4.10.2 The Operator shall, at its own cost and expense, obtain and keep in force, during the entire Contract Period, a policy of comprehensive general liability insurance with broad form endorsement, including personal injury liability, contractual liability, products and completed operations liability and liquor liability (if applicable), insuring the Authority against any liability arising out of the ownership, use, occupancy or maintenance of the Project Assets / Project Facilities. The insurance cover would be obtained against all insurable risks, which will, inter alia, include Operator's "all risk" (including third party liability), fire, damage and natural calamities, riots, civil commotion, war risks and all other "force majeure" risks and in addition to the normal insurance cover, will cover the standing charges and loss of profit in the event of any stoppage of business for any reason.
- 4.10.3 The Operator shall provide the Authority with notice of loss or damage to Property

within 48 (forty-eight) hours after such loss or damage occurs. The limit of any insurance which the Operator is required to provide pursuant to this Clause shall not limit the liability of the Operator hereunder.

- 4.10.4 The Operator shall maintain in full force and effect on all trade fixtures, machinery and equipment, stock and inventory, improvements and betterments, a policy of all risk/ special form property insurance and covering the full replacement value of such property in an amount adequate to avoid co-insurance. During the Contract Period, proceeds from any such policy of insurance shall be used for the repair and/or replacement of the fixtures, equipment and other property so insured.
- 4.10.5 The Operator shall ensure that the Authority is named as a loss payee in all the insurance policies obtained by the Operator in relation to the Project and it shall, within thirty (30) days of obtaining the insurance referred to in this Clause, provide a certified true copy of it to the Authority for its records and information.

4.11 Performance Report

- 4.11.1 The Operator shall submit a Annual Performance Report to the Authority giving details of room occupancy, F&B sales, usage of offered activities and facilities, impact on surrounding environment and bio-diversity, local livelihood etc. The content of the Annual Performance Report shall be defined by mutual agreement between the Authority and the Operator. The indicative contents of the Annual Performance Report may be as follows:

- a) Financial Performance: Comprehensive financial overview including revenue generated, operational costs and profits;
- b) Occupancy Rates: Overview of the occupancy rates throughout the year, highlighting the peak periods and areas for improvement;
- c) Customer Satisfaction: Overview of customer feedback through surveys, reviews, and other feedback mechanisms to gauge the overall guest experience;
- d) Marketing Efficiency: Effectiveness of marketing strategies including campaigns and partnerships as well as success rates among various target segments;
- e) Operational Efficiency: Overview of measures taken to enhance operational efficiency, productivity, and technology solutions;
- f) Maintenance and Upgradation Progress: Updates on the progress of repairs, upgrades, and additional constructions, showing adherence to agreed-upon timelines;
- g) Compliance and Legal Matters: Details on compliance with legal and regulatory requirements, ensuring the Operator's adherence to all Applicable Laws and maintaining of all Applicable Permits;
- h) Compliance with Environmental Obligations: Regular ecological assessments for monitoring the impact of the Project on biodiversity, enabling proactive measures to mitigate negative effects and promote sustainable practices. These assessments help identify key areas of concern, track progress, and make necessary adjustments;
- i) Community Engagement (if any): Report on the community engagement initiatives and contributions to the local community's socio-economic development;
- j) Sustainability and Responsible Tourism: Outline the eco-friendly practices and sustainability initiatives implemented;

- k) Risk Management: Summarize any risks encountered during the year, along with the effectiveness of implemented contingency plans.

4.11.2 The Annual Report shall be submitted within 45 (forty-five) days of the completion of each financial year during the Contract Period. The report shall be certified by the Operator's Auditor.

4.12 General Obligations

4.12.1 The Operator shall at its own cost and expense:

- a) investigate, study, design, refurbish, operate and maintain the Project Asset / Project Facilities in accordance with the provisions hereof;
- b) obtain all Applicable Permits as required by or under the Applicable Law and be in compliance thereof at all times during the Contract Period;
- c) procure and maintain in full force and effect, as necessary, appropriate proprietary rights, licenses, agreements and permissions for materials, methods, processes, and systems used in or incorporated into the Project;
- d) make efforts to maintain harmony and good industrial relations among the personnel employed in connection with the performance of its obligations under this Agreement and shall be solely responsible for compliance with all labour laws and solely liable for all possible claims and employment-related liabilities of its staff employed in relation with the Project and hereby indemnifies the Authority against any claims, damages, expenses or losses in this regard and that in no case and shall for no purpose shall the Authority be treated as employer in this regard;
- e) make its own arrangements for appliances, equipment, materials, machinery and other supplies to operate and maintain the Project Facilities, and in doing so, shall observe and fulfil the environmental and other requirements under Applicable Laws and shall obtain Applicable Permits for the purpose;
- f) be responsible for all the security, environment and safety aspects of the Project at all times during the Contract Period;
- g) ensure that the Project Facilities remains free from all encroachments and take all steps necessary to remove encroachments, if any;
- h) upon receipt of a request thereof, afford access to the Project Facilities to the authorized representatives of the Authority for the purpose of ascertaining compliance with the terms, covenants, and conditions of this Agreement;
- i) pay all taxes, duties and outgoings, including utility charges relating to the Project Facilities within the stipulated timelines of the agency concerned;
- j) ensure that documentary evidence from appropriate collecting authority are available for the purpose of calculation of goods and services tax or any other taxes and cess;
- k) maintain the Project Asset in a tidy and orderly manner;
- l) carryout regular maintenance and repair of building, equipment, etc.;

4.12.2 The Operator shall not claim in its own name on the plea of having effect any improvements/ modifications upon the Project Asset or upon the facilities. All facilities, including Additional Facilities created in the Project Asset, are deemed to have been created under the Contract hereby granted.

4.12.3 Except as provided under this Agreement, the Operator shall not, at any time, assign, mortgage, charge, grant sub-lease or otherwise deal with possession or

control of the Contract hereby granted.

4.12.4 Non-awareness of rules and regulations including any Applicable Laws shall not absolve the Operator of any of their responsibilities towards the Project.

4.12.5 The Operator shall maintain a high level of professional ethics and will not act in any manner which is detrimental to the Authority's interests and maintain confidentiality on matters disclosed till proper instruction is issued for publication.

5 AUTHORITY'S OBLIGATIONS

5.1 Obligations of the Authority

5.1.1 In addition to and not in derogation or substitution of any of its other obligations under this Agreement, the Authority shall have the following obligations:

- a) The Authority hereby undertakes to handover to the physical possession of the Project Site as defined in Schedule 1 free from encumbrance together with the necessary right of way for the purpose of implementing the Project but subject to the rights of the Authority and the land-owning agency;
- b) the Authority shall assist the Operator for obtaining all such approvals, permissions and authorization which the Operator may require or is obliged under this Agreement, in connection with operation of the Surmai Reef GH and the performance of its obligations;
- c) The Authority shall respond in writing within a period of 60 (sixty) days from the date of receipt of a Modification Proposal, as specified under Clause 4.6.4, communicating its decision on such Modification Proposal. In case, the Authority does not respond within 60 (sixty) days, as aforesaid, then such Modification Proposal would be deemed to have not been approved by the Authority. In the event that the Authority does not approve a Modification Proposal or any part thereof, the Authority shall, as part of its written response, clearly describe the reasons for such non-approval. In case the Operator is not satisfied with the response of the Authority, the Operator shall have remedy under Article 10 of this Agreement;
- d) The Authority shall appoint a representative to oversee that the Surmai Reef property is being run in a proper manner as per the terms and conditions of the Agreement. The appointed shall carry out a quarterly compliance review and report the same to the Authority Head Office;
- e) The Authority shall make the payment to the local authorities with respect to Property Tax of Surmai Reef property;
- f) At any time during the period of this Agreement, if the Authority is of the opinion that, certain measures as set-out in Schedule 5 would need to be observed, the Authority may issue a Precautionary Notice to the Operator. The Precautionary Notice shall specifically contain the period for which compliance to Schedule 5 is necessary;
- g) where appropriate provide necessary assistance to the Operator in securing Applicable Permits;
- h) Observe and comply with all its other obligations set forth in this Agreement

6 PAYMENT

6.1 Annual Rent

- 6.1.1 The Operator agrees voluntarily and unequivocally to make all payments as may be due before the due date, without waiting for any formal advice / invoice from the Authority.
- 6.1.2 Subject to and in accordance with the provisions of this Agreement, the Operator shall pay to the Authority an annual amount Rs _____ (Rupees _____) as Annual Rent (the “**Annual Rent**”). The Annual Rent shall be increased by 10% (ten percent) once in every 3 (three) years over the previous year’s Rent on compound basis.
- 6.1.3 Annual Rent shall become payable from the COD till the end of the Contract Period. The Annual Rent shall be payable every year in advance on or before 30 (thirty) days prior to the start of every Financial Year. However, the First Annual Rent will be paid before 7 (seven) days prior to the COD.
- 6.1.4 The Operator shall not be entitled to seek any reduction of Annual Rent, claim, damages, compensation or any other consideration from the Authority on account of any reason.
- 6.1.5 All statutory taxes, statutory dues, local levies, as applicable shall be charged extra and will have to be remitted along with the Annual Rent for onward remittance to the Government/Authority.
- 6.1.6 If the Operator fails to make the Annual Rent payments to the Authority, within the stipulated period, a penalty @ 15% Per Annum on the outstanding amounts would be effective from the 1st of the due Month. The Authority further reserves the right to forfeit the Performance Security and shall be entitled to terminate the Agreement.

7 FORCE MAJEURE

7.1 Force Majeure Event

- 7.1.1 Any of the following events which is beyond the control of the Party claiming to be affected thereby (“**Affected Party**”) and which the Affected Party has been unable to overcome or prevent despite exercise of due care and diligence, and prevents the Affected Party from performing or discharging its obligations under this Agreement, shall constitute Force Majeure Event.
- a) Acts of God, epidemics, pandemics, extremely adverse weather conditions, lightening, earthquake, landslide, cyclone, flood, volcanic eruption, chemical, radioactive contamination or ionising radiation, fire or explosion;
 - b) the discovery of geological conditions, toxic contamination or archaeological remains on the Project Site that could not reasonably have been expected to be discovered through a site inspection;
 - c) acts of terrorism;
 - d) strikes, riots, labour disruptions or any other industrial disturbances not arising on account of the acts or omissions of the Operator;

- e) any judgment or order, any court of competent jurisdiction or statutory authority made against the Operator in any proceedings for reasons other than (i) failure of the Operator to comply with any Applicable Law or Applicable Permit, or (ii) on account of breach of any Applicable Law or Applicable Permit or of any contract, or (iii) enforcement of this Agreement, or (iv) exercise of any of its rights under this Agreement by the Authority;
- f) action of a Government Agency having Material Adverse Effect including but not limited to, acts of expropriation, compulsory acquisition or takeover by any Government Agency of the Project Asset or any part thereof or of the Operator's rights in relation to the Project Asset;
- g) any unlawful, unauthorised or without jurisdiction refusal to issue or to renew or the revocation of any Applicable Permits, in each case, for reasons other than Operator's breach or failure in providing with the Project Facilities, Applicable Laws, Applicable Permits, any judgment or order of a Governmental Agency or of any contract / agreement by which the Operator may be bound;
- h) orders such as complete lockdown that prevents the Affected Party from performing or discharging all of its obligations under this Agreement.
- i) early determination of this Agreement by the Authority for reasons of security of the Project Asset, national emergency, national security or the national interest;
- j) War, hostilities (whether declared or not), invasion, act of foreign enemy, rebellion, weapon conflict or military actions, civil war, ionising radiation, contamination by radioactivity from nuclear fuel, any nuclear waste, toxic radioactive explosion, volcanic eruptions.

7.2 Duty to report Force Majeure Event

- 7.2.1 Upon occurrence of a Force Majeure Event, the Affected Party shall by notice report such occurrence to the other Party forthwith. Any notice pursuant hereto shall include full particulars of:
 - a) the nature and extent of each Force Majeure Event which is the subject of any claim for relief under this Clause with evidence in support thereof;
 - b) the estimated duration and the effect or probable effect which such Force Majeure Event is having or will have on the Affected Party's performance of its obligations under this Agreement;
 - c) the measures which the Affected Party is taking or proposes to take for alleviating the impact of such Force Majeure Event; and
 - d) any other information relevant to the Affected Party's claim.
- 7.2.2 The Affected Party shall not be entitled to any relief for or in respect of a Force Majeure Event unless it shall have notified the other Party of the occurrence of the Force Majeure Event as soon as reasonably practicable, and in any event not later than 7 (seven) days after the Affected Party knew, or ought reasonably to have known, of its occurrence, and shall have given particulars of the probable material effect that the Force Majeure Event is likely to have on the performance of its obligations under this Agreement.
- 7.2.3 For so long as the Affected Party continues to claim to be materially affected by such Force Majeure Event, it shall provide the other Party with regular (and not less than weekly) reports containing information as required by Clause 7.2.1, and such other information as the other Party may reasonably request the Affected Party to provide.

7.3 Excuse from performance of obligations

7.3.1 If the Affected Party is rendered wholly or partially unable to perform its obligations under this Agreement because of a Force Majeure Event, it shall be excused from performance of such of its obligations to the extent it is unable to perform on account of such Force Majeure Event provided that:

- a) the suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event;
- b) the Affected Party shall make all reasonable efforts to mitigate or limit damage to the other Party arising out of or as a result of the existence or occurrence of such Force Majeure Event and to cure the same with due diligence; and
- c) when the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party notice to that effect and shall promptly resume performance of its obligations hereunder.

7.4 Effect of Force Majeure Event on the Agreement

7.4.1 Upon the occurrence of any Force Majeure Event prior to Appointed Date, the Appointed Date shall be extended by a period equal in length to the duration of the Force Majeure Event and the Parties shall bear their respective Force Majeure Costs and neither Party shall be required to pay to the other Party any costs thereof.

7.4.2 At any time after the Appointed Date, and up until COD, if any Force Majeure Event occurs, the Agreement Period shall be extended by a period, equal in length to the period during which the Operator was prevented from performing its obligations.

7.5 Termination Notice for Force Majeure Event

7.5.1 If the Force Majeure Event subsists for a period of 180 (one hundred eighty) days or more within a continuous period of 365 (three hundred sixty-five) days, either Party may in its sole discretion terminate this Agreement by issuing a Termination Notice to the other Party without being liable in any manner whatsoever, and upon issue of such Termination Notice, the Agreement shall, notwithstanding anything to the contrary contained herein, stand terminated forthwith, provided that before issuing such Termination Notice, the Party intending to issue the Termination Notice shall inform the other Party of such intention and grant 15 (fifteen) days' time to make a representation, and may after the expiry of such 15 (fifteen) days period, whether or not in receipt of such representation, in its sole discretion issue the Terminal Notice.

7.6 Termination Payment

7.6.1 Upon Termination of this Agreement due to a Force Majeure Event, Termination Payment shall be made to the Operator by the Authority in accordance with the following:

- a) If Termination is due to a Force Majeure Event, described under Clause 7.1.1(a) to e), no Termination Payment shall be made by the Authority to the Operator but, the Operator shall be entitled to receive the Performance Security and appropriate the proceeds of any amounts under insurance policies;
- b) If Termination is due to the occurrence of any event described under Clause 7.1.1(f to i), the Authority shall pay to the Operator Termination Payment equal to 100% of the Book Value as on Termination Date. Provided, the Authority shall be entitled to deduct from the Termination Payment any

amount due and recoverable by the Authority from the Operator as on the Termination Date;

- c) If Termination is due to the occurrence of any event described under Clause 7.1.1(j), the Authority shall pay to the Operator, Termination payment equal to 70% of the Book Value. Provided the Authority shall be entitled to deduct from the Termination Payment any amount due and recoverable by the Authority from the Operator as on the Termination Date.

8 EVENTS OF DEFAULT AND TERMINATION

8.1 Events of Default

- 8.1.1 Event of Default means either Operator Event of Default or the Authority Event of Default or both as the context may admit or require.

8.2 Operator Event of Default

- 8.2.1 Any of the following events shall constitute an event of default by the Operator ("**Operator Event of Default**") unless such event has occurred as a result of a Force Majeure Event or Authority Event of Default or any governmental action for reasons other than any breach, default or lapse on the part of the Operator:

8.3 Termination

- 8.3.1 The Authority may, by not less than 30 (thirty) days' written notice of termination to the Operator, such notice to be given after the occurrence of any of the events ("**Events of Default**") specified in this clause, terminate this Agreement if:
 - a) The Operator has failed to commence operations of the Project Asset / Project Facilities before the expiry of 3 (three) months from the Appointed Date;
 - b) The Operator has failed to make any Annual Rent on Due Date thereof and more than 90 (Ninety) days have elapsed since such default;
 - c) Subsequent to receipt of Precautionary Notice, the Operator fails to observe measures indicated in Schedule 5 and a period of 15 days has expired from the date of receipt of such notice by the Operator;
 - d) The Operator is in Material Breach of any of its other obligations under this Agreement, and the same has not been remedied for more than 60 days;
 - e) The Operator fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension, within 15 (fifteen) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
 - f) Any representation made or warranty given by the Operator under this Agreement is found to be false or misleading;
 - g) A resolution for voluntary winding up has been passed by the shareholders of the Operator;
 - h) Any petition for winding up of the Operator has been admitted, and liquidator or provisional liquidator has been appointed or the Operator has been ordered to be wound up by Court of competent jurisdiction, except for the purpose of amalgamation or reconstruction with the prior consent of the Authority, provided that, as part of such amalgamation or reconstruction and

the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the Operator under this Agreement.

- i) A default has occurred under any of the Financing Documents, and any of the Lenders has recalled its financial assistance and demanded payment of the amounts outstanding under the Financing Documents or any of them as applicable;
- j) The Operator has abandoned the Project Asset / Project Facilities;
- k) The Operator has repudiated this Agreement or has otherwise expressed an intention not to be bound by this Agreement;
- l) The Operator has suffered an attachment levied on any of its assets which has caused or is likely to cause an Adverse Material Effect on the Project, and such attachment has continued for a period exceeding 90 days.
- m) If the Operator, in the judgment of the Authority has engaged in corrupt or fraudulent practices in competing for or in executing the Agreement.
- n) The Operator has failed to furnish the Handback Guarantee on Due Date thereof and more than 30 days have elapsed since such default
- o) The Operator fails to comply with any final decision reached as a result of arbitration proceedings.

8.4 Authority Event of Default

8.4.1 Any of the following events shall constitute an event of default by the Authority (“**Authority Event of Default**”), when not caused by a Operator Event of Default:

- a) The Authority is in Material Breach of any of its obligations under this Agreement and has failed to cure such breach within 60 (sixty) days of receipt of notice thereof issued by the Operator;
- b) The Authority has repudiated this Agreement or otherwise expressed its intention not to be bound by this Agreement;
- c) The Authority has unreasonably withheld or delayed grant of any approval or permission which the Operator is obliged to seek under this Agreement and thereby caused or likely to cause Material Adverse Effect provided such approval or permission need not further require the A&N permission;
- d) Any governmental action not arising out of a breach, default or lapse on the part of the Operator, whereby this Agreement becomes inoperable or takeover by any government agency of the Project Asset / Project Facilities or any part thereof, thereby causing Material Adverse Effect;
- e) Any representation made or warranties given by the Authority under this Agreement has been found to be false or misleading.

8.5 Termination due to Event of Default

8.5.1 Termination for Operator Event of Default

- a) Without prejudice to any other right or remedy which the Authority may have in respect thereof under this Agreement, upon the occurrence of an Operator Event of Default, the Authority may terminate this Agreement in the manner as set out under the Clause 8.5.1 (b&c).
- b) If the Authority decides to terminate this Agreement pursuant to preceding Clause 8.5.1 (a), it shall in the first instance issue Preliminary Notice to the Operator. Within thirty (30) days of receipt of the Preliminary Notice, the Operator shall submit to the Authority in sufficient detail, the manner in

which it proposes to cure the underlying Event of Default (the “Operator's Proposal to Rectify”). In case of non-submission of the Operator's Proposal to Rectify within the said period of 30 days, the Authority shall be entitled to terminate this Agreement by issuing Termination Notice, and to appropriate the Performance Security, if subsisting.

- c) If the Operator's Proposal to Rectify is submitted within the period stipulated therefor, the Operator shall have further period of 30 days from the date of approval of the Operator’s proposal to remedy/ cure the underlying Event of Default. If, however, the Operator fails to remedy/ cure the underlying Event of Default within such further period allowed, the Authority appropriate the Performance Security if subsisting.

8.5.2 Termination for Authority Event of Default

- a) Without prejudice to any other right or remedy which the Operator may have in respect thereof under this Agreement, upon the occurrence of Authority Event of Default, the Operator shall be entitled to terminate this Agreement by issuing Termination Notice.
- b) If the Operator decides to terminate this Agreement pursuant to preceding clause (i) it shall in the first instance issue Preliminary Notice to the Authority. Within 30 days of receipt of Preliminary Notice, the Authority shall forward to the Operator its proposal to remedy/ cure the underlying Event of Default (the "Authority Proposal to Rectify"). In case of non-submission of Authority Proposal to Rectify within the period stipulated therefor, Operator shall be entitled to terminate this Agreement by issuing Termination Notice.
- c) If Authority Proposal to Rectify is forwarded to the Operator within the period stipulated therefor, the Authority shall have further period of 30 days to remedy/ cure the underlying Event of Default. If, however, the Authority fails to remedy/ cure the underlying Event of Default within such further period allowed, the Operator shall be entitled to terminate this Agreement by issuing Termination Notice.

8.6 Termination Notice

8.6.1 If a Party having become entitled to do so decides to terminate this Agreement, it shall issue Termination Notice setting out:

- a) in sufficient detail the underlying Event of Default;
- b) the Termination Date which shall be a date occurring not earlier than 60 days from the date of Termination Notice;
- c) the estimated termination payment including the details of computation thereof; and,
- d) any other relevant information.

8.7 Obligation of Parties

8.7.1 Following issue of Termination Notice by either Party, the Parties shall promptly take all such steps as may be necessary or required to ensure that:

- a) until Termination, the Parties shall, to the fullest extent possible, discharge their respective obligations so as to maintain the continued operation of the Project Facilities,
- b) the termination payment, if any, payable by the Authority is paid to the Operator on the Termination Date and
- c) the Project Asset / Project Facilities are handed over to the Authority by the Operator on the Termination Date free from any Encumbrance along with any payment that may be due by the Operator to the Authority.

8.8 Withdrawal of Termination Notice

- 8.8.1 Notwithstanding anything inconsistent contained in this Agreement, if the Party who has been served with the Termination Notice cures the underlying Event of Default to the satisfaction of the other Party at any time before the Termination occurs, the Termination Notice shall be withdrawn by the Party which had issued the same.

8.9 Termination Payments

- 8.9.1 Upon Termination of this Agreement on account of Authority Event of Default, the Operator shall be entitled to receive from the Authority, termination payment equal to 100% of the Book Value of the capital expenditure incurred by the Operator towards the Project Asset / Project Facilities as on Termination Date.

8.10 Rights of the Authority on Termination

- 8.10.1 Upon Termination of this Agreement for any reason whatsoever, the Authority shall upon making the Termination Payment, if any, to the Operator have the power and authority to:
- a) enter upon and take possession and control of the Project Asset / Project Facilities forthwith;
 - b) prohibit the Operator and any person claiming through or under the Operator from entering upon/ dealing with the Project Asset;
- 8.10.2 Notwithstanding anything contained in this Agreement, the Authority shall not, as a consequence of Termination or otherwise, have any obligation whatsoever including but not limited to obligations as to compensation for loss of employment, continuance or regularization of employment, absorption or re-employment on any ground, in relation to any person in the employment of or engaged by the Operator in connection with the Project, and the handback of the Project Asset / Project Facilities by the Operator to the Authority shall be free from any such obligation.

8.11 Accrued Rights of Parties

- 8.11.1 Notwithstanding anything to the contrary contained in this Agreement, Termination pursuant to any of the provisions of this Agreement shall be without prejudice to accrued rights of either Party including its right to claim and recover money damages and other rights and remedies which it may have in law or contract. The rights and obligations of either Party under this Agreement, including without limitation those relating to the termination payment, shall survive the Termination but only to the extent such survival is necessary for giving effect to such rights and obligations.

9 HANDBACK OF PROJECT ASSET / PROJECT FACILITIES

9.1 Ownership

- 9.1.1 Without prejudice and subject to the Contract, the Project Asset and the Project Facilities, including all improvements made therein by the Operator, shall at all times belong to the Authority.
- 9.1.2 Provided that the movable assets added to the Project Facilities by the Operator shall be the property of Operator and the Operator shall be entitled to retain and evacuate such movable assets from the Project Asset.

9.2 Handing over of the Site

- 9.2.1 Upon termination of expiry of the Contract Period by efflux of time and in the normal course, the Operator shall on the Expiry Date, hand back vacant and peaceful possession of Project Asset / Project Facilities to the Authority free of cost and in good operable condition.
- 9.2.2 The Operator shall remove all the plant, equipment, etc. from the Project Site within 30 days of issue of termination/ expiry of Contract Period. No penalty would be charged for this period of 30 days. However, if the Operator fails to vacate the premises within the above period, penalty of Rs 5000 per day shall be chargeable for occupation beyond the 30 days period. If, the Operator fails to vacate the premises within the grace period, and after lapse of this 30 days grace period, the Authority shall take over the Project and Project Facilities treating at NIL value, even if it is under lock & key; and the Authority shall be free to dispose-off the Project Facilities in whatsoever manner as it deems fit. The Operator shall have no claim for compensation or consideration/damages after completion of grace period on this account. If, the Operator fails to pay the penalty, applicable in case of non-vacation of premises, the same shall be adjusted from the Performance Security available with the Authority. No grace period shall be provided to Operator, if the Operator terminates the Contract within the 1 (one) year of Execution Date.
- 9.2.3 The termination of this Agreement shall not release either party from its obligation to pay any sums then owing to the other party nor from the obligation to perform or discharge any liability that had been incurred prior thereto.

10 DISPUTE RESOLUTION

10.1 Amicable Resolution

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

10.2 Arbitration

- 10.2.1 Any Dispute which is not resolved amicably by Conciliation as provided shall be finally decided by reference to arbitration by a Board of Arbitrators appointed in

accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the “**Rules**”), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996 or any amendment thereof. The venue of such arbitration shall be at [Sri Vijaya Puram], and the language of arbitration proceedings shall be English.

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

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

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

11 REPRESENTATIONS AND WARRANTIES, DISCLAIMER

11.1 Representations and Warranties of the Operator

11.1.1 The Operator represents and warrants to the Authority that:

- a) it is duly organised, validly existing and in good standing under the laws of India;
- b) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- c) it has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorise the execution, delivery, and performance of this Agreement;
- d) it has the financial standing and capacity to undertake the Project;
- e) this Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- f) the execution, delivery, and performance of this Agreement will not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the Operator's Memorandum and Articles of Association or any Applicable Laws or any covenant, agreement, understanding, decree or order to which it is a party or by which it or any of its properties or assets are bound or affected;
- g) there are no actions, suits, proceedings or investigations pending or to the Operator's knowledge threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may constitute Operator Event of Default or which individually or in the aggregate may result in Material Adverse Effect;
- h) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Agency which may result in Material Adverse Effect;
- i) it has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect;

- j) subject to receipt by the Operator from the Authority of any amount due under any of the provisions of this Agreement, in the manner and to the extent provided for under the applicable provisions of this Agreement all rights and interests of the Operator in and to the Project Asset / Project Facilities shall pass to and vest in the Authority on the Termination Date free and clear of all Encumbrances without any further act or deed on the part of the Operator or the Authority;
- k) no representation or warranty by the Operator contained herein or in any other document furnished by it to the Authority or to any Government Agency in relation to Applicable Permits contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;
- l) no bribe or illegal gratification has been paid or will be paid in cash or kind by or on behalf of the Operator to any person to procure the Contract. The Operator undertakes not to engage in any of the said or similar activities during the currency of the agreement and relative to this Agreement.
- m) Without prejudice to any express provision contained in this Agreement, the Operator acknowledges that prior to the execution of this Agreement, the Operator has after a complete and careful examination made an independent evaluation of the Project Asset, and the information provided by the Authority, and has determined to its satisfaction the nature and extent of risks and hazards as are likely to arise or may be faced by the Operator in the course of performance of its obligations hereunder.
- n) The Operator also acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth above and hereby confirms that the Authority shall not be liable for the same in any manner whatsoever to the Operator.

11.2 Representations and Warranties of the Authority

11.2.1 The Authority represents and warrants to the Operator that:

- a) The Authority has full power and authority to grant the Contract;
- b) The Authority has taken all necessary action to authorise the execution, delivery, and performance of this Agreement;
- c) This Agreement constitutes the Authority's legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- d) There are no suits or other legal proceedings pending or threatened against the Authority in respect of the Project Asset or the Project.
- e) No director or official or employee of the Authority shall in any way be personally bound or liable for the acts or obligations of the Authority under this agreement or answerable for any default or omission in the observance or performance of any of the act, matters or things or conditions which are herein contained.

11.3 Obligation to Notify Change

11.3.1 In the event that any of the representations or warranties made/given by a Party ceases to be true or stands changed, the Party who had made such representation or given such warranty shall promptly notify the other of the same.

12 MISCELLANEOUS

12.1 Amendment to the Agreement

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

12.2 Assignment and Charges

12.2.1 The Operator shall not assign in favour of any person this Agreement or the rights, benefits, and obligations hereunder save and except with prior consent of the Authority.

12.2.2 The Operator shall neither create nor permit to subsist any Encumbrance over the Project Asset / Project Facilities except with prior consent in writing of the Authority, which consent the Authority shall be entitled to decline without assigning any reason whatsoever.

12.2.3 Restraint set forth in Clause 12.2.1 and 12.2.2 above shall not apply to:

- a) liens/ encumbrances arising by operation of law (or by an agreement evidencing the same) in the ordinary course of business of the Operator;
- b) Pledges/ hypothecation of goods/ movable assets, revenue and receivables as security for indebtedness, in favour of the Lenders and working capital providers for the Project;
- c) Assignment of Operator's rights and benefits under this Agreement to or in favour of the Lenders as security for financial assistance provided by them.

12.3 Interest and Right of Set Off

12.3.1 Any sum which becomes payable under any of the provisions of this Agreement by one Party to the other Party shall, if the same be not paid within the time allowed for payment thereof, be deemed to be a debt owed by the Party responsible for payment thereof to the Party entitled to receive the same. Such sum shall until payment thereof carry interest at 12% per annum from the due date for payment thereof until the same is paid to or otherwise realized by the Party entitled to the same. Without prejudice to any other right or remedy that may be available under this Agreement or otherwise under law, the Party entitled to receive such amount shall also have the right of set off.

12.3.2 Provided the stipulation regarding interest for delayed payments contained in this Article 12.2 shall be neither deemed nor construed to authorise any delay in payment of any amount due by a Party nor be deemed or construed to be a waiver of the underlying breach of payment obligations.

12.4 Applicability

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

12.5 Severance

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

12.6 Governing Language

12.6.1 The Governing Language of the Agreement will be English.

12.7 Applicable Law

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

12.8 Currency of Payments

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

12.9 No Partnership

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

12.10 No Claim Certificate

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

12.11 Indemnity

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

12.12 No Publicity

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

12.13 No Assignment

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

12.14 Disclosure

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

12.15 Survival

The provisions of the clauses of the Agreement in relation to documents, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership

survive the expiry or termination of the Agreement and in relation to confidentiality, the obligations continue to apply unless the Authority notifies the Operator of its release from those obligations.

12.16 Entire Agreement

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

12.17 Compliance with Laws

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

12.18 Waiver

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

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

12.19 Notices

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

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

12.20 Counterparts

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

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

SIGNED SEALED AND DELIVERED

For and on behalf of Andaman & Nicobar Islands Integrated Development Corporation Ltd. (Authority) by:

(Signature)
(Name)
(Designation)

For and on behalf of _____ (Operator) by:

(Signature)
(Name)
(Designation)

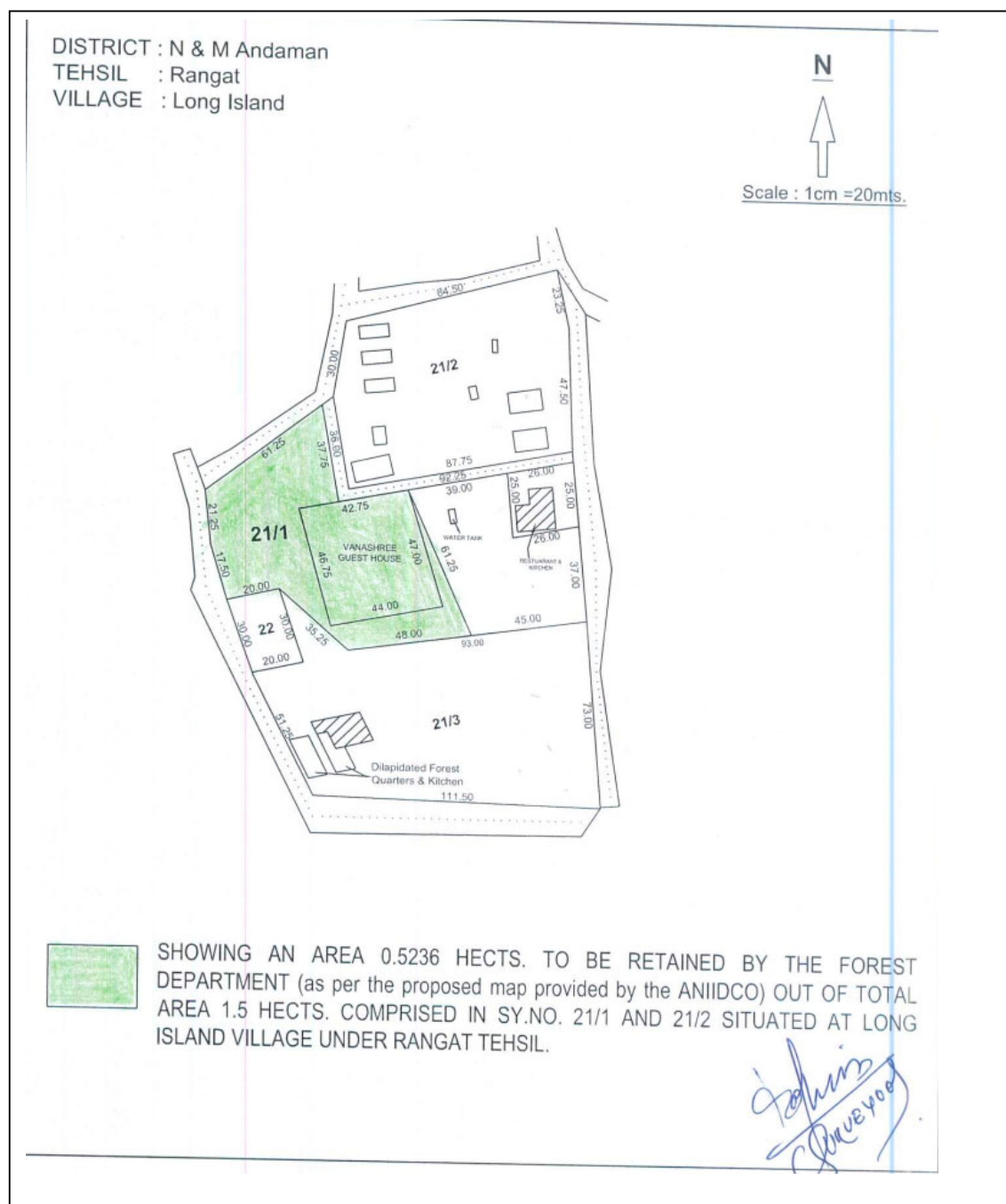
In the presence of :

1) _____ 2) _____

Schedule 1: Details of Surmai Reef GH Property

The details of Project Assets are given below:

Site Area	0.9764 Ha.
Year of Development	2016
Facilities Available	06 Tented Accommodation; 01 Tree Top Hut; Kitchen-cum-Restaurant Areas
Existing Status	Operational



Schedule 2: Details of Facilities

Mandatory Facilities

Undertake structural repairs, internal repairs, refurbishment and renovation works for operation and maintenance of 06 (six) Tented Accommodation along with Kitchen-cum-Restaurant Areas

Additional Facilities

Develop minimum additional 04 (four) Eco-Huts/Tented accommodations, leisure & entertainment based activities including Restaurant, Bar, Parking, Staff Quarters, Laundry, Gym, etc. subject to Applicable Laws. However, the Operator is only allowed to construct “temporary structures” - any ecotourism facility or structure will be subject to the provisions of the Forest (Conservation) Act 1980.

“No permanent structure shall be made/constructed to create ecotourism facility/structure, but temporary structures/facility made of predominantly natural material of local origin shall be allowed in protected area

NOTE: Any other Additional Facilities that have been agreed upon between the Authority and the Operator at the time of signing of the Agreement shall be included in the list of Additional Facilities

Schedule 3: Performance Security

(PROFORMA OF BANK GUARANTEE)³

THIS DEED OF GUARANTEE executed on this the _____ day of _____ at _____ by _____
(Name of the Bank) having its Head / Registered office at _____ hereinafter referred to as “the Guarantor” which expression shall unless it be repugnant to the subject or context thereof include successors and assigns;

In favour of

The Andaman & Nicobar Islands Integrated Development Corporation Ltd. (ANIIDCO) having its office at Vikas Bhawan, PB No.180, Sri Vijaya Puram: 744101, Andaman & Nicobar Islands, hereinafter referred to as “Authority”, which expression shall, unless repugnant to the context or meaning thereof include its administrators, successors or assigns.

WHEREAS

- A. By the Rent Agreement being entered into between Authority and _____, a company incorporated under the provisions of the Companies Act, 2013 having its registered office/ permanent address at _____ (the “**Agreement**”) the Selected Bidder had been granted the Rights to Operate and Manage the Surmai Reef Guest House, Long Island, Andaman & Nicobar Islands through Public Private Partnership (PPP), hereinafter referred to as Project.
- B. In terms of Clause 4.1 of the Agreement, the Selected Bidder is required to furnish to Authority, an unconditional and irrevocable bank guarantee for an amount of Rs. _____ /-(Rupees _____ Only), as security for due and punctual performance/discharge of its obligations under the Agreement, substantially in the format annexed as Schedule 1 to the Agreement.
- C. At the request of the Selected Bidder, the Guarantor has agreed to provide guarantee, being these presents, guaranteeing the due and punctual performance/discharge by the Operator of its obligations under the Agreement.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

1. Capitalized terms used herein but not defined shall have the meaning assigned to them in the Agreement.
2. The Guarantor hereby irrevocably guarantees the due and punctual performance by _____ [name of the Selected Bidder] (hereinafter called “the Operator”) of all its obligations under the Agreement.
3. The Guarantor shall, without demur, pay to Authority sums not exceeding in aggregate Rs. _____ /-(Rupees _____ Only), within seven (7)

³ To be issued by a Scheduled/Nationalised Bank in India and from Port Blair branch only

calendar days of receipt of a written demand therefore from the Authority stating that the Operator has failed to meet its performance obligations under the Agreement. The Guarantor shall not go into the veracity of any breach or failure on the part of the Operator or the validity of the demand made by the Authority and shall pay the amount specified in the demand notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Operator or any other Person. The Guarantor's obligations hereunder shall subsist until all such demands are duly met and discharged in accordance with the provisions hereof.

4. In order to give effect to this Guarantee, Authority shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Agreement or other documents or by the extension of time for performance granted to the Operator or postponement/non exercise/ delayed exercise of any of its rights by the Authority or any indulgence shown by Authority to the Operator and the Guarantor shall not be relieved from its obligations under this Guarantee on account of any such variation, extension, postponement, non exercise, delayed exercise of any of its rights by Authority or any indulgence shown by Authority provided nothing contained herein shall enlarge the Guarantor's obligation hereunder.
5. This Guarantee shall be irrevocable and shall remain in full force and effect until _____ unless discharged/released earlier by Authority in accordance with the provisions of the Agreement. The Guarantor's liability in aggregate be limited to a sum of Rs. _____/- (Rupees _____ Only) (Equal to amount specified in Clause 4.1.1 of the Agreement).
6. This Guarantee shall not be affected by any change in the constitution or winding up of the Operator / the Guarantor or any absorption, merger or amalgamation of the Operator / the Guarantor with any other Person.
7. The Guarantor has power to issue this guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under _____.

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN SIGNED AND DELIVERED

by _____ Bank
 by the hand of Shri _____
 its _____ and authorised official.

Schedule 4: Format for Letter of Authorization
(To be given on the Authority letterhead)

TO WHOMSOEVER IT MAY CONCERN

This is to confirm that Surmai Reef GH (Property) has been handed over to _____ (Name of Tenant) pursuant to the Rent Agreement dated _____, entered into between the Andaman & Nicobar Islands Integrated Development Corporation Ltd. (ANIIDCO) .

In terms of the said Agreement, the Tenant is authorised to occupy the said Property and carry out all activities authorised by the said Agreement, and for that purpose, to apply for and obtain all approvals, licenses and permits, required in connection with operation of Surmai Reef GH, including reconstruction, or renovation, of the existing structures, and carry out operation and management of the said Property and to avail the utilities such as power, water, telecommunication and any other incidental utilities or services required in connection therewith.

Yours faithfully,

Managing Director
Andaman & Nicobar Islands Integrated Development Corporation Ltd. (ANIIDCO)

Schedule 5: Guidelines on Measures

The following are guidelines on measures to be taken by the Operator during the tenancy of the Precautionary Notice. The Authority shall indicate the specific measures, from the following list, to be observed at the time of issuing the Precautionary Notice:

- a) Details of Operator Staff/ Personnel and Guests including ID, name, address, check in & check out timings, passport details if any and other relevant details shall be recorded in a separate register for the purpose and copy of the same to be submitted to the Authority on request;
- b) Vehicle Number and respective entry and exit timings to be recorded accurately;
- c) Operator Staff/ Personnel and Guests shall not carry any items indicated by the Authority in Precautionary Notice to the Premises;
- d) Capture photographs of all the Operator Staff/ Personnel and Guests;
- e) Any other reasonable measure indicated by the Authority, including timing restrictions on entry, etc., for the purposes of safety and security of the Project Asset visitors.
- f) Capital and operating costs for the aforesaid devices shall be borne by the Operator. Security personnel/s for operations of the same shall be deployed by the Operator.