

Corrigendum regarding RFP for appointment of consultant

The last date for submission of RFP for appointment of consultant for preparation of Netaji Subhash Chandra Bose Memorial & Development Plan for Netaji Subhash Chandra Bose Island is extended to 24.02.2023 till 3.00 pm.

Response to the pre bid queries and RFP document can be downloaded from the website <http://aniidco.and.nic.in>, <https://eprocure.andaman.gov.in> and www.andaman.gov.in

Executive Director (NSCB Island)
ANIIDCO

F. NO-1-1757/ANIIDCO/Projects/2022-23/3898



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ANDAMAN AND NICOBAR ISLANDS
INTEGRATED DEVELOPMENT CORPORATION LTD
(A Government undertaking)
CIN: U74999AN1988SGC000028, GSTIN: 35ACCA4070B1ZB

Responses on the Request for Proposal (RFP) for appointment of consultant for preparation of Netaji Subhash Chandra Bose Memorial & Development Plan for Netaji Subhash Chandra Bose Island

With reference to the Pre Bid Meeting held on 16.01.2023 for appointment of consultant for preparation of Netaji Subhash Chandra Bose Memorial & Development Plan for Netaji Subhash Chandra Bose Island, the responses to the Pre Bid queries issued hereunder.

Sl. No.	Section No./ Page No.	RFP Statement	Queries	Response															
1.	Clause 3.5		<p>Team composition the qualification of the staff may please be reviewed as the same which has been proposed in the tender may restrict the no. of participants to very few. So , we propose that the same may please be reviewed and we propose the same as under for your kind perusal and necessary action:</p> <table border="1"><thead><tr><th>S. No</th><th>Profession</th><th>Years of professional experience</th><th>Minimum qualification as per tender</th><th>Proposed minimum qualification</th></tr></thead><tbody><tr><td>1.</td><td>Team leader- Tourism/ Hospitality expert</td><td>15</td><td>Master degree in Tourism/ Hospitality</td><td>Masters Degree in Tourism/ Hospitality/ Town Planning</td></tr><tr><td>2.</td><td>Conservation Architect</td><td>10</td><td>Master degree in Architecture</td><td>Bachelor Degree in Architecture</td></tr></tbody></table>	S. No	Profession	Years of professional experience	Minimum qualification as per tender	Proposed minimum qualification	1.	Team leader- Tourism/ Hospitality expert	15	Master degree in Tourism/ Hospitality	Masters Degree in Tourism/ Hospitality/ Town Planning	2.	Conservation Architect	10	Master degree in Architecture	Bachelor Degree in Architecture	Please refer Clause 3.5 of Section 3 of the enclosed RFP document regarding Team Composition.
S. No	Profession	Years of professional experience	Minimum qualification as per tender	Proposed minimum qualification															
1.	Team leader- Tourism/ Hospitality expert	15	Master degree in Tourism/ Hospitality	Masters Degree in Tourism/ Hospitality/ Town Planning															
2.	Conservation Architect	10	Master degree in Architecture	Bachelor Degree in Architecture															

Sl. No.	Section No./ Page No.	RFP Statement	Queries					Response
			3.	Landscape and Ecology Expert	10	Master degree in Landscape or Ecology or Forestry or allied subjects	Bachelor degree in Landscape or Ecology or Forestry or allied subjects	
			4.	Finance Expert	10	Post Graduate Degree in Finance or Economics	Post Graduate Degree in Finance/ Economics or Chartered Accountant	
			5.	Structural Engineer	10	Masters Degree in Structural Engineering	Masters Degree in Structural Engineering	
			6.	Graphic and Museum Designer	10	Masters Degree	Bachelor Degree in Architecture	
			7.	Illumination Expert	10	Bachelor Degree in Electrical Engineering	Bachelor Degree in Electrical Engineering	
			8.	Urban Planner	10	Master Degree in Urban Planning or Allied Field	Bachelor Degree in Urban Planning / Allied Field or Bachelor Degree in Architecture	
2.	S.No. 15 of Section 1 Data		Earnest Money Deposit(EMD) of Rs. 12.00 lakhs may please be reviewed and the same should be Rs. 2.00 lakhs only.					Please refer to clause 12 of Section 2, regarding EMD

Sl. No.	Section No./ Page No.	RFP Statement	Queries	Response
	Sheet			
3.	Clause 4.1.1 of 4.1 pre-qualification criteria	Eligibility and Evaluation criteria the financial capacity of the consultant have an average annual turnover of atleast INR 200 crore in three(3) consecutive financial year from the date of bid submission	In this regard it is pointed out that the INR 200 crore is too high and there may be some typical/clerical mistake. It is requested the same may please be reviewed and the average annual turnover atleast should be INR 1.50 crore in three(3) consecutive financial years from the date of bid submission so that maximum bidders can participate in this bid process.	Please refer Section 4 of the enclosed RFP document regarding Eligibility and Evaluation Criteria.
4.	Clause 3.5 Team Composition		It is requested that following clauses may please be added as the same are standard clauses which are generally included in all the tenders of CPWD, RITES, NBCC etc. (i) Under clause 3.5 team composition "Assistant Engineers retired from Government Services that are holding Diploma will be treated at par with Graduate Engineers. Diploma holder with minimum 10 years relevant experience with a reputed construction agency/firm can be treated at par with Graduate Engineers for the purpose of such deployment subject of the condition that such diploma holder should not exceed 50% of requirement of degree engineers" (ii) Under Section 4 Eligibility and Evaluation Criteria "The value of executed works and consultancy (design/drawing) shall be brought to current costing level by enhancing the actual value of work at simple rate of 1% per annum, calculated from the date of completion to previous day of last day of submission of bids".	Please refer Clause 3.5 of Section 3 and Section 4 of the enclosed RFP document regarding Team Composition and Eligibility & Evaluation Criteria respectively.
5.	Page 4, S.No.15	EMD of Rs. 12,00,000 (INR twelve lakhs only). EMD of successful bidder shall be returned on furnishing of performance bank guarantee	We request you to kindly exempt the requirement of EMD from the firms which are owned by Central or any State Government or in which such Government have stake. Also, in view of the Government of India's policy to promote the MSME we request you to exempt the requirement of EMD for MSMEs.	Please refer to Clause 12 of Section 2, regarding EMD.
6.	Page 4,	Number of Copies to be	We request following modification:	Only EMD and bid processing fee to be submitted in original. The

Sl. No.	Section No./ Page No.	RFP Statement	Queries	Response
	S.No.17	submitted: As follows: 3 (Three) hard copies and One (1) soft copy of the Technical Proposal	Number of Copies to be submitted: As follows • Technical Proposal - Original and 1 (one) copy	Technical and Financial bids should be filled/submitted online at https://eprocure.andaman.gov.in
7.	Page 29, Clause 3.5	Team Leader-Tourism/ Hospitality Expert- Minimum Qualification: Master's Degree in Tourism/Hospitality.	Request the clause to be changed as – Team Leader-Tourism/ Hospitality Expert- Minimum Qualification: Master in Architecture / Planning /Landscape or equivalent	Please refer Clause 3.5 of Section 3 of the enclosed RFP document regarding Team Composition.
8.	Page 29, Clause 3.5	Conservation Architect- Specific Experience: Experience in restoring heritage buildings/monuments.	Request the clause to be changed as – Conservation Architect- Specific Experience: Experience in restoring/conservation of heritage buildings/monuments.	Please refer Clause 3.5 of Section 3 of the enclosed RFP document regarding Team Composition.
9.	Page 30, Clause 3.5:	Graphic & Museum Designer- Specific Experience: Should have a minimum of 10 years relevant experience in designing the museum and graphics	Request the clause to be changed as –Specific Experience: Should have a minimum of 10 years relevant experience in designing the museum or graphics	Please refer Clause 3.5 of Section 3 of the enclosed RFP document regarding Team Composition.
10.	Page 30, Clause 3.5	Illumination Expert – Specific Experience: Should have a minimum of 10 years relevant experience in monument/ heritage building lighting	Request the clause to be changed as –Illumination Expert – Specific Experience: Should have a minimum of 10 years relevant experience in monument/ heritage building/ public building lighting.	Please refer Clause 3.5 of Section 3 of the enclosed RFP document regarding Team Composition.
11.	Page 30, Clause 3.6.	The task of preparation of Detailed Development Plan	Since the project requires comprehensive preliminary baseline surveys and data collection, a period of 3 months would not be sufficient for undertaking quality studies. Therefore, we request following modification:	Please refer Clause 3.4 of Section 3 of the enclosed RFP document regarding Expected Deliverables and Payment Milestones.

Sl. No.	Section No./ Page No.	RFP Statement	Queries	Response
		along with DPRs has to be completed within a stipulated period of 3 Months from the date of award of work.	The task of preparation of Detailed Development Plan along with DPRs has to be completed within a stipulated period of 6 Months from the date of award of work.	
12.	Page 31, Section 4. Sub-section 4.1, Clause 4.1.1, S.No.1	Financial Capacity: The Consultant have an average annual turnover of at least INR 200 crore in three (3) consecutive financial year from the date of bid submission.	As the project is of technical nature, the financial capacity should not have a bearing on the scoring. Therefore we request that the weightage be given to technical eligibility and reduce the average annual turnover value to 25 crores in three (3) consecutive financial year from the date of bid submission.	Please refer Section 4 of the enclosed RFP document regarding Eligibility and Evaluation Criteria.
13.	Page 32, Section 4.2 Sub-section 4.2.1, S.No.1 (iii)	Experience in planning of museum/ oceanarium/ ecology park valuing Rs.100 crore will carry 7.5 marks	Request the clause to be changed as – Experience in planning of museum/ oceanarium/ecology park/ waterfront valuing Rs.50 crore will carry 7.5 marks	Please refer Section 4 of the enclosed RFP document regarding Eligibility and Evaluation Criteria.
14.	Sl. No 15 Pg. no 4 Section – 1 Data Sheet	Earnest Money Deposit (EMD) of Rs. 12,00,000 (INR twelve lakhs only). EMD of successful bidder shall be returned on furnishing of performance bank guarantee	Would request you to please exempt EMD for MSME units.	Please refer Clause 12 of Section 2, regarding EMD.
15.	Sl. No 16 Pg. no 4 Section	Bid Processing Fee Rs 25,000 (INR Twenty-Five Thousand only) towards Bid Processing Fee in the form of Demand Draft	Would request you to please reduce the Fees to Rs.10,000/-	Please refer Clause 13 of Section 2, regarding bid processing fee.

Sl. No.	Section No./ Page No.	RFP Statement	Queries	Response
	- 1	drawn in favour of ANIIDCO Ltd. and payable at Port Blair.		
16.	Sl. No 3.5 Pg. no 29 Section 3: Terms of Reference (Team composition)	Team Leader - Tourism / Hospitality Expert Years of Professional Experience: - 15 Qualification: - Master's Degree in Tourism/ Hospitality Specific Experience: - Experience in development of Hospitality/Tourism projects	For this position, please also consider: Masters' in Landscape Architect with specialization in Landscape with not less than 15 years' experience in the designing and implementation of similar projects. And/or OR Senior Architect, B. Arch in Architecture with relevant experience of 25 years' and implementation of similar projects.	Please refer Clause 3.5 of Section 3 of the enclosed RFP document regarding Team Composition.
		Conservation Architect Years of Professional Experience: - 10 Qualification: - Master's Degree in Architecture Specific Experience: - Experience in restoring heritage buildings/ monuments	For this position, please allow team members to be Associates or Sub-consultants	Please refer Clause 3.5 of Section 3 of the enclosed RFP document regarding Team Composition.
		Landscape and Ecology expert Years of Professional Experience: - 10 Qualification: - Master's degree in Landscape or Ecology or forestry or allied subject Specific Experience: - Experience in dealing	For this position, please also consider Experience in dealing with eco-restoration of lakefronts / riverfronts / seafronts	Please refer Clause 3.5 of Section 3 of the enclosed RFP document regarding Team Composition.

Sl. No.	Section No./ Page No.	RFP Statement	Queries	Response
		with conservation of natural forest areas and biodiversity		
		<p>Finance Expert Years of Professional Experience: - 10 Qualification: - Post Graduate degree in finance or economics Specific Experience: - The Financial expert will have extensive experience in municipal finance, project management, resource mobilization, public private partnership, and urban infrastructure development. Expert will have experience in public policy preparation or toolkits preparation in resource mobilization for Indian cities</p>	For this position, please allow team members to be Associates or Sub-consultants	Please refer Clause 3.5 of Section 3 of the enclosed RFP document regarding Team Composition.
		<p>Structural Engineer Years of Professional Experience: - 10 Qualification: - Masters in Structural Engineering Specific Experience: - Should have a minimum of 10 years relevant experience in Structural Engineering</p>	For this position, please allow team members to be Associates or Sub-consultants	Please refer Clause 3.5 of Section 3 of the enclosed RFP document regarding Team Composition.

Sl. No.	Section No./ Page No.	RFP Statement	Queries	Response
		Design having experience in designing buildings in seismic zones		
17.		Graphic & Museum Designer Years of Professional Experience: - 10 Qualification: - Master's degree Specific Experience: - Should have a minimum of 10 years relevant experience in designing the museum and graphics	For this position, please also consider Bachelor's Degree with relevant experience of 10 years' of graphic designing.	Please refer Clause 3.5 of Section 3 of the enclosed RFP document regarding Team Composition.
		Illumination Expert Years of Professional Experience: - 10 Qualification: - Bachelor Degree in Electrical Engineering Specific Experience: - Should have a minimum of 10 years relevant experience in monument/ heritage building lighting	For this position, please allow team members to be Associates or Sub-consultants	Please refer Clause 3.5 of Section 3 of the enclosed RFP document regarding Team Composition.
		Urban Planner Years of Professional Experience: - 10 Qualification: Master's degree in urban Planning or allied filed Specific Experience: -	For this position, please also consider: Masters' in Urban Designing with have a minimum experience of 10 years in the designing and implementation of lakefronts/ riverfronts / seafrontsprojects.	Please refer Clause 3.5 of Section 3 of the enclosed RFP document regarding Team Composition.

Sl. No.	Section No./ Page No.	RFP Statement	Queries	Response
		Should have a minimum experience of 10 years in Development Plans/ Development Plans / Structural Plans / Action Plans with experience in GIS/RS based Development plans. Should have led area base planning assignments with regard to Local Area Plans. Experience on Coastal zone development will be preferable		
18.	Sl. No 4.1.1 (1) Pg. no 31 Section 4: Eligibility and Evaluation Criteria	Financial Capacity: The Consultant have an average annual turnover of at least INR 200 crore in three (3) consecutive financial year from the date of bid submission.	Please decrease the Average Annual Turnover from of Rs. 200 crore to Rs.300 Lakhs for the last three years ending March 2022.	Please refer Section 4 of the enclosed RFP document regarding Eligibility and Evaluation Criteria.
19.	Sl. No 4.1.1 (2) Pg. no 31 Section 4: Eligibility and Evaluation Criteria	Experience in at least one project of Rs. 100 crore Development Plan of Heritage site is mandatory to be considered eligible. However, Experience related to planning of Tourism Site aspects such as Land Use Planning, Development Regulations, proposals for infrastructure	Would request you to please allow completed assignments in the last 7 years, covering a minimum shoreline of waterfronts in any of the following areas: Riverfront / Lakefront / Seafront with consultancy fees of Rs. 40 lakhs per assignment	Please refer Section 4 of the enclosed RFP document regarding Eligibility and Evaluation Criteria.

Sl. No.	Section No./ Page No.	RFP Statement	Queries	Response
		development etc. undertaken in the past ten (10) years shall be considered for evaluation.		
20.	Sl. No 4.2.1 (1) Pg. no 32. Evaluation	Experience in planning of museum oceanarium / ecology park valuing Rs.100 crore will carry 7.5marks	Would request you to also include Flower Parks/Gardens along River fronts valuing Rs. 15 crore	Please refer Section 4 of the enclosed RFP document regarding Eligibility and Evaluation Criteria.
21.	Page No 14	<p>12. Earnest Money Deposit (EMD) and Bid processing Fees</p> <p>12.1 Earnest Money Deposit 12.1.1 An EMD of Rs. 12,00,000/- in the form of DD/bank guarantee drawn in favour of the ANIIDCO Ltd. and payable at Port Blair must be submitted along with the Proposal.</p> <p>13. Bid Processing Fees</p> <p>13.1 All consultants are required to pay Rs. 25000/- towards Bid Processing Fees in the form of demand Draft drawn in favour of ANIIDCO Ltd. and payable at Port Blair. The Bid Processing Fee is Non-Refundable.</p>	As per the Government notification, the bidders registered with the MSME and NSIC (Micro, Small and Medium Enterprises) are exempted from submitting the EMD and cost of document. We request to exempt the MSME and NSIC registered consultants from submission of the EMD and cost of the document.	Please refer to clause 12 and 13 of Section 2, regarding EMD and Bid processing fees.
22.	Page No	Section 4. Eligibility and	Section 4. Eligibility and Evaluation Criteria	Please refer Section 4 of the enclosed RFP document regarding

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	31	<p>Evaluation Criteria</p> <p>4.1 Pre-qualification criteria</p> <table border="1" data-bbox="465 305 846 1096"> <thead> <tr> <th data-bbox="465 305 532 479">S. No.</th> <th data-bbox="532 305 685 479">Eligibility Condition</th> <th data-bbox="685 305 846 479">Documentary proof to be submitted</th> </tr> </thead> <tbody> <tr> <td data-bbox="465 479 532 1096">1.</td> <td data-bbox="532 479 685 1096">Financial Capacity: The Consultant have an average annual turnover of at least INR 200 crore in three (3) consecutive financial year from the date of bid submission</td> <td data-bbox="685 479 846 1096">Audited Financial statements from Chartered Accountant or Statutory Auditor.</td> </tr> </tbody> </table> <p>4.1.2 Consultants are allowed to form consortiums and bid for the project. The consortium should not consist of more than two consultant firms. The responsibilities to undertake all the activities detailed out in the scope of work shall</p>	S. No.	Eligibility Condition	Documentary proof to be submitted	1.	Financial Capacity: The Consultant have an average annual turnover of at least INR 200 crore in three (3) consecutive financial year from the date of bid submission	Audited Financial statements from Chartered Accountant or Statutory Auditor.	<p>4.1 Pre-qualification criteria</p> <table border="1" data-bbox="860 235 1591 581"> <thead> <tr> <th data-bbox="860 235 940 341">S. No.</th> <th data-bbox="940 235 1330 341">Eligibility Condition</th> <th data-bbox="1330 235 1591 341">Documentary proof to be submitted</th> </tr> </thead> <tbody> <tr> <td data-bbox="860 341 940 581">1.</td> <td data-bbox="940 341 1330 581">Financial Capacity: The Consultant have an average annual turnover of at least INR 20050 crore in three (3) consecutive financial year from the date of bid submission.</td> <td data-bbox="1330 341 1591 581">Audited Financial statements from Chartered Accountant or Statutory Auditor.</td> </tr> </tbody> </table> <p>Consultants are allowed to form consortiums and bid for the project. The consortium should not consist of more than two consultant firms. The responsibilities to undertake all the activities detailed out in the scope of work shall rest with the lead consultant from the consortium. The team leader and more than fifty percent of the experts listed in the team should invariably be a part of lead consultant. He should be available in all important meetings and presentations. We understand that the foreign consultant can also be the Lead Member of the consortium. Please clarify.</p>	S. No.	Eligibility Condition	Documentary proof to be submitted	1.	Financial Capacity: The Consultant have an average annual turnover of at least INR 20050 crore in three (3) consecutive financial year from the date of bid submission.	Audited Financial statements from Chartered Accountant or Statutory Auditor.	Eligibility and Evaluation Criteria.
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		rest with the lead consultant from the consortium. The team leader and more than fifty percent of the experts listed in the team should invariably be a part of lead consultant. He should be available in all important meetings and presentations.		
23.			As it will take us substantial time to form a consortium and organize the documents with the consortium partner. We, therefore request you to kindly extend the date of submission till 2 nd week of March, 2023.	Bid submission date is extended to 24.02.2023
24.	Page No 14 Clause 13	Bid Processing Fees All consultants are required to pay Rs. 25000/- towards Bid Processing Fees in the form of demand Draft drawn in favour of ANIIDCO Ltd. and payable at Port Blair.	Considering the short duration of the assignment, we request you to kindly reduce the Bid processing fees to Rs. 10,000/-.	Please refer to clause 13 of Section 2, regarding bid processing fees.
25.	Page No 15 SECTION 1: DATA SHEET Clause 17:	3 (Three) hard copies and One (1) soft copy of the Technical Proposal, and original EMD/Bid processing fee in sealed cover.	We understand the proposal has to be submitted online at https://eprocure.andaman.gov.in along with the hard copy submission. Considering the time required by postal services, we request you to kindly provide at least five working days' time after the online submission for the Hard Copies submission.	Only EMD and bid processing fees to be submitted in originals. The Technical and Financial bids should be filled/submitted online at https://eprocure.andaman.gov.in

Sl. No.	Section No./ Page No.	RFP Statement	Queries	Response
26.	Page No 28 Section 3: Term of Reference Clause 3.4 & 3.6	Expected Deliverables and Payment Milestones Cumulative Time Frame (Months) – 5.0 Expected Duration of Assignment / Period of Engagement: 3 Months. The task of preparation of Detailed Development Plan along with DPRs has to be completed within a stipulated period of 3 Months from the date of award of work.	There is discrepancy between the duration of assignment mentioned in Clause 3.4 and Clause 3.6. Kindly confirm the actual timeline for the assignment. Considering the scope of work, we request you to kindly provide at least 5 months duration for project completion.	Please refer Clause 3.4 of Section 3 of the enclosed RFP document regarding Expected Deliverables and Payment Milestones.
27.	Page No 32 Section 4.2.1	Criteria, sub-criteria and point system for evaluation to be followed under this procedure is as under: (iii) Experience in planning of museum/ oceanarium/ ecology park valuing Rs.100 crore will carry 7.5 marks	Generally, the planning projects of museum /ecology park are not very high in terms of infrastructure cost. We request you to kindly remove the requirement of project value from this criterion. Please confirm whether the experience in planning of Eco-sensitive National parks will be considered eligible under this criterion.	Please refer Section 4 of the enclosed RFP document regarding Eligibility and Evaluation Criteria.
28.	Page No 31 Section 4	Eligibility and Evaluation Criteria	Kindly confirm, whether the ongoing projects will be considered eligible under Section 4 for pre-qualification criteria and evaluation criteria. We request you to kindly allow the ongoing project wherein 80% of project is completed in terms of payment.	Please refer Section 4 of the enclosed RFP document regarding Eligibility and Evaluation Criteria.
29.	Page No 35 & 47 Form Tech-2	CONSULTANT'S ORGANIZATION AND EXPERIENCE	In the Technical Proposal format, the details required under Form Tech-2 and Form Tech-12 are similar in nature. We understand that under 'Form 2', consulting assignments with similar nature to this assignment can be shown, however under Form Tech -12,	May please refer Form Tech-2 "Consultants Organization and Experience" and Form Tech-12 "Applicant's Experience for Completed Projects"

Sl. No.	Section No./ Page No.	RFP Statement	Queries	Response
	& Form Tech-12	B - Consultant's Experience And Applicant's Experience for Completed Projects	only the eligible projects as per the criteria mentioned in Section 4 can be shown. Kindly Confirm?	
30.	Clause No. 4.1 Table Sub-clause 1/ Page 31	Pre- Qualification Criteria 1. Financial Capacity: The Consultant have an average annual turnover of at least INR 200 crore in three (3) consecutive financial year from the date of bid submission. Documentary proof to be submitted Audited Financial statements from Chartered Accountant or Statutory Auditor.	Pre- Qualification Criteria 1. Financial Capacity: The Consultant have an average annual turnover of at least INR 200 20 crore in three (3) consecutive financial year from the date of bid submission. <u>Documentary proof to be submitted</u> Audited Financial statements from Chartered Accountant or Statutory Auditor. Generally Financial Capacity of the firm is twice the expected fee for the project. It appears instead of twice the fee; eligibility is calculated at twice the project cost. Based on this, annual turnover for the qualification will come in the range of 10 to 15 crores. Request you to amend the same.	Please refer Section 4 of the enclosed RFP document regarding Eligibility and Evaluation Criteria.

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31.	Clause No. 4.1 Table Sub-clause 2/ Page 31	<p>Pre- Qualification Criteria</p> <p>Experience in at least one project of Rs.100 Crore Development Plan of Heritage site is mandatory to be considered. However, Experience related to planning of Tourism Site aspects such as Land Use Planning, Development Regulations, proposals for infrastructure development etc. undertaken in the past ten (10) years shall be considered for evaluation.</p> <p><u>Documentary proof to be submitted</u></p> <p>Work orders/ completion certificate confirming year and area of activity along with issuing Authority (Central or State Government).</p>	<p>Pre- Qualification Criteria</p> <p>Experience in at least one project of Rs.100 Crore Development Plan of Heritage site is mandatory to be considered. However, Experience related to planning of Tourism Site/ Reputed Institutional aspects such as Land Use Planning, Development Regulations, proposals for infrastructure development etc. undertaken in the past ten (10) years shall be considered for evaluation.</p> <p><u>Documentary proof to be submitted</u></p> <p>Work orders/ completion certificate confirming year and area of activity along with issuing Authority (Central or State Government).</p> <p>Qualification is asking for heritage projects which are limited in numbers. Allowing reputed institutional projects will allow reputed firms with experience and knowledge to participate.</p>	Please refer Section 4 of the enclosed RFP document regarding Eligibility and Evaluation Criteria.																														
32.	Clause No. 4.2 Table Sub-clause 1/ Page 32	<p>Evaluation</p> <table border="1"> <thead> <tr> <th>S. No.</th> <th>Criteria</th> <th>Weightage</th> </tr> </thead> <tbody> <tr> <td>I</td> <td>Specific experience of the consultant firm relevant to the assignment / job</td> <td>35 Marks</td> </tr> <tr> <td>i)</td> <td>Each project of Development planning of any heritage site/Theme based tourist will carry 5 marks. (maximum 20 marks). Each project must be of value of at least Rs. 50 crore</td> <td>20 Marks</td> </tr> <tr> <td>ii)</td> <td>Experience in Development planning of iconic structure/ statue valuing at least Rs. 100 crores will carry 7.5 marks.</td> <td>15 Marks</td> </tr> <tr> <td>iii)</td> <td>Experience in planning of museum/oceanarium/ecology park valuing Rs.100 crore will carry 7.5 marks</td> <td></td> </tr> </tbody> </table>	S. No.	Criteria	Weightage	I	Specific experience of the consultant firm relevant to the assignment / job	35 Marks	i)	Each project of Development planning of any heritage site/Theme based tourist will carry 5 marks. (maximum 20 marks). Each project must be of value of at least Rs. 50 crore	20 Marks	ii)	Experience in Development planning of iconic structure/ statue valuing at least Rs. 100 crores will carry 7.5 marks.	15 Marks	iii)	Experience in planning of museum/oceanarium/ecology park valuing Rs.100 crore will carry 7.5 marks		<p>Evaluation</p> <table border="1"> <thead> <tr> <th>S. No.</th> <th>Criteria</th> <th>Weightage</th> </tr> </thead> <tbody> <tr> <td>I</td> <td>Specific experience of the consultant firm relevant to the assignment / job</td> <td>35 Marks</td> </tr> <tr> <td>i)</td> <td>Each project of Development planning of any heritage site/Theme based tourist/ Reputed Institutional will carry 5 marks. (maximum 20 marks). Each project must be of value of at least Rs. 50 crore</td> <td>20 Marks</td> </tr> <tr> <td>ii)</td> <td>Experience in Development planning of iconic structure statue valuing at least Rs. 100 crores will carry 7.5 marks.</td> <td>15 Marks</td> </tr> <tr> <td>iii)</td> <td>Experience in planning of</td> <td></td> </tr> </tbody> </table>	S. No.	Criteria	Weightage	I	Specific experience of the consultant firm relevant to the assignment / job	35 Marks	i)	Each project of Development planning of any heritage site/Theme based tourist/ Reputed Institutional will carry 5 marks. (maximum 20 marks). Each project must be of value of at least Rs. 50 crore	20 Marks	ii)	Experience in Development planning of iconic structure statue valuing at least Rs. 100 crores will carry 7.5 marks.	15 Marks	iii)	Experience in planning of		Please refer Section 4 of the enclosed RFP document regarding Eligibility and Evaluation Criteria.
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33.	Clause No. 4.2 Table Sub-clause 1/ Page 32	<p>Team Composition The TOR for the proposed positions is as follows:</p> <table border="1"> <thead> <tr> <th>Profession</th> <th>Years of Experience</th> <th>Minimum Qualification</th> </tr> </thead> <tbody> <tr> <td>Team Leader-Tourism/Hospitality Expert</td> <td>15</td> <td>Master's in Tourism/Hospitality</td> </tr> <tr> <td>Conservation Architect</td> <td>10</td> <td>Master's Degree in Architecture</td> </tr> <tr> <td>Landscape and Ecology expert</td> <td>10</td> <td>Master's Degree in Landscape or Ecology or forestry or allied subject.</td> </tr> <tr> <td>Structural Engineer</td> <td>10</td> <td>Master's in Structural Engineering</td> </tr> <tr> <td>Graphic & Museum Designer</td> <td>10</td> <td>Master Degree</td> </tr> </tbody> </table>	Profession	Years of Experience	Minimum Qualification	Team Leader-Tourism/Hospitality Expert	15	Master's in Tourism/Hospitality	Conservation Architect	10	Master's Degree in Architecture	Landscape and Ecology expert	10	Master's Degree in Landscape or Ecology or forestry or allied subject.	Structural Engineer	10	Master's in Structural Engineering	Graphic & Museum Designer	10	Master Degree	<p>Team Composition The TOR for the proposed positions is as follows:</p> <table border="1"> <thead> <tr> <th>Profession</th> <th>Years of Experience</th> <th>Minimum Qualification</th> </tr> </thead> <tbody> <tr> <td>Team Leader-Tourism/Hospitality Expert</td> <td>15</td> <td>Master's in Architecture with 10 years' experience or B. Arch with 15 years' experience</td> </tr> <tr> <td>Conservation Architect</td> <td>10</td> <td>Master's in Architecture with 10 years' experience or B. Arch with 15 years' experience</td> </tr> <tr> <td>Landscape and Ecology expert</td> <td>10</td> <td>Master's in Architecture with 10 years' experience or B. Arch with 15 years' experience</td> </tr> <tr> <td>Structural Engineer</td> <td>10</td> <td>Master's in Structural Engineer or equivalent/ B. E./ B.TECH Civil with 15 years'</td> </tr> </tbody> </table>	Profession	Years of Experience	Minimum Qualification	Team Leader-Tourism/Hospitality Expert	15	Master's in Architecture with 10 years' experience or B. Arch with 15 years' experience	Conservation Architect	10	Master's in Architecture with 10 years' experience or B. Arch with 15 years' experience	Landscape and Ecology expert	10	Master's in Architecture with 10 years' experience or B. Arch with 15 years' experience	Structural Engineer	10	Master's in Structural Engineer or equivalent/ B. E./ B.TECH Civil with 15 years'	Please refer Clause 3.5 of Section 3 of the enclosed RFP document regarding Team Composition.
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34.	<p>Clause No. 4.2 Sub clause 4.2.4 /Page 33</p>	<p><u>Evaluation</u> Method of Selection: Quality and Cost Based Selection (QCBS) The technical quality of the proposal will be given a weightage of 70%. The price bids of only those consultants who qualify technically (Minimum Qualifying Marks: 75%) will be opened. The proposal with the lowest cost may be given a financial score of 100 and the other proposal will be given financial score that are inversely proportionate to their prices. The technical proposal shall be allocated weight of 70%.</p>	<p><u>Evaluation</u> Method of Selection: Quality and Cost Based Selection (QCBS) The technical quality of the proposal will be given a weightage of 70% 80%. The price bids of only those consultants who qualify technically (Minimum Qualifying Marks: 75%) will be opened. The proposal with the lowest cost may be given a financial score of 100 and the other proposal will be given financial score that are inversely proportionate to their prices. The technical proposal shall be allocated weight of 70% 80%. This is very reputed project request you to please consider more weightage to Technical and evaluate as QCBS 80:20.</p>	<p>Please refer Section 4 of the enclosed RFP document regarding Eligibility and Evaluation Criteria.</p>									

Sl. No.	Section No./ Page No.	RFP Statement	Queries	Response
35.	ClauseNo. 12.1.1 & Clause No. 13. /Page 14	<p>Earnest Money Deposit</p> <p>(a) An EMD of Rs. 12,00,000 (Indian Rupees Twelve Lakhs only), in the form of DD/bank guarantee drawn in favour of the ANIIDCO Ltd. and payable at Port Blair must be submitted along with the Proposal.</p> <p>13. Bid Processing Fees</p> <p>All consultants are required to pay Rs. 25,000 (INR Twenty-Five Thousand Only) towards Bid Processing Fees in the form of demand Draft drawn in favour of Andaman and Nicobar Islands Integrated Development Corporation Limited (ANIIDCO) and payable at Port Blair. The Bid Processing Fee is Non-Refundable. Please note that the Proposal, which does not include the bid processing fees, would be rejected as non-responsive.</p>	<p>MSME registered firms may be exempted to pay Earnest Money Deposit and Bid Processing Fees.</p> <p>We are MSME registered firm, exempted to pay Earnest Money Deposit (EMD) and Bid Processing Fees as per Government Guidelines. Request you to please consider exemption to pay EMD and Bid Processing Fees for this RFP.</p> <p>Please confirm.</p>	<p>Please refer to clause 12 and 13 of Section 2, regarding EMD and Bid processing fees.</p>
36.	Clause No. 10.1 /Page 14	<p>10. Taxes</p> <p>The Consultant shall fully familiarize themselves about the applicability of Domestic taxes (such as: Goods and Service Tax (GST), Income Tax, duties, fees, levies) on amounts payable by the Employer under the Contract. All such taxes must be included by the consultant in the financial proposal.</p>	<p>Request you to please exclude the Goods and Service Tax (GST) on fees part. Due to GST may be change time to time as per Government policy. Please consider.</p>	<p>Please refer Clause 10 of Section 2 and Form Fin-2 of the RFP document.</p> <p>No change in the RFP document</p>
37.	Section 1 Data sheet at page 3	<p>Date, time and address for submission of bid:</p> <p>Date 10.02.2023 Time 3.00 pm Address Executive Director (NSCB), ANIIDCO Ltd., Vikas Bhawan, Port Blair – 744101 https://eprocure.andaman.gov.in</p>	<p>We request you to kindly extend the date of submission of proposal by 2 weeks' time for submission from the date of release of pre-bid responses by the client.</p>	<p>Bid submission date is extended to 24.02.2023</p>

Sl. No.	Section No./ Page No.	RFP Statement	Queries	Response
38.	Sl. No. 3 & 4 of Clause 4.1.1 of Section 4	Undertaking in the prescribed format		Undertaking in the prescribed format is enclosed as Form Tech 16 & 17 has been included in the enclosed RFP document.
39.	Sl. No. III of Clause 4.2.1 of Section 4	As per Form Tech 3 & 4		It may be read as Form Tech 5 & 6 and the same has been modified in the enclosed RFP document.
40.	Annexure A: Standard Forms (technical) Form Tech 11	Form Tech 11		Modified Form Tech 11 is included in the enclosed RFP document

The last date for submission of bids is extended to 03.00 pm on 24.02.2023, may please refer to enclosed RFP document for detailed terms and conditions.

Executive Director (NSCB Island)
F. No. 1-1757/ANIIDCO/Projects/2022-23/3898
Dated: 28.01.2023

**APPOINTMENT OF CONSULTANT
FOR
PREPARATION OF
NETAJI SUBHASH CHANDRA BOSE MEMORIAL
AND
DEVELOPMENT PLAN
FOR
NETAJI SUBHASH CHANDRA BOSE ISLAND**

REQUEST FOR PROPOSAL

Reference No: 1-1757/ANIIDCO/Projects/2022-23/3898 dt. 28.01.2023

Employer: Andaman and Nicobar Islands Integrated
Development Corporation Limited (ANIIDCO)

Represented by: Managing Director, ANIIDCO

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SECTION 1: DATA SHEET

Part1: About the Project

Sr. No.	Particulars	Project Specific Information
1.	Reference No.	1-1757/ANIIDCO/Projects/2022-23/3898 dt. 28.01.2023
2.	Project Name	Preparation of Netaji Subhash Chandra Bose Memorial & Development Plan for Netaji Subhash Chandra Bose Island
3	Name of the Employer:	Andaman and Nicobar Administration through the Project Proponent namely Andaman and Nicobar Islands Integrated Development Corporation Limited (ANIIDCO)
4.	Name of the Assignment:	Preparation of Netaji Subhash Chandra Bose Memorial & Development Plan for NSCB Island
5.	Date, time and address for submission of bid:	
	Date	Extended to 24.02.2023
	Time	3.00 pm
	Address	Executive Director (NSCB), ANIIDCO Ltd. Vikas Bhawan, Port Blair – 744101 Website: https://eprocure.andaman.gov.in
6.	A pre-bid meeting will be held on:	16.01.2023, 03.00 pm through Video Conference
7.	The Employer's representative is:	General Manager (Projects)
	Address:	ANIIDCO Ltd. Vikas Bhawan, Port Blair - 744101
	Telephone:	03192 - 232098
	E-mail:	aniidco@gmail.com
8.	The Employer will provide the following inputs and facilities:	The Area and Contour Map of the site is available which will be shared with the consultant.
9.	Last date for receiving queries	Upto 3.00 pm on 11.01.2023
10.	The address for requesting clarifications:	General Manager (Projects), ANIIDCO Ltd. Vikas Bhawan, Port Blair - 744101
	Tele-Fax:	03192 - 232098
	E-mail:	aniidco@gmail.com

Sr. No.	Particulars	Project Specific Information
11.	Period for which proposals shall remain valid:	30 days from date of Financial Bid opening.
12.	About appointment of Sub-Consultants.	Name of Sub Consultant (if proposed) shall also be mentioned along with technical details
13.	Reimbursable Expenses	If any, as deemed by the employer
14.	Consultant to state the cost in	Indian Rupees
15.	Earnest Money Deposit (EMD)	EMD of Rs. 12,00,000 (INR twelve lakhs only). EMD of successful bidder shall be returned on furnishing of performance bank guarantee.
16.	Bid Processing Fee	Rs 25,000 (INR Twenty Five Thousand only) towards Bid Processing Fee in the form of Demand Draft drawn in favour of ANIIDCO Ltd. and payable at Port Blair.
17.	Documents/Financial instruments to be submitted in original	1.EMD as per Clause 12 of Section 2 2.Bid Processing Fees as per Clause13 of Section 2
18.	Evaluation checklist for Technical Proposals	Evaluation checklist a) EMD and Bid processing Fee b) All pages signed by authorized representative. c) Power of attorney for authorized representative. d) In case of JV/consortium whether MoU/agreement submitted. e) Whether all forms submitted. f) Does the technical proposal contain any financial information.

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

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

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

SECTION 2: INSTRUCTIONS TO BIDDERS

1. Definitions

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

- 1.13 "Sub-Consultant" means any person or entity with whom the Consultant subcontracts any part of the assignment/job.
- 1.14 "Terms of Reference" (ToR) means the document included in the RFP as Section 3 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the Consultant, and expected results and deliverables of the Assignment/job.

2. Introduction

- 2.1 The name of the assignment/Job has been mentioned in Data Sheet. Detailed scope of the assignment/ job has been described in the Terms of Reference in Section 3.
- 2.2 The date, time and address for submission of the proposals have been given in Data Sheet.
- 2.3 The Consultants are invited to submit their Proposal, for consulting Assignment/job named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 2.4 Consultants should familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first-hand information on the assignment/job and local conditions, consultants are encouraged to meet the employer's representative named in Data Sheet before submitting a proposal and to attend a pre-bid meeting specified in the Data Sheet. Attending the pre-bid meeting is optional. Consultants should contact the employer's representative to arrange for their visit or to obtain additional information on the pre-bid meeting. Consultants should ensure that these representatives are apprised of the visit in adequate time to allow them to make appropriate arrangements.
- 2.5 The Employer will provide at no cost to the consultants the inputs and facilities specified in the Data Sheet, assist the Consultants in obtaining licenses and permits needed to carry out the assignment, and make available relevant project data and reports.
- 2.6 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Employer is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

3. Eligibility of Association of Consultants and Sub-Consultants

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

4. Clarification and Amendment of RFP Documents

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

5. Conflict of Interest

- 5.1 Employer requires that Consultants provide professional, objective, and impartial advice and at all times hold the Employer's interests paramount, strictly avoid conflicts with other assignment/jobs or their own corporate interests and act without any consideration for future work.
- 5.2 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

- 5.2.1 **Conflicting activities:** A firm that has been engaged by the Employer to provide goods, works or Assignment/job other than consulting Assignment/job for a project, and any of its affiliates, shall be disqualified from providing consulting Assignment/job related to those goods, works or Assignment/job. Conversely, a firm hired to provide consulting Assignment/job for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or Assignment/job other than consulting Assignment/job resulting from or directly related to the firm's consulting Assignment/job for such preparation or implementation. For the purpose of this paragraph, Assignment/job other than consulting Assignment/job are defined as those leading to a measurable physical output, for example surveys, interviews etc
- 5.2.2 **Conflicting Assignment/job:** A Consultant (including its Personnel and Sub- Consultants) or any of its affiliates shall not be hired for any Assignment/job that, by its nature, may be in conflict with another Assignment/job of the Consultant to be executed for the same or for another Employer. For example, a Consultant hired for the preparation of Detailed Development Plan for establishment of Netaji Subhash Chandra Bose (NSCB) Island shall not be engaged to prepare an independent assessment for the same project, and a Consultant assisting the UT of A&N Islands in the privatization of public assets shall not purchase, nor advise purchasers of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an Assignment/job shall not be hired for the Assignment/ job in question.
- 5.2.3 **Conflicting relationships:** A Consultant (including its Personnel and Sub- Consultants) that has a business or family relationship with a member of the Employer's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the Assignment/job, (ii) the selection process for such Assignment/job, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the Contract.
- 5.3 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the Standard forms of technical proposal provided herewith. If the consultant fails to disclose said situations and if the Employer comes to know about any such situation at any time, it may lead to the disqualification of the Consultant during bidding process or the termination of its Contract during execution of assignment.
- 5.4 No agency or current employees of the Employer shall work as Consultants under their own ministries, departments or agencies.

6 Unfair Advantage

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

7 Proposal

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

8 Proposal Validity

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

9 Preparation of Proposals

9.1 The Proposal as well as all related correspondence exchanged by the Consultants and the Employer shall be written in English language, unless specified otherwise.

9.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

- 9.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:
- 9.3.1 The Proposal shall be based on the number of Professional staff-months or budget estimated by the Consultants. While making the proposal, the consultant must ensure that they propose the minimum number and type of experts as sought by the Employer, failing which the proposal shall be considered as non-responsive.
 - 9.3.2 Alternative professional staff shall not be proposed, and only one curriculum vita (CV) may be submitted for each position mentioned.
- 9.4 Depending on the nature of the Assignment/job, Consultants are required to submit a Technical Proposal (TP) in forms provided in Annexure-A. The Section 4 indicates the formats of the Technical Proposal to be submitted. Submission of the wrong or deficient Technical Proposal will result in the Proposal being deemed non-responsive. The Technical Proposal shall provide the information indicated in the following paras from using the attached Standard Forms (Annexure-A). Form Tech – I is a sample letter of technical proposal which is to be submitted along with the technical proposal.
- 9.4.1 A brief description of the consultant's organization and in the case of a consortium/ joint venture, of each partner, will be provided in Form Tech-2. In the same Form, the consultant and in the case of a consortium/ joint venture, each partner will provide details of experience of assignments which are similar to the proposed assignment/ job as per the terms of reference. For each Assignment/job, the outline should indicate the names of Sub- Consultants/Professional staff who participated, duration of the Assignment/job, contract amount, and Consultant's involvement. Information should be provided only for those Assignment/jobs for which the Consultant was legally contracted by the Employer as a corporation or as one of the major firms within a joint venture. Assignment/jobs completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience along with the proposal and must submit letter of award / copy of contract for all the assignments mentioned in the proposal.

- 9.4.2 Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the Assignment/job; and on requirements for counterpart staff and facilities including: administrative support, office space, Domestic transportation, equipment, data, etc. to be provided by the Employer (Form TECH-3).
 - 9.4.3 A description of the approach, methodology and work plan for performing the Assignment/job covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4. The work plan should be consistent with the Work Schedule (Form TECH-8) which will show in the form of a bar chart the timing proposed for each activity.
 - 9.4.4 The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member and their tasks is to be provided in Form TECH-5.
 - 9.4.5 Estimates of the staff input needed to carry out the Assignment/job needs to be given in Form TECH-7. The staff-months input should be indicated separately for each location where the Consultants have to work and / or provide their key staff.
 - 9.4.6 CVs of the Professional staff as mentioned in para 9.4 above signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6).
 - 9.4.7 A detailed description of the proposed methodology for staffing needs to be given in Form Tech 4 and Form Tech 7.
- 9.5 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.
- 9.6 **Financial Proposals:** The Financial Proposal shall be prepared using the attached Standard Forms (Annexure-B). It shall list all costs associated with the Assignment, including (a) remuneration for staff and (b) reimbursable expenses indicated in Form Fin 3 and Fin 4. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign (if applicable) and domestic expenditures. The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

10 Taxes

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

11 Currency

11.1 Consultants shall express the price of their Assignment in India Rupees.

12 Earnest Money Deposit (EMD) and Bid processing Fees

12.1 Earnest Money Deposit

12.1.1 An EMD of Rs 12,00,000/- Lakhs, in the form of DD/ bank guarantee drawn in favour of the ANIIDCO Ltd. and payable at Port Blair must be submitted along with the Proposal.

12.1.2 Proposals not accompanied by EMD shall be rejected as non-responsive.

12.1.3 No interest shall be payable by the Employer for the sum deposited as earnest money deposit.

12.1.4 The EMD of the unsuccessful bidders would be returned back within one month of signing of the contract.

12.2 The EMD shall be forfeited by the Employer in the following events:

12.2.1 If Proposal is withdrawn during the validity period or any extension agreed by the consultant thereof.

12.2.2 If the Proposal is varied or modified in a manner not acceptable to the Employer after opening of Proposal during the validity period or any extension thereof.

12.2.3 If the consultant tries to influence the evaluation process.

12.2.4 If the First ranked consultant withdraws his proposal during negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of proposal by the consultant).

13 Bid Processing Fees

13.1 All consultants are required to pay Rs 25000/- towards Bid Processing Fees in the form of demand Draft drawn in favor of ANIIDCO Ltd and payable at Port Blair. The Bid Processing Fee is Non-Refundable.

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

14 Submission, Receipt, and Opening of Proposal

- 14.1 The proposal should be filled online at <https://eprocure.andaman.gov.in>. The tender is based on two bid system i.e. separate Technical and Financial bid. Submission letters for both Technical and Financial Proposals should respectively be in the format of Annexure A: Standard Forms (Technical), and of Annexure B: Standard Forms (Financial) respectively. Only original EMD and Bid Processing Fee as specified in the Data Sheet is to be submitted in the office of Executive Director(NSCB), ANIIDCO Ltd., Vikas Bhawan, Port Blair, before 03.00 pm on 24.02.2023, however, the scanned copy of the EMD and Bid Processing shall be uploaded along with the Technical Bid.
- 14.2 An authorized representative of the Consultants shall initial all pages of the original Technical Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical Proposals shall be marked "ORIGINAL".
- 14.3 The Proposals submitted online as per Annexure – A and Annexure – B no later than the time and the date indicated in the Data sheet, or any extension to this date in accordance with para 4.2 above. Any proposal received by the Employer after the deadline for submission shall be rejected.

15 Proposal Evaluation

- 15.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Employer on any matter related to its Technical and/or Financial Proposal. Any effort by consultants to influence the Employer in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.
- 15.2 The employer shall constitute a Consultancy Evaluation & Review Committee (CERC) comprising of requisite representatives from the different Departments of the UT Administration/ sectoral experts nominated by Government of India, which will carry out the entire evaluation process.
- 15.3 **Evaluation of Technical Proposals:** CERC while evaluating the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the competent authority accepts the recommendation.

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

16 Award of Contract

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

17 Confidentiality

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

SECTION 3: TERMS OF REFERENCE

3.1 Background

During the 2nd World War, Andaman and Nicobar Island was under Japanese control. In 1943 the Japanese Government returned these Islands to Netaji Subhash Chandra Bose (NSCB) as the head of 'Provisional Government' of "Azad Hind Fauj". Thus, Andaman and Nicobar Island has the distinction of emerging as the first part of the Indian soil to be liberated from British Empire.

The Netaji Subhash Chandra Island (formerly known as Ross Island) was the seat of power of Colonial Administration in Andaman and Nicobar Island. In Netaji's context, the significance of this island is extremely high as he stayed throughout when he visited the Andaman and Nicobar Islands in December 1943. This Island is also symbolically significant because the British used this as the jail for the political prisoners before the construction of Cellular Jail. Our valiant patriots, with their indomitable spirit and love for the motherland, fought against authoritarian British regime and made the supreme sacrifice for the freedom of the country. Considering the historical importance of this Island, the Government of India proposes to establish a 'National Memorial' dedicated to Netaji Subhash Chandra Bose, one of the brightest shining stars of India's freedom movement, on completion of his 125th birth anniversary coincidentally falling after the completion of 75 years of India's Independence.

The remnants of the structures created for the headquarter of seat of power of British Administration in NSCB Island like the residences/houses, barracks, government offices, church, printing press, power house, swimming pool, tennis court etc can all be seen even today. It is proposed to undertake development of a National Memorial of international importance for Netaji Subhash Chandra Bose befitting his stature and develop it as a nationalistic heritage-cum-homage destination, where citizens of the indebted nation can come to pay their respect and homage to the illustrious son of India. This will also provide inspiration to millions of young Indians to dedicate their lives for the cause of nation.

As the main integral part of this 'National Memorial', it is proposed to build a grand 'Museum-cum-Interpretation Centre' based on the life and contribution of Netaji Subhash Chandra Bose to India's freedom struggle.

It is envisioned to develop Netaji Subhash Chandra Bose Island as a patriotic "MahaTeerth" where Indians can pay befitting homage and tribute to Netaji with the objective to promote heritage and homage tourism on this island. Conservation and maintenance of the remnants of historical structures will only add to the attraction for the tourists. The 'Memorial' intends to have features to bring Port Blair to the world tourism map. The 'Memorial' will house collection of artifacts and documents related to the life and thoughts of Netaji as also the history of NSCB Island from national and international sources.

The Island is situated very near to other major tourist spots of Port Blair and a large number of people visit this island every day. Journey time by boat is only around 15 minutes. Helipad and Jetty already exist there. The Andaman and Nicobar Administration operates a popular Light and Sound Show here every day. The Island has an area of around 74.2 acres out of which more than 55 acres is earmarked for the development of this project itself.

An indicative list of elements for development of the island other than those mentioned above are given below:

1. Memorial and visitor Centre.
2. Bridge/Rope way/ Underwater connectivity from Port Blair to NSCB Island
3. Laser/Light and Sound Show
4. Dynamic Electrical and lighting system of Island.
5. Guided Heritage Trail within the Island.
6. Horticulture improvement of the island.
7. Development/Beautification of water bodies and musical installation at the site.
8. Installation of access control and security system
9. Improvement of tourist amenities
10. Installation of the street furniture, information and signage system
11. Heritage Resort.
12. Musical fountain amongst the largest in the world.
13. Ferry boat dinner/cruises
14. Food court
15. Memorial herbal garden
16. Zoological Park/Butterfly Garden etc.
17. Adventure tourism activities near and around the island.
18. Solutions form containing the coastal degradation of the island
19. Miscellaneous support structures

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

3.2 Vision for development

The Vision for development of National Memorial at NSCB Island is to pay a fitting tribute to Netaji Subhash Chandra Bose. The objective of the project is to promote patriotic, heritage and homage tourism on this Island while conserving and maintaining heritage of the island. The memorial should have features to bring Port Blair to the World Tourism Map.

The key objectives of this consultancy include:

- (i) Identify suitable projects and areas for potential development of tourism activities and supporting infrastructure at NSCB Island.
- (ii) Attract investment in infrastructure and tourism sector by developing theme-based activities and projects.
- (iii) Proposed development of various new elements
- (iv) Development, Conservation and Management of existing Heritage and other structures.
- (v) Facilitate the long-term growth and development of tourism as per sustainable tourism planning principles.
- (vi) Specify the major programmes, roles and responsibilities of key players, institutional arrangements and resource requirements through proper project structuring.

3.3 Scope of Services

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

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

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

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

3.3.1 STAGE – I:

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

3.3.1.1 Data Collection and analysis:

A comprehensive study and survey of the island needs to be conducted by the Consultant indicating the existing features and facilities. The study will also include collection of information related to artefacts, facts, documents historical anecdotes related to NSCB and history of NSCB island from national and international source.

3.3.1.2 Preliminary assessment of Development Potential

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

- To undertake study to find out potential impediments to the development in view of existing laws and Supreme Court Judgements, if any.
- Assessment of Development potential may, inter alia, include tourism, infrastructure development, accessibility and connectivity, heritage and conservation, water resources, environmental assessment and disaster vulnerability.

3.3.1.3 Base Mapping

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

- The High-Resolution of 0.5/0.6 M of Geo-eye/Quick Bird or latest Satellite Imagery will be procured by the consultant from National Remote Sensing Centre (NRSC) as per the availability of the data. The cost for the procurement of the satellite imagery shall be borne by the Consultant.
- Geo-referencing of Satellite image with revenue maps and verification of the same with the topographic survey data. Digitalization of geo-referenced revenue village maps whichever required.

- Preparation of updated base map by superimposition of combined maps over satellite imagery.
- The Final Base Map shall highlight the existing heritage building and structure in the vicinity and within the site (if any), existing road network within and in the vicinity of the site, existing physical features such as water bodies, streams, hills/hillocks, rocky areas, forests etc., administrative boundaries of the site, built up features such as temples/shrines etc.

3.3.1.4 Eco sensitivity analysis

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

3.3.1.5 Land suitability Assessment

The Consultant shall prepare a GIS based map at appropriate scale, detail all features of island for its suitability for different development projects leading to preparation of the developmental plan of the island.

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

3.3.1.6 Infrastructure Gap Assessment

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

3.3.1.7 Carrying Capacity

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

3.3.1.8 Market and Technical Assessment for Tourism development

The consultant would undertake the market and technical assessment for development of tourism with multiple attractions. He would also recommend suitable activities/projects and indicate likely investment potential for integrating NSCB Island as a tourist circuit of Port Blair and surrounding area.

3.3.1.9 Stakeholder consultations:

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

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

3.3.1.10 Draft Site Development Potential report:

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

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

3.3.1.11 Presentation before the Competent Authority/ any other forum:

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

3.3.2 STAGE – II:

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

3.3.2.1 Draft Development Plan

The draft Development Plan will incorporate:

- Final list of development Projects including of Tourism and allied activities, Infrastructure (road, air and sea connectivity), web connectivity, health. An indicative list of elements for development of the island are given below:
 - a. *Museum-cum-interpretation Centre based on Netaji's contribution to India's freedom struggle by Restoration and Reclamation of old buildings of NSCB).*
 - b. *Memorial and visitor Centre.*
 - c. *Bridge/Rope way/ Underwater connectivity from Port Blair to NSCB Island*
 - d. *Laser/Light and Sound Show*
 - e. *Dynamic Electrical and lighting system of Island.*
 - f. *Guided Heritage Trail within the Island.*
 - g. *Horticulture improvement of the island.*
 - h. *Development/Beautification of water bodies and musical installation at the site.*
 - i. *Installation of access control and security system*
 - j. *Improvement of tourist amenities*
 - k. *Installation of the street furniture, information and signage system*
 - l. *Heritage Resort.*
 - m. *Musical fountain amongst the largest in the world.*
 - n. *Ferry boat dinner/cruises*
 - o. *Food court*
 - p. *Memorial herbal garden*
 - q. *Zoological Park/Butterfly Garden etc.*
 - r. *Adventure tourism activities near and around the island.*
 - s. *Solutions form containing the coastal degradation of the island*
 - t. *Miscellaneous support structures*

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

- New and innovative Multi-modal Traffic and Transportation Management proposals addressing the existing and future mobility requirements.
- Physical infrastructure proposals for water supply, sewerage, drainage, power (including renewables), solid waste management, recycle and re-use of water, rain water harvesting etc. based on techno-economic parameters
- Infrastructure proposals including health, disaster management, security etc. based on techno-economic parameters
- Block cost estimates for all development proposals, as per the methodology of Administration
- Tourism circuit & Marketing strategy
- Value addition to existing policies, regulations, plans, etc.
- Legal/regulatory changes
- Sectoral management plans
- Plan for installation of street furniture, signages, waste collection bins, street lights, paving material and design, tree plantation and landscaping, ticket counter, holding area, souvenir shops etc.,
- Capacity Building Plan
- Action plan for implementation
- Institutional Framework
- Preliminary 3D sketches for design theme and character of the development
- Land and building area statement with ground coverage, FSI, building mass and bulk metrics on a GIS platform.

Overall illustrative development plan at a scale of 1:2500 including illustrating general delineation of proposed uses of land, buildings, vehicular and pedestrian circulation, open space relationships, and development character.

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

3.3.2.2 Detailed Architectural Design Guidelines

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

- Preferable use of eco-friendly, locally available building materials
- Architectural guidelines should be prepared to ensure the distinctive identity of the Island.
- It should be based on vernacular traditions (as applicable), climate sensitive and sustainable construction technologies that are appropriate for NSCB Island.
- Designing and Proposals for public spaces, street furniture and signage

3.3.2.3 Broad Cost estimates

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

3.3.2.4 Final Development Plan

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

3.3.2.5 Detailed Project Reports (DPRs)

A Detailed Project Report, as required for obtaining necessary clearances, would be prepared by the Consultant for the Identified Projects. The studies required for identification of the projects and preparation of the necessary project details, technical, financial and managerial would be done by the Consultant.

3.3.3 Stage III: Formulating Implementation Strategy for development including detail financial feasibility and project structuring of identified projects

3.3.3.1 Financial Feasibility

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

- Consultant shall evolve project structuring model (EPC/PPP) for implementation through private sector funding/public private partnership for enhancing the overall viability of the project. The Consultant should provide clear recommendations after extensive stakeholder consultations with UT Government/ Client/ Private developers etc with various options in terms of developing and implementing infrastructure components on PPP route. The consultant shall suggest the project structuring options by also keeping in mind all the relevant policies and guidelines of Government of India and/or any other agency issued from time to time.
- The consultant would undertake overall financial feasibility of the projects. The consultant would bring out various assumptions for revenue, cost and others, including basis thereof, which are used by it in the financial model. The analysis shall include all the elements of the project.
- The Consultant shall also undertake sensitivity analysis by identifying the most critical factors and determine their impact on the IRR, including varying project costs and benefits, implementation period, and combinations of these factors.
- **Risk analysis:** The consultant shall conduct a risk analysis of the development to determine, assess, allocate and manage/mitigate risks (such as, but not limited to project, commercial, financial, political, economic, and legal risks) during all project stages;
- **Milestones:** The Consultant shall identify milestones from starting to the end of project and shall prepare suggested time-table to achieve the identified milestones.

3.3.3.2 Regulatory Framework

The Consultant shall review and assess appropriate institutional, legal and regulatory framework for development of the Project through different options including the public private partnership

mode. The Consultant shall also list out the incentives (if required) to be provided by the concerned authorities to make the projects attractive for the users and investors.

3.3.3.3 Approvals and Clearances

The Consultant shall identify and outline the process for procuring various approvals for all projects identified under the Development Plan that would be required from various regulatory agencies. The consultant shall also provide full support (documentation, technical input, preparing various forms & reports, etc.) in obtaining CRZ, Environmental, Forest Clearances, Defense Clearance etc., wherever required for the planned Projects. All studies required for this purpose would be carried out by the consultant.

3.3.3.4 Project Structuring

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

3.3.3.5 Preparation of estimate and RFP

The consultant will prepare the estimate of all proposed elements and RFP for appointing the specialized agencies for construction of the projects.

3.4 Expected Deliverables and Payment Milestones

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

The staged deliverables will include:

Stage	Deliverables	Time Frame (Days)	Time frame (months)	Cumulative time frame (months)	Payment (in %)
Stage 1 Baseline study	Inception Report (including but not limited to details of Approach & Methodology, strategy for data collection and analysis, team deployment plan and work plan to achieve deliverables within envisaged timelines).	25 days	1.5	1.5	10 %
	Draft Site Development Potential Report (as per activities listed under 3.3.1.1 to 3.3.1.9 of the Scope of Work) and presentation before the Competent Authority.	10 days			10 %
	Final Site Development Potential Report after incorporating feedback from the client on the draft report and as per activities under 3.3.1.10 and 3.3.1.11 of the Scope of Work.	10 days			5 %
Stage-II Plan of Development	Draft Plan of development including infrastructure development (as per activities listed under 3.3.2.1 and 3.3.2.2 of the Scope of Work); and Broad Cost Estimates (para 3.3.2.3 of the scope of work) and presentation before the Competent Authority	30 days	2.0	3.5	10 %
	+ Final Plan of development including infrastructure development after suitably incorporating suggestions received on the draft report (as per activities listed under 3.3.2.4 of the Scope of Work				5 %

Stage	Deliverables	Time Frame (Days)	Time frame (months)	Cumulative time frame (months)	Payment (in %)
	Detailed Project report (as per activities listed under 3.3.2.5 of the Scope of Work)	30 days			15 %
Stage III Project Structuring and Implementation Strategy	Draft financial feasibility report and project structuring report (as per activities listed under 3.3.3.1 to 3.3.3.4 of the Scope of Work) and presentation before the Competent Authority.	15 days	2.5	6.0	10 %
	And Final financial feasibility and project structuring report after suitably incorporating suggestions received on the draft report. Also, preparation of data/information/ documents required to obtain EC, CRZ, FC Defense and other clearances for the identified projects.				10 %
	RFP for (i) appointing the specialized agencies for construction of the projects &(ii) RFP for third party monitoring agencies	15 days			15%
	Pre-bid meetings etc and appointment of specialized agencies	45 days			10%

3.5 Team composition

The Consultant must have a team of experts who can produce best quality and timely deliverables. The minimum team of the consultant must consist of the following personnel:

- (i) Tourism/Heritage Expert (Team Leader)
- (ii) Conservation Architect
- (iii) Landscape and Ecology Expert

- (iv) Finance Expert
- (v) Structural Engineer
- (vi) Graphic & Museum Designer
- (vii) Illumination Expert
- (viii) Tourism Planner

The ToR for the proposed positions is as follows:

Profession	Years of Proof Essential Experience	Minimum Qualification	Specific Experience
Team Leader-Tourism/Heritage Expert	15	Master's Degree in Tourism/Heritage	Experience in development of Heritage/Tourism projects.
Conservation Architect	10	Master's Degree in Architecture	Experience in restoring heritage buildings/monuments.
Landscape and Ecology expert	10	Master's degree in Landscape or Ecology or forestry or allied subject.	Experience in landscaping and dealing with conservation of natural forest areas and biodiversity.
Financial Expert	10	Post Graduate degree in finance or economics	The Financial expert will have extensive experience in tourism finance, project management, resource mobilization, public private partnership.
Structural Engineer	10	Masters in Structural Engineering.	Should have a minimum of 10 years relevant experience in Structural Engineering Design having experience in designing buildings in seismic zones.
Graphic & Museum Designer	10	Master Degree	Should have a minimum of 10 years relevant experience in designing the museum and graphics
Illumination Expert	10	Bachelor Degree in Electrical Engineering	Should have a minimum of 10 years relevant experience in monument/heritage building lighting
Tourism Development Planner	10	Master's degree in Tourism Development or allied filed with experience of planning	Should have a minimum experience of 10 years in Development Plans/Development Plans/Structural Plans/Action Plans with experience in GIS/RS based Development plans. Should have led area base planning assignments with regard to Local Area Plans. Experience on coastal zone and Island tourism development will be preferable.

The Agencies/consultants shall submit 3 sets of hard copies and a soft copy (word & pdf versions) of final Development Plan within the stipulated time.

3.6 Expected Duration of Assignment / Period of Engagement: 6 Months

The task of preparation of Detailed Development Plan along with DPRs has to be completed within a stipulated period of 6 Months from the date of award of work. Within **2 Weeks** of award of work, the selected agencies/consultants shall formulate a road map for completing the task specifying each and every activity and its time schedule. This shall be used for monitoring the progress of task and shall be linked with release of towards the preparation of Development Plan.

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

Section 4: Eligibility and Evaluation Criteria

4.1 Pre-qualification criteria

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

S. No.	Eligibility Condition	Document and proof to be submitted
1	Financial Capacity: The Consultant have an average annual turnover of at least INR 20 Crore (Five times of the estimated value of assignment to be awarded) in last three (3) consecutive financial years from the date of bid submission.	Audited Financial statements from Chartered Accountant or Statutory Auditor.
2	<p>Experience of having dealt with at least one project of similar nature*having consultancy fee of Rs. 3.2 crore or more of estimated value of assignment to be awarded</p> <p>Or</p> <p>At least 2 projects having consultancy fee of Rs. 2 crore or more of estimated value of assignment to be awarded</p> <p>Or</p> <p>At least 3 projects having consultancy fee of Rs. 1.6 crore or more of estimated value of assignment to be awarded</p> <p>for preparation of Development Plan of Heritage/ Tourism site is mandatory to be considered eligible.</p> <p>* Similar nature means conservation of heritage buildings/monuments, development of tourism and design of Hitech Museum and Memorial</p>	Work orders / completion certificate confirming year and area of activity along with issuing Authority (Central or State Government).
3	The Bidder should not have been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal.	Undertaking of bidder required in the prescribed format as per Form Tech 16

S. No.	Eligibility Condition	Document and proof to be submitted
4	Bidder should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder.	Undertaking of Bidder required in the prescribed format as per Form Tech 17

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

4.2 Evaluation

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

S. No.	Criteria	Weightage	Documents to be submitted
I	Specific experience of the consultant firm relevant to the assignment/job	35marks	Copy of work order along with client certificate specifying similar experience or completion certificate issued by client in last seven years.
	i. At least one Project of Development planning of any heritage site/Theme based tourism for consultancy fee of the project must be of value of at least Rs. 3.2 crore Or Minimum 2 projects of development planning of any heritage site/theme-based tourism for consultancy fee of the project must be at least Rs 2.0 crore Or 3 projects of development planning of any	25 marks	

S. No.	Criteria	Weightage	Documents to be submitted
	heritage site/theme-based tourism for consultancy fee of the project must be at least Rs 1.6 crore will carry 25 marks.		
	ii. Two projects of Development planning of any heritage site/Theme based tourism will carry 30 marks. Consultancy fee of each project must be of value of at least Rs. 3.2 crore	30 marks	
	iii. Three or more projects of Development planning of any heritage site/Theme based tourism will carry 35 marks. Consultancy fee of each project must be of value of at least Rs. 3.2 crore	35 marks	
II	Adequacy of the proposed methodology and work plan in response to the terms of reference. Sub-criteria:	40 marks	As per Form Tech 3 and Tech 4
	a) Understanding of the objectives of the assignment – The extent to which the consultants approach and work plan respond to the objective indicated in RFP	10 marks	Technical presentation to be made before Tender Evaluation Committee
	b) Completeness and responsiveness – The extent to which the proposals respond exhaustively to all the requirement of scope of work.	10 marks	
	c) Demonstration of understanding of the requirements – Comments/suggestion on ToR. Assessment to be based on learning, challenges likely to be encountered and mitigation proposed.	10 marks	
	d) Work plan – project work breakdown structure. Assessment to be based on overall timelines and relevant resource assignment.	10 marks	
III	Key professional staff: Qualification, experience and competency for the assignment.	25 marks	As per Form Tech 5 and Tech 6
	Total	100 marks	

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

S.No.	Team	Weightage
I	Tourism& Heritage Expert (Team Leader)	20%
II	Other key professionals	80% (This will be further divided into individual professionals)
1	Conservation Architect	15%
2	Landscape and Ecology Expert	10%
3	Finance Expert	10%
4.	Structural Engineer	10%
5.	Graphic & Museum Designer	15%
6.	Illumination Expert	10%
7.	Tourism Planner	10%
	Total	100%

4.2.3 For evaluation of each of the key professionals the following sub- criteria shall be followed:

S.No.	Criteria	Weightage
A	Educational qualifications	20%
B	Adequacy for the assignment / job (Experience in carrying out similar assignment/ job)	80%

4.2.4 Division of Key professional Marks: -

Profession	Experience in relevant field	Marks	Qualification	Marks
Team Leader- Tourism/Heritage Expert	Minimum 15 years	2.8	Master's Degree in Tourism/Heritage	0.7
	20 or more years	4.00	M.Phil/Ph.D/Post Doctoral in same field	1.0
Conservation Architect	Minimum 10 years	2.1	Master's Degree in Architecture	0.525
	15 years and more	3.0	M.Phil/Ph.D/Post Doctoral in same field	0.75
Landscape and Ecology expert	Minimum 10 years	1.40	Master's degree in Landscape or Ecology or forestry or allied subject.	0.35

Profession	Experience in relevant field	Marks	Qualification	Marks
	15 years and more	2.0	M.Phil/Ph.D/Post Doctoral in same field	0.50
Financial Expert	Minimum 10 years	1.40	Post Graduate degree in finance or economics	0.35
	15 years and more	2.0	M.Phil/Ph.D/Post Doctoral in same field	0.50
Structural Engineer	Minimum 10 years	1.40	Masters in Structural Engineering.	0.35
	15 years and more	2.0	M.Phil/Ph.D/Post Doctoral in same field	0.50
Graphic Museum Designer &	Minimum 10 years	2.1	Master's Degree in Architecture	0.525
	15 years and more	3.0	M.Phil/Ph.D/Post Doctoral in same field	0.75
Illumination Expert	Minimum 10 years	1.40	Bachelor Degree in Electrical Engineering	0.35
	15 years and more	2.0	Master Degree/M.Phil/Ph.D/Post Doctoral in same field	0.50
Tourism Planner	Minimum 10 years	1.40	Master's degree in Tourism Development or allied filed	0.35
	15 years and more	2.0	M.Phil/Ph.D/Post Doctoral in same field	0.50

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

Sr. No.	Particulars	
1	Method of Selection:	Quality and Cost Based Selection (QCBS)
	<p>The technical quality of the proposal will be given a weightage of 70%. The price bids of only those consultants who qualify technically (Minimum Qualifying Marks: 70%) will be opened.</p> <p>The proposal with the lowest cost may be given a financial score of 100 and the other proposal will be given financial score that are inversely proportionate to their prices. The technical proposal shall be allocated weight of 70%. For working out the combined score, the employer will use the following formula:</p>	

	<p>Total points = $70/100 \times T (s) + 30/100 \times LEC/EC$, where</p> <p>T (s) stands for technical score</p> <p>EC stands for Evaluated Cost of the financial proposal. (Responsive commercial bid of the bidder)</p> <p>LEC stands for Lowest Evaluated Cost of the financial proposal. (Responsive commercial bid of L1)</p> <p>The proposals will be ranked in terms of total points scored. The proposal with the highest total points (H-1) will be considered for award of contract and will be called for negotiations, if required</p>
2	Expected date for commencement of consulting Assignment/job
3	Location for performance assignment/job:

- 4.2.6 If there is a discrepancy between words and figure the amount of words will prevail.
- 4.2.7 In the event of the bid composite bid scores are tied, the bidder scoring the highest technical score will be adjudicated as the best value bidder for award of the project.
- 4.2.8 Bidders whose bids are responsive, based on minimum qualification criteria as in Pre-Qualification criteria and score at least <minimum marks to obtain for technically qualifying> from the technical evaluation criteria would be considered technically qualified.

Annexure A: Standard Forms (Technical)

FORM TECH-1

LETTER OF PROPOSAL SUBMISSION

[Location, Date]

To: [Name and address of Employer]

Dear Sir(s):

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

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

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

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

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

We remain,

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

CONSULTANT'S ORGANIZATION AND EXPERIENCE

A - Consultant's Organization

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

B - Consultant's Experience

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

1. Firm's name:

1	Assignment/job name:	
1.1	Description of Project	
1.2	Approx. value of the contract (in Rupees):	
1.3	Country:	

1.4	Location within country:	
1.5	Duration of Assignment/job (months) :	
1.6	Name of Employer:	
1.7	Address:	
1.8	Total No of staff-months of the Assignment/job:	
1.9	Approx. value of the Assignment/job provided by your firm under the contract (in Rupees):	
1.10	Start date (month/year):	
1.11	Completion date (month/year):	
1.12	Name of associated Consultants, if any:	
1.13	No of professional staff-months provided by associated Consultants:	
1.14	Name of senior professional staff of your firm involved and functions performed.	
1.15	Description of actual Assignment/job provided by your staff within the Assignment/job:	

Note: Please provide documentary evidence from the client i.e. copy of work order, contract for each of above mentioned assignment. The experience shall not be considered for evaluation if such requisite support documents are not provided with the proposal.

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

A - On the Terms of Reference

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

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

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

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

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

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

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

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

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

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

a) Proposed Position:

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

b) Name of Firm:

[Insert name of firm proposing the staff]:

c) Name of Staff:

[Insert full name]:

d) Date of Birth:

e) Nationality:

f) Education:

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

7. Membership of Professional Associations:

8. Other Training:

9. Countries of Work Experience:

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

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

11. Employment Record:

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

From [Year]:

[To Year]:

Employer:

Positions held:

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

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

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

Name of Assignment/job or project: Year:
Location:
Employer

Main project features:
Positions held: Activities performed:

14. Certification:

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

Date:

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

Place:

[Full name of authorized representative]:

STAFFING SCHEDULE

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

1.

2.

3.

Note:

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

WORK SCHEDULE

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

- 1.
- 2.
- 3.
- 4.

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

**COMMENTS / MODIFICATIONS SUGGESTED ON DRAFT
CONTRACT**

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

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

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

If no, please certify,

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

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Financial Capacity of Applicant

Sl. No.	Financial Year	Annual Turnover (Rs. In Cr.)
1.	2021 - 22	
2.	2020 - 21	
3.	2019 - 20	

Certificate from the Statutory Auditor

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

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorized signatory)

In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

FORM TECH-12

Applicant's Experience for Completed Projects

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

Note:

- I. In support of the information, copies of completion certificates issued by clients must be enclosed and properly referenced with Page no. indicated in the format. The Work orders/Agreement/Award letters shall also be submitted and properly referenced. In respect of executed works/assignments, if completion certificates are not available, the bidder should enclose a certificate, for each of the work/assignment, duly countersigned by a chartered accountant, indicating the details of the project, nature of work/assignment carried out by the consultant, amount already received.
- II. The specific details of the nature of works (consultancy provided for) must be given.
- III. The information must be submitted in the given formats. Any information not furnished strictly in accordance with the formats and requirements shall not be considered for evaluation.
- IV. All the documents must be clearly numbered and the reference page no. should be provided in the format. Documents not numbered and/or not referenced properly shall not be considered for evaluation.

Format for Power of Attorney for Lead Member of Consortium

(Refer Clause 3.1)

(To be executed on Stamp paper of appropriate value)

Format for Power of Attorney for Lead Member of Consortium

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

Power of Attorney

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

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

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

NOW THIS POWER OF ATTORNEY WITNESSTHAT;

We, M/s. (Lead Member), and M/s and M/s (the respective names and addresses of the registered office) do hereby designate M/s. being one of the members of the Consortium, as the Lead Member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to

the Consortium's bid for the Project, including submission of Application for Qualification/ Application, participating in conferences, responding to queries, submission of information/ documents and generally to represent the Consortium in all its dealings withClient, any other Government Agency or any person, in connection with the Project until culmination of the process of bidding and thereafter till the Contract Agreement is entered into with.....(Client).

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

Dated this theDay of.....2022

(Executants)

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

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

Format for Memorandum of Understanding (MOU)

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

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

And

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

And

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

WHEREASClient, has invited Request for Proposal (RFP) from entities interested for Appointment of Consultants for Preparation of Detailed Development Plan for NSCB Island, ("Project") as per the terms contained in the RFP Document.

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

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

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

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

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

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

1. First Party

2. Second Party

Witness:

Form of bank guarantee for earnest money

WHEREAS _____ [Name of Bidder] (hereinafter called "the Bidder ") has submitted his bid dated _____ [Date] for 'Appointment of Consultants for Preparation of Detailed Development Plan for NSCB Island'. KNOW ALL MEN by these presents that

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

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

THE CONDITIONS of this obligation are:

1. If the bidder withdraws his Bid during the period of bid validity specified in the Bid Document.

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

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

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

DATE

SIGNATURE OF THE BANK

SEAL OF THE BANK

SIGNATURE OF THE WITNESS

NAME & ADDRESS OF WITNESS

FORM TECH-16

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

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

Sir/Madam

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

Sincerely,

(Signature of the Authorized Person)

Name:

Designation:

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

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

Sir/Madam

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

Sincerely,

(Signature of the Authorized Person)

Name:

Designation:

Annexure B: Standard Forms (Financial)

FORM FIN-1

FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Employer]

Dear Sirs:

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

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

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

SUMMARY OF COSTS

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

Authorized Signature

Name:

Designation

Name of firm:

Address:

BREAKUPOF REMUNERATION

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

(for details please refer to Note below)

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

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

*1 Key Professionals are to be indicated by name

*2 Support Staff is to be indicated per category

Total Remuneration = _____ Amount in Rupees

(Amount in Words):

Note:

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

BREAKUPOF REIMBURSABLE EXPENSES

(Clause no. 9, Ref no 9.6)

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

Activity

No: _____

Name: _____

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

Total Reimbursable: = _____ Total amount in Rupees.

Amount in words:

Annexure C: Standard Form of Contract

	Contents	Page No
I.	Form of Contract	66
II.	General Conditions of Contract	
1.	General Provisions	69
2.	Commencement, Completion, Modification and Termination of Contract	72
3.	Obligations of the Consultant	78
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6.	Payments to the Consultant	85
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	Appendix B - Reporting Requirements	
	Appendix C - Staffing Schedule	
	Appendix D - Cost Estimates	
	Appendix E - Duties of the Employer	

CONTRACT FOR CONSULTANTS' SERVICES

between

[Name of the Client]

and

[Name of the Consultant]

Dated:

I. Form of Contract

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

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

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

WHEREAS

- (a) the Consultant, having represented to the "Employer" that he has the required professional skills, personnel and technical resources, has offered to provide in response to the Tender Notice dated_issued by the Employer ;
- (b) the "Employer" has accepted the offer of the Consultant to provide the services on the terms and conditions set forth in this Contract.

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

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

- (a) The General Conditions of Contract;
- (b) The following Appendices:
 Appendix A: Description of Services
 Appendix B: Reporting Requirements
 Appendix C: Staffing schedule
 Appendix D: Cost Estimates
 Appendix E: Duties of the "Employer"

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

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

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

Signed by -----

For and on behalf of the ANIIDCO [name of

In presence of

1. "Employer"]

(Witnesses)

(i) [Authorized Representative]

(ii) 2. For and on behalf of [name of Consultant]

In presence of
(Witnesses)

(i)

(ii)

[Authorized Representative]

[Note: If the Consultant consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]

For and on behalf of each of the Members of the

3. Consultant

[name of member]

[Authorized Representative]

4.

[name of member]

[Authorized Representative]

II. General Conditions of Contract

1. GENERAL PROVISIONS

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

1.1 Definitions

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

Personnel” means the Personnel referred to in Clause GC 4.2(a).

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

1.2 Relationship between the Parties

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

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

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

1.5 Notices

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

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

1.6 Location: The Services shall be performed at such locations as are

specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, as the “Employer” may approve.

- 1.7 **Authority of Lead Partner:** In case the Consultant consists of a joint venture/ consortium/association of more than one entity, the Members hereby authorize the entity specified (Lead Consultant) in the RFP document to act on their behalf in exercising all the Consultant’s rights and obligations towards the “Employer” under this Contract, including without limitation the receiving of instructions and payments from the “Employer”. However, each member or constituent of Consortium of Consultant shall be jointly and severally liable for all obligations of the Consultant under the Contract.
- 1.8 **Authorized Representatives:** Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the “Employer” or the Consultant may be taken or executed by the officials specified in the Data Sheet of the RFP document.
- 1.9 **Taxes and Duties:** The Consultant, Sub-Consultants and Personnel shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India.

1.10 Fraud and Corruption

- 1.10.1.1 **Definitions:** It is the Employer’s policy to require that Employers as well as Consultants observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Employer defines, for the purpose of this provision, the terms set forth below as follows:
- (i) “corrupt practice” means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
 - (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
 - (iii) “collusive practices” means a scheme or arrangement between two or more consultants, with or without the knowledge of the Employer, designed to establish prices at artificial, non-competitive levels;
 - (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

1.10.2 Measures to be taken by the Employer

- (a) The Employer may terminate the contract if it determines at any time

that representatives of the consultant were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the consultant having taken timely and appropriate action satisfactory to the Employer to remedy the situation;

(b) The Employer may also sanction against the Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Employer-financed contract;

1.10.3 Commissions and Fees

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

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

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

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

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

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

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

2.6 Modifications or Variations:

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

2.7 Force Majeure

2.7.1.1 Definition

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

the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

- (c) Subject to clause 2.7.2, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

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

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

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

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

2.9 Termination

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

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within fifteen (15) days of receipt of such notice of suspension or within such further period as the "Employer" may have subsequently approved in writing.
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.
- (d) If the Consultant, in the judgment of the "Employer", has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- (e) If the Consultant submits to the "Employer" a false statement which has a material effect on the rights, obligations or interests of the "Employer".
- (f) If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.
- (g) If the consultant fails to provide the quality services as envisaged under this Contract. The Monitoring Committee, MC (ANIIDCO) formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The MC (ANIIDCO) may decide to give one chance to the consultant to improve the quality of the

services.

- (h) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than fifteen (15) days.
- (i) If the "Employer", in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

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

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

- (a) If the "Employer" fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within thirty (30) days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than thirty (30) days.
- (c) If the "Employer" fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.
- (d) If the "Employer" is in material breach of its obligations pursuant to this Contract and has not remedied the same within thirty (30) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the "Employer" of the Consultant's notice specifying such breach.

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

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

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

- (a) If the Contract is terminated pursuant to Clause 2.9.1 (g), (h) or 2.9.2, remuneration pursuant to Clause GC 6.3(h) (i) hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 6.3(h)(ii) hereof for expenditures actually and reasonably incurred prior to the effective date of termination;
- (b) If the agreement is terminated pursuant of Clause 2.9.1 (a) to (f), the consultant shall not be entitled to receive any agreed payments upon termination of the contract. However, the "Employer" may consider to make payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Employer. Applicable Under such circumstances, upon termination, the client may also impose liquidated damages as per the provisions of Clause 10 of this agreement. The consultant will be required to pay any such liquidated damages to client within 30 days of termination date.

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

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

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

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

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

- (a) The payment of the Consultant pursuant to Clause GC 6 hereof shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.
- (b) Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the "Employer" on the procurement of goods, works or services, the Consultant shall comply with the Employer's applicable procurement guidelines,

and shall at all times exercise such responsibility in the best interest of the "Employer". Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the "Employer".

3.4 Consultant and Affiliates Not to Engage in Certain Activities: The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

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

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

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

3.8 Accounting, Inspection and Auditing: The Consultant (i) shall

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

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

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

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

3.11 Documents Prepared by the Consultant to be the Property of the "Employer": All plans, drawings, specifications, designs, reports, other documents and software prepared by the

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

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

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

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

4. CONSULTANTS' PERSONNEL AND SUB-CONSULTANTS

4.1 General:

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

4.2 Description of Personnel:

- (a) The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are as per the consultant's proposal and are described in Appendix C. If any of the Key Personnel has already been approved by the "Employer", his/her name is listed as well.
- (b) If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultant by written notice to the "Employer", provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the "Employer's written approval.
- (c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the "Employer" and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GC 6.1(b) of this Contract, this will be explicitly mentioned in the agreement.

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

4.4 Removal and/or Replacement of Personnel:

- (a) Except as the "Employer" may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications.
 - (b) If the "Employer" (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the "Employer's" written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the "Employer".
 - (c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the "Employer". The rate of remuneration applicable to a replacement person will be the rate of remuneration paid to the replacement person. Also (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.
- 4.5 **Resident Project Manager:** The Consultant shall ensure that at all times during the Consultant's performance of the Services a resident project manager, acceptable to the "Employer", shall take charge of the performance of such Services.

5. OBLIGATIONS OF THE "EMPLOYER"

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

- (a) Provide the Consultant, Sub-Consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services.
- (b) Arrange for the Foreign Personnel to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits

and any other documents required for their stay in India.

- (c) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (d) Provide to the Consultant, Sub-Consultants and Personnel any such other assistance as may be specified in Appendix C.

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

5.3 Services, Facilities and Property of the "Employer":

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

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

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

(b) Professional and support counterpart personnel, excluding "Employer's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work

assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the "Employer" shall not unreasonably refuse to act upon such request.

6. PAYMENTS TO THE CONSULTANT

6.1 Total Cost of the Services

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

6.2 Currency of Payment: All payments shall be made in Indian Rupees.[In case the payment is to be made in the currency other than Indian Rupees, the same shall be mentioned instead of Indian Rupees]

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

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

Stage	Deliverables	Time period (In Days)	Payment
I	Inception / Preliminary Report	D + 25	10%
II	Draft Site Development Potential Report	D + 35	10%
III	Final Site Development Potential Report	D + 45	5%

IV	First Draft of Detailed Development Plan (For Receiving suggestion and objections)	D + 75	10%
VI	Final Draft of Detailed Development Plan	D + 75	5%
VII	Preparation of DPRs	D + 105	15%
VIII	Draft Business Plan	D + 120	10%
IX	Final Business Plan	D + 120	10%
X	RFP for appointment of specialized agencies & third-party monitoring agency	D + 135	15%
XI	Appointment of Agencies.	D + 180	10%
	Total	6 Months	100%

- (b) Once a milestone is completed, the consultant shall submit the requisite deliverables as specified in this Contract. The Employer shall release the requisite payment upon acceptance of the deliverables. However, if the Employer fails to intimate acceptance of the deliverables or its objections thereto, within 10 days of receipt of it, the Employer shall release the payment to the consultant without further delay.
- (c) Final Payment: The final payment shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the "Employer". The Services shall be deemed completed and finally accepted by the "Employer" and the final report and final statement shall be deemed approved by the "Employer" as satisfactory forty-five (45) calendar days after receipt of the final SCP and final statement by the "Employer" unless the "Employer", within such forty-five (45) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the "Employer" has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Consultant to the "Employer" within ten (10) days after receipt by the Consultant of notice thereof. Any such claim by the "Employer" for reimbursement must be made within

twelve (12) calendar months after receipt by the "Employer" of a final report and a final statement approved by the "Employer" in accordance with the above.

- (d) For the purpose of payment under Clause 6.3 (b) above, acceptance means; acceptance of the deliverables by the Employer after submission by the consultant and the consultant has made presentation to the CMC / Employer (Mention this if presentation is required) with / without modifications to be communicated in writing by the Employer to the consultant.
- (e) If the deliverables submitted by the consultant are not acceptable to the Employer / CMC, reasons for such non-acceptance should be recorded in writing; the Employer shall not release the payment due to the consultant. This is without prejudicing the Employer's right to levy any liquidated damages under clause 10. In such case, the payment will be released to the consultant only after it re-submits the deliverable and which is accepted by the Employer.
- (f) All payments under this Contract shall be made to the accounts of the Consultant.
- (g) With the exception of the final payment under (c) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder, unless the acceptance has been communicated by the Employer to the consultant in writing and the consultant has made necessary changes as per the comments / suggestions of the Employer communicated to the Consultant.
- (h) In case of early termination of the contract, the payment shall be made to the consultant as mentioned here with: (i) Assessment should be made about work done from the previous milestone, for which the payment is made or to be made till the date of the termination. The consultant shall provide the details of persons reasonably worked during this period with supporting documents. Based on such details, the remuneration shall be calculated based on the man month rate as specified.
- (i) A reasonable assessment of the reimbursable and miscellaneous expenses shall be made based on details furnished by the consultant in this regard with supporting documents and based on the assessment of the work done and the respective rates as provided. Wherever such an assessment is difficult, the rates should be arrived at by calculating the amount on pro-rata basis. The total amount payable shall be the amount calculated as per (i) and (ii) above plus any applicable tax.

7. FAIRNESS AND GOOD FAITH

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

8. SETTLEMENT OF DISPUTES

- 8.1 Amicable Settlement:** Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 15 days after receipt. If that party fails to respond within 15 days, or the dispute cannot be amicably settled within 30 days following the response of that party, clause GC 8.2 shall become applicable.
- 8.2 Arbitration:** In the case of dispute arising upon or in relation to or in connection with the contract between the Employer and the Consultant, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to one Arbitrator to be appointed by Chief Secretary, A & N Administration or Secretary, MHA. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.
- 8.3** Arbitration proceedings shall be held in Port Blair and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

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

9. Performance Guarantee

The Employer shall retain performance guarantee of 3 % of the total cost of the Services payable as set forth in Appendix D as per the consultant's proposal to the Employer and as negotiated thereafter. (the "Performance Security"), the Bank Guarantee substantially furnished in the form specified at Annex- of this Agreement, to be appropriated against breach of this Agreement. The Performance Guarantee shall be returned to the Consultant at the end of 2 (two) months after the submission and acceptance of all deliverables and preparation of final bill. For the avoidance of doubt, the parties hereto expressly agree that in addition to appropriation of the amounts withheld hereunder, in the event of any default requiring the appropriation of further amounts comprising the Performance Guarantee, the Employer may make deductions from any subsequent payments due and payable to the Consultant hereunder, as if it is appropriating the Performance Guarantee in accordance with the provisions of this Agreement.

10. Liquidated Damages

10.1 The parties hereby agree that due to negligence of act of any party, if the other party suffers losses, damages the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and both the parties agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.

10.2 The amount of liquidated damages under this Contract shall not exceed 10 % of the total value of the contract as specified in Appendix D.

10.3 The liquidated damages shall be applicable under following circumstances:

- (a) If the deliverables are not submitted as per schedule as specified in clause 6.3, the Consultant shall be liable to pay 0.5% of the total cost of the services for delay of each week or part thereof.
- (b) If the deliverables are not acceptable to the Employer as mentioned in Clause 6.3 (e), and defects are not rectified to the satisfaction of the Employer within 15 days of the receipt of the notice, the Consultant shall be liable for Liquidated Damages for an amount equal to 0.5% of total cost of the services for every week or part thereof for the delay.

11. Miscellaneous provisions:

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

- (vii) The Contractor/ Consultant shall at all times indemnify and keep indemnified the Employer against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Contractor, in respect of wages, salaries, remuneration, compensation or the like.
- (viii) All claims regarding indemnity shall survive the termination or expiry of the Contract.
- (ix) It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the (Contractor/Consultant) for any engagement, service or employment in any capacity in any office or establishment of the State Government or the Employer.

III. Appendices

APPENDIX A – DESCRIPTION OF SERVICES

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

APPENDIX B – REPORTING REQUIREMENTS

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

APPENDIX C – STAFFING SCHEDULE

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

APPENDIX D – COST ESTIMATES

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

APPENDIX E – DUTIES OF THE “EMPLOYER”

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