



नीति आयोग

National Institution for Transforming India

**Request for Qualification (RfQ)-cum-Request for  
Proposal (RfP) for Consultancy  
for**

**“Preparation of Concept Development Plans and  
Detailed Master Plans for Holistic Development of  
Package VI Islands/Sites in Islands”**

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## Table of Contents

1. Background and Objective of the Assignment .....	6
2. Scope of work: .....	7
3 Deliverables:.....	19
4 RfQ-cum-RfP Processing Fee: .....	20
5 Request for Qualification-cum-Request for Proposal .....	21
6 Clarification and amendment of RfQ-cum-RfP documents:.....	21
7 Eligibility of Applicant.....	21
8 Preparation of proposal.....	25
9 Submission, receipt and opening of proposals .....	29
10 Proposal Evaluation .....	30
11 Validity of Proposal .....	32
12 Minimum Qualifying criteria .....	32
13 Brief Description of the Selection Process.....	33
14 Time-frame .....	34
15 Right to reject any or all Proposals.....	34
16 Key experts .....	34
17 Bid Security.....	37
18 Negotiation.....	38
19 Financial Proposal.....	38
20 Late Proposals .....	39
21 Clarifications .....	39
22 Evaluation of Technical Proposals.....	40
23 Evaluation of the Financial Proposal .....	40
24 Combined Technical and Final Evaluation .....	40
25 Award of Work Order .....	40
26 Proprietary data.....	41
27 Deliverables and Payments to the Consultant .....	41
28 Performance Security .....	42
29 Resolution of disputes.....	43
30 Applicable Law and Jurisdiction.....	43
31 GCC and SCC Document.....	44
<b>Annexure-I- Data Sheet .....</b>	<b>45</b>
<b>Annexure-II- List of Islands and Location and Package Details.....</b>	<b>47</b>
<b>Annexure-III- Technical Evaluation Criteria.....</b>	<b>48</b>

<b>Annexure-IV- Bank Guarantee Form for Bid Security.....</b>	<b>51</b>
<b>Annexure- V- Bank Guarantee Form for Performance Security .....</b>	<b>52</b>
<b>Annexure VI- Pre-Qualification Proposal Forms .....</b>	<b>54</b>
<b>Annexure VII- Technical Proposal Forms Form 1A.....</b>	<b>71</b>
<b>Annexure VIII- Financial Proposal FormsForm: 2A .....</b>	<b>82</b>
<b>Annexure IX- GCC and SCC DocumentsStandard Form of Contract.....</b>	<b>86</b>
<b>Annexure X - Description of sites/islands selected for holistic development ..</b>	<b>109</b>

No. M-13040/32(2)/2019-IDA-Part(1),  
Government of India  
NITI Aayog  
Natural Resources & Environment Vertical  
Sansad Marg, New Delhi -110001

**Request for Qualification (RfQ) -cum- Request for Proposal (RfP)**

September, 18<sup>th</sup>, 2019

**Notice Inviting Request for Qualification (RfQ)-cum-Request for Proposal (RfP) for Consultancy for “Preparation of Concept Development Plans and Detailed Master Plans for Holistic Development of Package VI Islands/sites in Islands”.**

The National Institution for Transforming India (NITI) Aayog, Government of India, intends to engage Consultants to facilitate holistic development of Package VI Islands/sites in Islands (8 Islands/sites in Islands of Andaman & Nicobar) details of which have been provided in the RfQ-cum-RfP document.

NITI Aayog invites RfQ-cum-RfP for Package VI Islands/sites in Islands from national/ international firms/ organisations/ institutions, which have requisite experience in this field as detailed in the RFQ-cum-RFP, uploaded on the website of NITI Aayog. The salient features of the study, eligibility criteria and instructions on how to bid and other details are available in the RfQ-cum-RfP document uploaded on the websites <http://NITI.gov.in>. Important Information & tentative dates are given in **Annexure-I** attached with the RfQ-cum-RfP.

Interested applicants are requested to submit their response to the ‘RfQ-cum-RfP’ in a sealed envelope through Speed Post/ Registered Post or deliver by hand super scribing **Request for Qualification (RfQ) cum Request for Proposal (RfP) for Consultancy for “Preparation of Concept Development Plans and Detailed Master Plans for Holistic Development of Package VI Islands/Sites in Islands”** on top of the envelope to the following address on or before October 24<sup>th</sup>, 2019, 1500 hrs.

The submission must be addressed to:

The Senior Research Officer,  
NRE Vertical – Island Developments  
(L.Gopinath)  
Room No: 422,  
NITI Aayog, Sansad Marg  
New Delhi, 110001  
Tel: 2304-2602  
Email: [gopinath.lagudu@nic.in](mailto:gopinath.lagudu@nic.in)

No. M-13040/32(2)/2019-IDA-Part(1),  
Government of India  
NITI Aayog  
(Natural Resources Division),  
Sansad Marg, New Delhi -110001

**Request for Qualification (RfQ)-cum-Request for Proposal (RfP) dated September 18<sup>th</sup>, 2019**

***Notice Inviting Request for Qualification (RfQ) -cum- Request for Proposal (RfP) for Consultancy for:***

- (i) Preparation of Concept Development Plans and Detailed Master Plans for Holistic Development of Package VI islands on a sustainable basis, clearly delineating the basic infrastructure facilities that need to be provided; and***
- (ii) Listing of various Projects that may be implemented using public funds/ PPP mode/ Private initiatives; their details and***
- (iii) Delineation of the Implementation Strategies.***
- (iv) Transaction Advisory support for the planned projects***

**1. Background and Objective of the Assignment**

- 1.1 India has a total of 1382 off-shore identified islands consisting of 1093 shapes (Islands) and 289 Points (Rocks/Rocky Islets). They are an integral part of our rich unexplored resources with a rich biodiversity. The potential of these islands is still largely unexplored and untapped. The Government of India intends to set a model in place for holistic development of a few identified islands while preserving and maintaining the natural ecosystem and rich bio-diversity that each of them possess.
- 1.2 Development Plans have been prepared for four islands namely Aves, Long, Smith and Ross of Andaman & Nicobar (Package I) and five Islands namely Bangaram, Cheriyam, Minicoy, Suheli and Thinakara Islands of Lakshadweep (Package III). Plans have been prepared through a Consultant and identified projects are being implemented in these Islands for islanders' benefit.
- 1.3 A comprehensive roadmap for sustainable development of Little Andaman (earlier covered under Package II) and Great Nicobar is being prepared by a Committee constituted by NITI Aayog.
- 1.4 In consultation with the concerned UT administration and the concerned central Ministries/Departments, it has been decided to undertake holistic development of additional Islands or identified sites in additional Islands as per details given below:-
- a. Package IV (total of 4 sites/Islands in Andaman & Nicobar): Ramnagar Beach, Kalipur Beach, North Bay (South Andaman) and Beodnabad on way to Chidiyatapu (South Andaman).
  - b. Package V (total of 5 islands in Lakshadweep): Agatti, Kalpeni, Kadmat, Bitra and Chetlat.

- c. Package VI (total on 8 islands/sites in Andaman & Nicobar): Karmatang Beach, Aamkunj Beach, Raman Bagicha Beach, Rutland Island, Good will Estate (Port Blair), Flat Bay Island (near Chouldari, South Andaman), Little Andaman (Buttler Bay and Kalapathhar Beach) and Wright Myo Creek (Ferrargunj Tehsil, South Andaman).

1.5 NITI Aayog has been entrusted the responsibility to steer the process of holistic development of these selected islands/project sites (put into three packages IV, V and VI as described above) as unique models of sustainable development, which is proposed to be undertaken through a multi-stage process as explained under the 'scope of work'. The overarching objective is to promote and implement the holistic development of selected islands/sites based on an integral economic base for each island individually or following a cluster approach, which may eventually lead to these places emerging as international tourism destinations on a sustainable basis.

1.6 The key objectives include:

- Develop a robust base for India's presence in the Bay of Bengal/ Indian Ocean for a maritime economy.
- Holistic Development of the Islands/project sites and set a development model in place for development of rest of the islands.
- Identify priority projects and areas for potential development for specific economic drivers and supporting infrastructure.
- Attract investment in infrastructure and tourism sector by developing them based activities and projects.
- Facilitate the long-term growth and development of the tourism industry in a sustainable tourism planning principles.
- Specify the major programmes, roles and responsibilities of key players, institutional arrangements and resources requirements through proper project structuring.

## 2. Scope of work:

2.1 Considering the overall intent for facilitating holistic and sustainable development of these shortlisted islands/sites in the islands, the scope of consultancy study has been designed in a similar fashion for all the island packages. All the studies required – technical, financial and managerial- will be carried out by the Consultant for the identification of projects and their location/area/site. All project details required for their implementation will be prepared by the Consultant. The scope of work for this project as described below is broadly divided into four Stages and pertains to Package VI islands/sites in the islands:

**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 Master Plans, while preserving and further enriching the natural ecosystem on a sustainable basis. The Master Plans would include the details of all identified development projects (land-based projects, offshore projects and deep-sea projects).

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

#### **Stage IV:** Transaction Advisory support for the identified/planned projects

2.2 The Consultant would frequently conduct interactions/discussions with all relevant departments/stakeholders of Package VI Islands. Development strategies need to be formulated and implemented in consultation with the stakeholders.

#### **2.3 STAGE - I:**

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

##### 2.3.1 Data collection and analysis:

A study needs to be conducted to assess the existing scenario of all the islands/project sites. The consultant shall have to procure all necessary data including secondary information required at this stage for all the selected Package VI islands/sites in the islands. This will include but not limited to:

- Location of each island/site in the island
- Demographic and economic profile (should include tribal profiles)
- Hydrological data (fresh water availability)
- Climate- rainfall, wind etc
- HFL/ Tsunami data, if any
- Seismic data
- Topographic data
- Flora and Fauna/ Wild life/ Sanctuary Habitats, etc
- Military Regulations, if any
- Existing Infrastructure, if any (Water, Electricity, etc)
- Main business for living/existing tourism sectors, if any
- Land Bank - Government land/ private land availability
- Existing studies, if any.

NITI Aayog shall share the data/ details to the extent available and help in procuring the readily available data including recent satellite images and GIS data base for these islands. However, cost for procurement of the available data would be borne by the Consultant. In case of non-availability of data required for this assignment, the Consultant would generate data through ground survey or other scientific methods. The data to be used in this assignment has to be fully reliable and acceptable to the Client.

##### 2.3.2 Reconnaissance Survey

Site visits would need to be conducted to understand the nature and activities happening on each island/at and around the identified sites. All the requisite logistics support, permits, approvals etc. will be facilitated by the client in order to organise these site visits. However, cost for the site visit, collection of data, carrying out scientific analysis etc. would be borne by the Consultant. The key issues to be covered during site



visits and initial assessment will include but not limited to: Socio-cultural profile of these islands/sites, available infrastructure, economic drivers such as any rich mineral, herbal resource, available transit terminals like ports, airports, jetties etc. The island may have tribal population staying there for generations and are completely detached with the mainstream. It is very important to work with the local tribal group (s) in the process of economic/tourism development so that their voice is reflected in the decision making process. This is more on socio-cultural aspect but very important to keep them as part of the development process. They can be very important tourism asset to show their cultural heritage, arts & crafts etc. The tourism market should eventually lead to employment generation for the local population.

The consultant shall identify, visit and document all existing/ potential tourism sites in consultation with the stakeholders. The sites may include heritage structure, coral reef, water features, scenic sites, beaches, forests etc. Although tourism would be the key driver of economic growth, focus of development under this assignment would also be on development of fisheries, exports of seafood and other products made in the islands, organic farming of high-value crops and other possible activities of sustainable development.

### **2.3.3 Preliminary assessment of Development Potential**

The following would be considered for the assessment of development potential:

- Accessibility and connectivity
- Disaster vulnerability and development area
- Environment (Protection) Act, 1986, and notifications issued thereunder including Coastal Regulation Zone Notification 2011, Island Protection Zone Notification 2011, Environment Impact Assessment Notification 2006, various waste management rules currently in force. In addition, Wildlife (Protection) Act, 1972, Forest (Conservation) Act, 1980, Water (Prevention of Control of Pollution) Act, 1974 and Air (Prevention and Control of Pollution) Act, 1981.
- Potential economic sectors for development (tourism, agriculture and allied activities, ayush/herbal, manufacturing etc.)
- Infrastructure development
- Tourism/ natural resources
- Andaman & Nicobar Islands (Protection of Aboriginal Tribes) Regulation, 1956 and other acts/ rules applicable for protection of tribal areas. Draft Page 9 of 107
- Orders of Hon'ble Supreme Court of India and other judgements as applicable for Andaman & Nicobar Islands.
- Any other

### **2.3.4 Base Mapping**

Consultant shall prepare the base map of all the shortlisted islands/sites on CAD and GIS with all layers super-imposed.

### **2.3.5 Eco sensitivity analysis**

Eco sensitivity analysis should be undertaken by the Consultant to understand the status of existing ecology of the island(s). The assessment shall be based on detailed ecological survey (both terrestrial and marine). The outcome of the survey shall provide details of the fauna and flora population, their conservation status, richness of species and bio-diversity-index. Eco-sensitivity analysis of the island eco-system, both terrestrial and marine eco-system, with reference to the identified projects would also be carried out by the Consultant. The analysis should categorically comment upon the sensitivity of the eco-system to any possible development. The findings of the eco-sensitivity analysis, so carried out, would be used for identification of projects (land-based, offshore and deep-sea projects) and also for preparing Environment Impact Assessment (EIA)/Rapid EIA as and when required.

The consultant shall provide detailed evaluation of the sensitivities of the island eco-system, as mentioned above. Issues such as vulnerability to natural disasters shall also be highlighted as part of the assessment. A consolidated Eco-sensitivity analysis providing clear assessment and requisite management measures would be undertaken by the Consultant.

### **2.3.6 Land Bank Assessment**

Land in the islands should be mapped on GIS-based platform showing details of ownership (Government / private/ community); type of land (forests/non-forest), vegetation status, eco-sensitivity etc.

### **2.3.7 Land suitability Assessment**

Land Suitability assessment of the Island shall be undertaken to delineate all environmentally sensitive areas and to provide a development suitability map of the Island. The land suitability assessment shall be based on the analysis of land use, slopes and other physical features using the latest satellite imagery and Digital Elevation Model. All details such as land type, forest cover, water bodies, topography, existing settlements, drainage, hills etc. shall be considered for the assessment.

The output of Land suitability assessment shall be a GIS based map detailing all areas with low, medium and high development suitability. The Land suitability Assessment will form an important input to the master planning exercise.

### **2.3.8 Socio- economic assessment**

Socio-economic assessment should include assessment of the demographic profile for each of the islands, detailing population type, literacy, occupation type, customs and practices etc. The social assessment shall be based on published information with Census Survey of India or any authorised source. Inputs based on direct social consultations shall be included wherever such published data is not available in the public domain.

The socio-economic profile shall also highlight the income level of the people, their occupation and dependency on aspects such as fishing, aquaculture, agriculture, tourism etc. Any impact on the micro-economy of the island, change in occupational pattern, need for resettlement/ rehabilitation shall be identified and documented.

Presence of indigenous community, or religious structure, or traditions associated with the Island, shall be identified and documented as part of the assessment.

### **2.3.9 Accessibility and Connectivity**

Consultant shall study accessibility (regional and intra-island) and connectivity (transportation mode and infrastructure) to the project destinations. The study shall include analysis of traffic volume and frequency for all existing transport modes including air, water and road, while projecting the future scenario.

### **2.3.10 Infrastructure Gap Assessment**

The consultant shall carry out demand-supply analysis of the available infrastructure, both physical and social, and identify gaps in future infrastructure requirement based on projected population and tourist inflow. The analysis shall identify Strengths, Weaknesses, Opportunities and Challenges (SWOC) of each component.

Assessment of Physical Infrastructure shall include but not limited to

- Water Supply (potable) and treatment
- Sanitation
- Solid waste management
- Power (including cooking fuel)
- Telecommunication/ ICT

Social Infrastructure assessment shall include but not limited to

- Health
- Education
- Civil Supplies
- Security
- Disaster Management

The consultant shall also conduct option-analysis and recommend suitable sizing and configuration for actionable opportunities for development of infrastructure in the islands and the project destinations.

### **2.3.11 Stakeholder consultations:**

The consultant at this stage is required to conduct interactions/ discussions with all relevant departments/ stakeholders of all Package VI islands/project sites. The discussions/ interactions should be aimed at validating all the preliminary analysis done based on the information/ data collected.

### **2.3.12 Carrying Capacity**

The Consultant shall assess the carrying capacity for the entire island where the site is located, based upon scientific principles. The consultant shall undertake a comprehensive carrying capacity assessment for each island to provide threshold limits for tourists' inflow. This shall be based on availability of suitable land, permitted activities etc. Needs of the local people would be accorded priority while determining carry capacity for tourism development. The consultant shall also provide a framework for continued monitoring and evaluation, as well as framework for periodic revision of carrying capacity based on environmental quality, tourist/resident behaviour pattern and technological advancement. The consultant shall also ensure consensus among all

stakeholders regarding the carrying capacity numbers and getting these notified by the U.T. Administration.

### **2.3.13 Market and Technical Assessment for economic drivers including Tourism Sector**

The objective of this task is to assess the economic drivers for the island by analysing available resources and potential development scenarios at various levels; national, local, regional, heritage, beach, mountains etc. The Tourism Market Assessment shall be carried out to assess the potential for promoting tourism hub concept with multiple attractions at a single location. Study will also do an assessment of activities which can attract investments for the enhancement of the socio-economic base of the island and generate employment for the local population through tourism and other development activities. The specific activities envisaged to be taken up for the purpose of this task will include the following:

- (i) Analyse the tourism sector in the country and study the region based on various relevant parameters. Analyse the future development prospects; identify target components within tourism sector based on the competitive and comparative advantages to enhance the pace of economic development.
- (ii) Assess location strengths and constraints for various sites within the study area in the context of potential themes identified for the development of an island/ cluster of islands as a tourism hub.
- (iii) Analyse the investment climate with respect to existing resources that would influence the successful development of tourism themes to potential investors to address the future growth trends, and identifying their concerns and expectations from the Project.
- (iv) Identify parameters that influence the attractiveness of the proposed tourism concept/ theme and critical evaluation of the same to derive key drivers for enabling realization of project goals.
- (v) Identify all regulatory clearances, approvals, etc. required for various hospitality/tourism and other development projects/activities.
- (vi) Evolve Suitable Product/ Activity Mix for the region and assess the likely investment potential. The analysis shall be substantiated by credible research and domestic/international examples/benchmarks.

### **2.3.14 Draft Site Development Potential report:**

After thorough analysis and deliberations with relevant stakeholders, consultants will submit and present draft site development potential report for holistic development of the short-listed Package VI islands/sites in the islands incorporating all the analyses mentioned from 2.3.1 to 2.3.13. The report shall clearly indicate the potential and development options for the shortlisted islands/sites. The report shall also include geo-tagged images/ photographs to show- case the site surveys (to the extent considered reasonable by the Consultant and the Client for the purposes of this Study) and primary stakeholder assessments undertaken by the Consultants for this purpose.

The draft Site Development Potential report shall also clearly spell out various issues and gaps in infrastructure, livelihood creation, economic activities, etc. and provide broad recommendations for mitigating the same. 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.

### **2.3.15 Presentation before the Inter-Ministerial Group (IMG)/ any other forum:**

Once the report is finalised by NITI Aayog, consultant may be required to make a presentation before the IMG, or any other platform, defining the rationale for development potential of the Package VI islands/sites 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.

## **2.4 Stage - II:**

**Preparation of Detailed Master Plans, while preserving and further enriching the natural ecosystem on a sustainable basis. The Master Plans would include the details of all identified development projects (land-based projects, offshore projects and deep-sea projects).**

Subsequent to finalisation of the Site Development Potential Report, the consultant shall initiate the process of preparation of Detailed Master Plans for the development of Package VI islands/sites. The process would entail the following steps among others:

### **2.4.1 Draft Master Plan**

A Draft Master Plan will incorporate:

- Final list of development Projects including the sectors of Tourism, Infrastructure (road, air and sea connectivity), web connectivity, education, health, agriculture and allied sector, fisheries, export of sea food and coconut and other products made in the islands and other economic sectors. Identified projects would be land-based, offshore and deep-sea. In addition, possibilities of increased maritime trade, deep-sea mining and oil exploration would be explored.
- Multi-modal Traffic and Transportation Management proposals addressing the existing and future mobility requirements.
- Physical infrastructure proposals for water supply, sewerage, drainage, power, solid waste management, recycle and re-use of water etc. based on techno-economic parameters
- Social Infrastructure proposals including health, education, civil supplies, disaster management, etc. based on techno-economic parameters
- Block cost estimates for all development proposals, as per the methodology followed by the concerned UT Administration
- Livelihood Enhancement Strategies – Market linkages
- Final Tourism clusters/circuits/hubs & Marketing strategy
- Land Use Zoning shall demarcate existing built fabric, infrastructure zone, tourism zones, ecologically sensitive areas etc. while also identifying land for future development.
- Value addition to existing policies, regulations, plans, etc.
- Legal/regulatory changes

- Sectoral management plans
- Capacity Building Plan
- Strategic Action plan for implementation
- Project Phasing & Institutional Framework

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. Any study required for the purpose would be undertaken by the Consultant. These clearances would be obtained up-front i.e. before inviting the bids for projects implementation. Therefore, the draft Master Plan would list out the clearances required for the identified projects and also information/data required to be prepared for obtaining up-front clearances.

#### **2.4.2 Design Guidelines and Development Control Regulations**

The consultant shall lay out design concept(s) and development codes to guide development proposals affecting the built fabric of the islands, considering aspects like

- Energy conservation and use of eco-friendly building materials
- Provisions for rainwater harvesting
- Height restriction for buildings
- Visual integration of the island
- Circulation plan emphasizing unhindered access & movement, parking and pedestrian movement
- Designing and Proposals for public spaces, street furniture and signages

#### **2.4.3 Broad Cost estimates**

The Consultant shall also prepare broad cost estimates for the identified projects included in the Master Plan along with phasing thereof. Broad cost estimates for site development shall include but not limited to costs for earthworks, civil works, roads & services/ utilities, cost of treatment plants, common infrastructure etc. Broad Cost Estimates shall be prepared as per the methodology adopted by the concerned UT Administration.

#### **2.4.4 Final Master Plan**

Draft Master will be shared with the concerned UT administration and central Ministries/Departments. It would also be presented to the Inter-Ministerial Group (IMG). Suggestions received would be suitably incorporated and the Final Master Plan for Development would be prepared and submitted to NITI Aayog through the concerned UT Administration.

#### **2.4.5 Broad/Indicative Detailed Project Reports (DPRs)**

A broad/indicative Detailed Project Report, as required for obtaining necessary clearances, would

be prepared by the Consultant for the Identified Projects.

Further, all 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.

## 2.5 Stage III:

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

#### **2.5.1 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.

- The consultant would undertake overall financial feasibility of the finalized projects as per the Master Plan of Development. 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.

#### **2.5.2 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. The Consultant shall also work out long term marketing strategy to enable this project to remain attractive for user agencies and demand responsive.

Details of prevailing legal and statutory framework, existing/ proposed policy initiatives at State/ Central level for promoting investments, developing tourism industry and other infrastructure projects; Determine the prospects of delineated zone's contribution towards meeting Project Goals with respect to employment opportunities, economic growth /GDP. Also, recommend changes in existing policies, guidelines, regulations, etc., while also

suggesting new regulatory measures (new policies, guidelines, single window systems, etc.) for ease of development.

### **2.5.3 Approvals and Clearances**

The consultant shall identify and outline the process for procuring various approvals for all projects identified under the Master 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 and Forest Clearances, wherever required for the planned Projects. All studies required for this purpose would be carried out by the consultant.

### **2.5.4 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.

## **2.6 Stage IV:**

### **Transaction Advisory support for the identified/planned projects**

#### **2.6.1 Recommendation of key terms of the Bid and standardization of terms**

The consultant will recommend the key bid parameters and make strategic recommendations towards the best suited terms and Condition Precedents (CPs) of the bid contract agreement which will address the requirements of the Clients. These terms would be determined on a standardized basis applicable to most cases – across all major parameters, such as inter-entity relationships, responsibility matrix, terms of consideration, timelines, penal mechanisms, pre-requisites, client expectations etc.

Based on the pre-feasibility plans, the consultant will recommend the most attractive and marketable transaction structure. The services of the consultant would include the following:-

- (i) Delineation of roles and responsibilities of the concessioning authority and concessionaire
- (ii) Definition of key terms and CPs of the Bid, such as
  - Entity relationship frameworks
  - Responsibility matrix
  - Transaction outline
  - Timelines
  - Payment / consideration – terms & schedules
  - Security deposits
  - Safeguard mechanisms and penalties for non-compliance
  - Exit & termination clauses



- Clauses for Regulatory control on certain projects
- (iii) Preparation of requisite templates of Standardized documents, such as Memorandum of Understanding / Term Sheet
- (iv) Preparation of Bid Documents
  - RfP / RfQ,
  - Memorandum for Standing Finance Committee (SFC) and Public Private Partnership Appraisal Committee of the Government
  - Draft Concession Agreements
  - Any other relevant documents

### **2.6.2 Investors' meet**

The Consultant would provide all necessary assistance including preparation of Project Information Memorandum for the Investors' meet.

### **2.6.3 Bid process management services**

The consultant will recommend the nature of transaction and bid characteristics. The consultant will also provide continuous support to the Client in all matters on the transaction, with legal / financial expert support, wherever required. Among other things, the following would also be included in the scope of work towards transaction management/services: -

#### **(i) Procurement Plan**

- Detailed timeline schedule for the Project
- Governance arrangement for ensuring oversight and successful delivery of the project
- Highlight the roles and responsibilities of both public and private sector – description of services to be delivered by the private partner contracting authority and allocation of cost and review between private sector / contracting authority

#### **(ii) Detailed discussions with the prospective bidders**

The Consultant would provide continuous support to the Client throughout the discussions including Preparation and management of agenda, Development of support material (if required), strategic advisory on negotiations and assistance in finalization of terms of arrangement.

#### **(iii) Pre Bid Meetings and Conferences**

The Consultant would provide all necessary support to the Client for pre-bid meetings and conferences

#### **(iv) Bid Preparation**

- Estimation of Bidding Criteria
- Finalization of Bid Documents
- RfP / RfQ, Draft Concession Agreements, Advertisements and any other supporting documents for the purpose of bidding

**(v) Inputs for Bid Preparation**

Deal structure including commercial terms and conditions and key roles and responsibilities for the operator/developer/bidder and the Client

**(vi) Bid Process Management & Project Closure till LoA is issued to the Concessionaire**

- Bid Evaluation & Assistance in Commercial Negotiations
- Post Bid Support - Outlining the representation, warranties, covenants and obligations of both the Concessionaire and the Concessions Authority
- Final partner/developer/operator selection
- Liaison works and other support for interactions
- Support and Signing of MoU and Term Sheet
- Support for closure of transaction i.e. till grant of concession and issuance of Letter of Award (LoA)

### 3 Deliverables:

The staged deliverables will include:

Stage	Deliverables	Time frame (months)	Cumulative time frame (months)
<b>Stage I Baseline Study</b>	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).	1.0	1.0
	Draft Site Development Potential Report (as per activities listed under 2.3.1 to 2.3.13 of the Scope of Work) and presentation before the Inter-Ministerial Group (IMG)/ concerned stakeholders		
	Final Site Development Potential Report after incorporating feedback from the client on the draft report and as per activities under 2.3.14 and 2.3.15 of the Scope of Work		
<b>Stage-II Master Plan of Development</b>	Draft Master Plan of holistic development including infrastructure development (as per activities listed under 2.4.1 and 2.4.2 of the Scope of Work); and Broad Cost Estimates (para 2.4.3 of the scope of work) and presentation before the Inter-Ministerial Group (IMG)/ concerned stakeholders	2.0	3.0

	Final Master Plan of holistic development including infrastructure development after suitably incorporating suggestions received on the draft report (as per activities listed under 2.4.4 of the Scope of Work)		
	Broad/Indicative Detailed Project report (as per activities listed under 2.4.5 of the Scope of Work)		
<b>Stage III</b> <b>Project Structuring and Implementation</b>	Draft feasibility report and project structuring report (as per activities listed under 2.5.1 to 2.5.4 of the Scope of Work) and presentation before the Inter- Ministerial Group (IMG)/ concerned stakeholders.	1.0	4.0
	Final 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 and other clearances for the identified projects.		
<b>Stage IV</b> <b>Transaction Advisory</b>	Project Strategy, Documentation and Pre-Bid Advisory, as per para 2.6 of the scope of work	1.5	5.5
	Bid Process Management, as per para 2.6.3 of the scope of work	2.5	8
	Deal Strategy and Project Commencement (Upon Issuance of LoA) , as per para 2.6 of the scope of work	1	9

#### 4 RfQ-cum-RfP Processing Fee:

The RfQ-cum-RfP submissions shall be accompanied by a Bank Draft of INR 1,00,000/- (Indian Rupees One Lakh only) in favour of “PAO, NITI Aayog”, payable at New Delhi, India, as a non-refundable RfQ-cum-RfP processing fee (the “RfQ-cum- RfP Processing Fee”). Proposals unaccompanied with the aforesaid RfQ-cum-RfP Processing Fee shall be liable to be rejected by the Client.

## 5 Request for Qualification-cum-Request for Proposal

For and on behalf of the President of India, the Senior Research Officer, Natural Resources & Environment Vertical (Islands Development), NITI Aayog, hereby invites proposals from qualified firms or expert institutions having adequate experience in preparing Concept Development Plans and Detailed Master Plans as indicated in the minimum eligibility criteria and technical evaluation criteria as highlighted in the RfQ-cum-RfP. The details regarding submission of the proposals along with date of pre-bid meeting has been highlighted in the Data Sheet (Annexure-I).

## 6 Clarification and amendment of RfQ-cum-RfP documents:

- 6.1 Applicants may seek clarification on this RfQ-cum-RfP document. Any request for clarification must be sent to the gopinath.lagudu@nic.in. Date of Pre-Bid Meeting and venue is mentioned in Data Sheet (Annexure-I). Applicants willing to attend the pre-bid meeting should inform the client beforehand in writing and through email. The representatives attending the Pre-Bid Meeting shall carry with him/ her authority letter duly signed by the authorized signatory of his/ her organization/institution.
- 6.2 At any time before the submission of Proposals, NITI Aayog may, for any reason, modify the RfQ-cum-RfP documents by an amendment. All amendments/ corrigenda will be posted only on the NITI Aayog Official Website. If required, NITI Aayog may at its discretion extend the Proposal Due Date.

## 7 Eligibility of Applicant

- 7.1 The Applicant for participation in the Selection Process, may be a single entity or a group of entities (the "Consortium"), coming together to execute the Assignment. However, no applicant applying individually or as a member of a Consortium, as the case may be, can be member of another consortia bidding for the Assignment. **Further, it is for information of the applicants that the consultant would be different for the two packages of Andaman & Nicobar Islands. In other words, the consultant for Package IV would not be considered for Package VI and vice-versa.**
- 7.2 An Applicant or a member of Consortium may either be a sole proprietorship firm/ a partnership firm/ a limited liability partnership/ a company incorporated under the Companies Act 1956/2013 or a body corporate incorporated under the applicable laws of its origin.
- 7.3 An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "Conflict of Interest"). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Client will forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the Client for, inter alia, the time, cost and effort of the Client including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to the Client hereunder or otherwise.

7.4 An Applicant shall be deemed to have a **Conflict of Interest** affecting the Selection Process, if:

- (i) the Applicant, its consortium member (the “Member”) or Associate (or any constituent thereof) and any other Applicant, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 percent of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its consortium member or Associate is less than 5 percent of the subscribed and paid-up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956/sub-Section (72) of Section 2 of the Companies Act, 2013. For the purposes of this clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26 percent of the subscribed and paid up equity shareholding of such intermediary; or
- (ii) a constituent of such Applicant is also a constituent of another Applicant; or
- (iii) such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or
- (iv) such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
- (v) such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other’s’ information about, or to influence the Application of either or each of the other Applicant; or
- (vi) there is a conflict among this and other consulting assignments of the Applicant (including its personnel and sub-consultants) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to the Client for this

particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or

- (vii) a firm which has been engaged by the Client to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project save and except as per provisions of this RfQ-cum-RfP, conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or
- (viii) the Applicant, its Member or Associate (or any constituent thereof), and the bidder or Concessionaire, if any, for the Project, its contractor(s) or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 percent of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be,) in the bidder or Concessionaire, if any, or its contractor(s) or sub-contractor(s) is less than 5 percent of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in section 4A of the Companies Act, 1956/sub-Section (72) of Section 2 of the Companies Act, 2013. For the purposes of this sub-clause (viii), indirect shareholding shall be computed in accordance with the provisions of sub-clause (i) above.
- (ix) For purposes of this RfQ-cum-RfP, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant (the "Associate"). As used in this definition on, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50 percent of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

7.5 An Applicant eventually appointed to provide Consultancy for this Assignment/ Project, and its Associates, shall be disqualified from subsequently bidding for any tender, directly or indirectly (including through consortium/ joint ventures) for providing consultancy and/or goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 02 (two) years from the date of submission of the last deliverable. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5 percent of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

- 7.6 Any entity which has been barred/black-listed 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 Due Date, would not be eligible to submit a Proposal either by itself or through its Associate.
- 7.7 An Applicant or its Associate should have, during the last 3 (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 Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.
- 7.8 In case the Applicant is a Consortium, it shall, comply with the following additional requirements:
- (i) Number of members in a consortium shall not exceed 3 (three);
  - (ii) Subject to the provisions of sub-clause (1) above, the Application should contain the information required for each member of the Consortium;
  - (iii) Members of the Consortium shall nominate one member as the lead member (the "Lead Firm"). The nomination(s) shall be supported by a Power of Attorney, as per the format in this RfQ-cum-RfP, signed by all the other members of the Consortium. The duties, responsibilities and powers of such Lead firm shall be specifically included in the joint Bidding Agreement. It is expected that the Lead Firm would be authorized to incur liabilities and to receive instructions and payments for and on behalf of the Consortium. The Client expects that Lead Firm shall have the overall responsibility pertaining to execution of Assignment;
  - (iv) The Application should include a brief description of the roles and responsibilities of individual members;
  - (v) An individual Applicant cannot at the same time be a member of a Consortium applying for the Assignment. Further, a member of a particular Applicant Consortium cannot be member of any other Applicant Consortium applying for the Assignment;
  - (vi) No Change in the composition of the Consortium will be permitted by the Client during the Selection Process and during the subsistence of the contract (in case the successful applicant/ consultant is a consortium).
  - (vii) Members of the Consortium shall enter into a binding Joint Bidding Agreement (the "Jt. Bidding Agreement"), for the purpose of submitting a Proposal. The Jt. Bidding Agreement, to be submitted along with the Application, shall, inter alia:
    - (a) clearly outline the proposed roles and responsibilities, if any, of each member;



- (b) include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Consultant in relation to the Assignment until the completion of the Assignment in accordance with the contract and the TOR;
- (c) clearly define the proposed administrative arrangements (organisation chart) for the management and execution of the Assignment, if awarded to the Consortium;
- (d) except as provided under this RfQ-cum-RfP, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the Client.

## **8 Preparation of proposal**

8.1 Consultants are requested to submit their Proposal in English language and strictly in the formats provided in this RfQ-cum-RfP. The Client will evaluate only those Proposals that are received in the specified forms and complete in all respects.

8.2 In preparing their Proposal, Consultants are expected to thoroughly examine the RfQ-cum-RfP Document. Material deficiencies in providing the information requested may result in rejection of a Proposal.

### **8.3 Technical Proposal:**

While preparing the Technical Proposal, Consultants must give particular attention to the following:

- (i) The Team Leader and Project Manager proposed must be a full-time permanent employee of the Applicant. Independent subject matter experts or sub-consultants who are not permanent full time employees of the Applicant may be proposed as key staff (other than the Team Leader and Project Manager) provided a documentary evidence is furnished that such experts are dedicated to work with the Applicant for the duration of their involvement under this assignment and they have no conflict with respect to the terms and conditions of this RfP document. Further, such key staff cannot be a part of key staff of any other Applicant.
- (ii) **The Consultant would set up their office at Port Blair for working on this assignment. Team Leader or Project Manager, along with other experts/key personnel, would be stationed at Port Blair and would report to NITI Aayog through A&N Administration. Ministry of Home Affairs (MHA) would also be informed.**
- (iii) If any key staff proposed is not a permanent employee of the Applicant (including in case of a JV, of its members), a certificate from the key staff must be furnished mentioning his/ her availability for the project. In the absence of such certificate, his/ her CV will not be evaluated.

- (iv) In case an Applicant is proposing key personnel from educational/ research institutions, a 'No Objection Certificate/ Consent Letter' from the concerned institution shall be enclosed with his CV clearly mentioning his/ her availability for the assignment. In the absence of such certificate, his/ her CV will not be evaluated.
- (v) Consultant is to ensure that the time allocated for the proposed key staff does not conflict with the time allocated or proposed for any other assignment. The Client reserves the right to request a workload projection (including time spent on other projects/ clients) for the key staff.
- (vi) The composition of the proposed Team and Task Assignment to individual personnel shall be clearly stated.
- (vii) No such key personnel shall be proposed for any position if the CV of the personnel does not meet the requirements of the TOR.
- (viii) The key personnel shall remain available for the period as indicated in the RfQ-cum-RfP.
- (ix) No alternative proposal for any key personnel shall be made and only one CV for each position shall be furnished. In case an Applicant is submitting its bid for more than one package, any expert proposed as key personnel for one package cannot be proposed as key personnel for another package(s).
- (x) Each CV needs to have been recently signed by the key personnel and/or countersigned by the authorized official of the Applicant. At the time of submission of bid proposal, the scanned copies of the signature of key personnel will be allowed but at the time of signing of contract, the original signatures will be required. However, in both the cases, original counter signature of Authorised Signatory of the Applicant shall be required in original.
- (xi) A CV shall be summarily rejected if the educational qualifications of the key personnel proposed do not match with the requirement of the RfQ-cum-RfP document.
- (xii) "Client certifications for the projects listed under the experience section. Client certifications (copy of work order or completion certificate from clients) must confirm the key project attributes (scope and nature of the consultancy assignment, consultancy fee, project cost, area of the project in sq. kms, duration of the consultancy, fee received and details of the client etc.). In case of inability of the Applicant to furnish the above Client certifications, Applicants are allowed to submit certificates signed by the Applicant's Authorised Signatory and counter-signed by Statutory Auditor/ qualified Chartered Accountant of the Applicant to establish evidence of key project attributes mentioned above."
- (xiii) The Applicant should form a Joint Venture/ Consortium with his Associate in case he wants to submit the proposal using the experience/ strength of his Associate.
- (xiv) If the Applicant, being a Consortium, is qualified on the strength of the experience of a member which is a foreign company/ entity, requisite key personnel from that foreign company/ entity shall be fielded.

- (xv) The personnel proposed should possess good working knowledge of English Language.
  - (xvi) No key personnel involved should have attained the age of 70 (seventy) years at the time of submitting the proposal. The client reserves the right to ask for proof of age, qualification and experience at any stage of the project.
  - (xvii) The technical proposal must not include any financial information.
- 8.4 Failure to comply with the requirements spelt out above shall lead to deduction of marks during the evaluation. Further, in such a case, Client will be entitled to reject the Proposal.
- 8.5 Proposals shall be typed or written in indelible ink and signed by the Authorised Representative of the Applicant who shall initial each page, in blue ink. In case of printed and published documents, only the cover shall be initialled. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the person(s) signing the Proposal. The Proposals must be properly signed by the Authorised Representative (the "Authorised Representative") as detailed below:
- (i) by the proprietor in case of a proprietary firm;
  - (ii) by a partner, in case of a partnership firm and/or a limited liability partnership; or
  - (iii) by a duly authorised person holding the Power of Attorney, in case of a Limited Company or a corporation; or
  - (iv) by the Authorised Representative of the Lead Firm, in case of consortium; and,
  - (v) Power of Attorney, for the Authorised Representative and or the Lead Firm of the Consortium, if applicable, is executed as per Applicable Laws.
- 8.6 Applicants should note the Proposal Due Date, as specified in Data Sheet, for submission of Proposals. Except as specifically provided in this RfQ-cum-RfP, no supplementary material will be entertained by the Client, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in Data Sheet. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material, if submitted, will be summarily rejected. For the avoidance of doubt, the Client reserves the right to seek clarifications in case the proposal is non-responsive on any aspects.
- 8.7 The Proposal shall be accompanied by a certified copy of legally binding Joint Bidding Agreement in case of JV/Consortium, in the format provided in this RfQ-cum-RfP, signed by all firms/entities confirming the following therein:
- (i) Date and place of signing;
  - (ii) Purpose of JV/ Consortium (must include the details of the Services hereunder for which the JV/Consortium has been invited to bid);

- (iii) A clear and definite description of the proposed administrative arrangements (organisation chart) for the management and execution of the assignment;
- (iv) Delineation of duties/ responsibilities and scope of work to be undertaken by each member along with resources committed by each member of the JV/Consortium for the proposed services;
- (v) An undertaking that the members of the JV/Consortium are jointly and severally liable to the Client for the performance of the services; and
- (vi) The authorized representative of the JV/Consortium (as approved by a Board resolution).

The furnishing of this Joint Bidding Agreement to the Client shall not in any manner prejudice the provisions in the contract relating to joint and severe liability of the Members.

8.8 Similarly, Power of Attorney for both the authorised representative and the lead member of the JV/Consortium shall also be furnished as per the formats available in the RfQ-cum-RfP. **Refer Annexure-VI for Pre-Qualification Forms.**

8.9 The Technical Proposal should provide the following information using the attached Standard Forms. **Refer Annexure-VII for Technical Proposal Forms.**

- (i) For recent assignments of similar nature, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and firm's involvement.
- (ii) The comments and suggestions provided by the Applicant on the RfQ-cum-RfP/ contract/ TOR are not binding and shall not affect the financial proposal.
- (iii) Detailed Approach and Methodology for undertaking the current Assignment.
- (iv) Against the list of proposed staff, details of tasks assigned to each staff as per his/ her experience shall influence the evaluation.
- (v) Each page of the CV must be signed in original by the Authorised representative together with original or electronic signature of the key team member at the proposal stage. However, at the time of contract signing, original signatures of both authorised representative and the key staffs shall be required.
- (vi) The consultant shall make the assessment of support personnel, both technical and administrative, to undertake the Assignment. Additional support and administrative staff shall be provided by the Consultant as needed for the timely completion of the Assignment within the total estimated cost. Consultant should provide time estimates of key staff as well as support staff in the staffing schedule. It is stressed that the time period for the Assignment indicated in the TOR should be strictly adhered to.

#### **8.10 Financial proposal:**

While preparing the Financial Proposal, Consultants are expected to take into account the various requirements and conditions stipulated in this RfQ-cum-RfP document. The Financial Proposal should be a lump-sum Proposal inclusive of all the costs. Applicable taxes associated with the payments by the Client for the assignment should be shown separately and would be paid as per actuals. While submitting the Financial Proposal, the Consultant shall ensure the following:

- (i) All the costs associated with the Assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the personnel (Expatriate and Resident, in the field, office, etc), accommodation, air-fare, transportation, equipment, printing of documents, secondary and primary data collection, etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
  - (ii) The Financial Proposal shall take into account all the expenses/costs including applicable levies, duties, cess, fees etc. Applicable taxes associated with the payments by the Client for the assignment should be shown separately and would be paid as per actuals. Further, all payments shall be subjected to deduction of taxes at source as per Applicable Laws.
- 8.11 The proposal should be submitted as per the standard Financial Proposal submission forms prescribed in this RfQ-cum-RfP. **Refer Annexure-VIII for Financial Proposal Forms.**
- 8.12 The Financial Proposal shall be divided into professional fee and out of pocket expenses as per forms prescribed in this RfQ-cum-RfP. The breakup of remuneration and out of pocket expenses should match the total cost of Financial Proposal. Consultants shall express the price of their services (including break down of their costs) in Indian Rupees.
- 8.13 The Consultants may be subjected to local taxes (such as social charges or income taxes on non-resident foreign personnel, duties, fees, levies, cess etc) on amounts payable by the Client under the Contract. Consultants must do their due diligence about the tax implications and Client will not be liable for any incident.
- 8.14 The Proposals must remain valid for a period of 180 days from the Proposal Due Date (PDD) as specified in the Data Sheet. During this period, the consultant is expected to keep available the professional staff proposed for the assignment. The Client will make its best effort to complete contract signing within this period. If the Client wishes to extend the validity period of the proposals, it may ask the consultants to extend the validity of their proposals for a stated period. Consultants, who do not agree, have the right not to extend the validity of their proposals.

## **9 Submission, receipt and opening of proposals**

- 9.1 The Proposal shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the

firm itself. Any such corrections must be initialled by the person or persons who sign(s) the Proposal.

- 9.2 An Authorized Representative of the Applicant should initial all pages of the Pre-Qualification, Technical and Financial Proposals. The Authorized Representative's authorization should be confirmed by a written power of attorney by the competent authority accompanying the Proposal.
- 9.3 The Applicant shall submit two (2) copies of Pre-Qualification Proposal (one original and one copy), two (2) copies of Technical Proposal (one original and one copy) and one copy of Financial Proposal. One soft copy in a PDF format of both Pre-Qualification and Technical Proposals shall also be submitted by the Applicant. The Pre-Qualification and Technical Proposals must necessarily be 'Hard Bound' separately and all pages serially numbered. 'Hard Bound' implies such binding between two covers through stitching whereby it may not be possible to replace any paper without disturbing the document. In case of any discrepancy between the original and the copy (including soft copy) of the technical proposal, the contents as per original will only be considered.
- 9.4 The Pre-Qualification Proposal with Processing Fee shall be placed in a sealed envelope clearly marked "RFQ- [Name of Assignment]". The Bid Security, and the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL- [Name of Assignment]," and the Financial Proposal in a sealed envelope clearly marked "FINANCIAL PROPOSAL - [Name of Assignment]". The envelope marked "TECHNICAL PROPOSAL- [name of the assignment]" and "FINANCIAL PROPOSAL-[name of the assignment]" shall be placed in a sealed envelope clearly marked "RFP - [Name of Assignment]". The two sealed envelopes (RFQ and RFP) shall be placed into an outer sealed envelope bearing the submission address, name of assignment and marked "DO NOT OPEN EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE."

Submission address:

**The Senior Research Officer,  
NRE Vertical – Island Developments  
(L.Gopinath)  
Room No. 422, NITI Aayog,  
Sansad Marg, New Delhi, 110001  
Tel: 2304-2602, Email: [gopinath.lagudu@nic.in](mailto:gopinath.lagudu@nic.in)**

## **10 Proposal Evaluation**

- 10.1 As part of the evaluation, the Pre-Qualification Proposal submission shall be checked to evaluate whether the Applicant meets the prescribed Minimum Qualification Criteria. Subsequently, the Technical Proposal submission, for Applicants who meet the Minimum Qualification Criteria ("Shortlisted Applicants"), shall be checked for responsiveness in accordance with the requirements of the RfQ-cum-RfP and only those Technical Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this RfQ-cum-RfP document.

- 10.2 Prior to evaluation of Proposals, the Client will determine whether each Proposal is responsive to the requirements of the RfQ-cum-RfP at each evaluation stage as indicated below. The Client may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal will be considered responsive at each stage only if:

**RfQ Stage (Annexure-VI)**

- (i) The Pre-Qualification Proposal is received in the form specified in this RfQ-cum-RfP;
- (ii) It is received by the Proposal Due Date including any extension thereof in terms hereof;
- (iii) It is accompanied by Processing Fee as specified in this RfQ-cum-RfP;
- (iv) It is signed, sealed, bound together in hard cover and marked as stipulated in this RfQ-cum-RfP;
- (v) It is accompanied by Joint Bidding Agreement, the Power of Attorney, for the Authorised Representative and the Lead Firm of the Consortium, if applicable;
- (vi) It does not contain any condition or qualification; and
- (vii) It is not non-responsive in terms hereof.

**RfP Stage**

**Technical Proposal (Annexure-VII):**

- (i) The Technical Proposal is received in the form specified in this RFQ cum RFP;
- (ii) It is accompanied by the Bid Security as specified in this RfQ-cum-RfP;
- (iii) It is received by the Proposal Due Date including any extension thereof in terms hereof;
- (iv) It is signed, sealed, bound together in hard cover and marked as stipulated in this RfQ-cum-RfP; it does not contain any condition or qualification; and
- (v) It is not non-responsive in terms hereof.

**Financial Proposal (Annexure-VIII):**

- (i) The Financial Proposal is received in the form specified in this RfQ-cum -RfP
- (ii) It is received by the Proposal Due Date including any extension thereof in terms hereof;

- (iii) It is signed, sealed, bound together in hard cover and marked as stipulated in this RfQ-cum-RfP;
- (iv) It does not contain any condition or qualification; and
- (v) It is not non-responsive in terms hereof.

The Client reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal will be entertained by the Client in respect of such Proposals. However, client reserves the right to seek clarifications or additional information from the applicant during the evaluation process. The Client will subsequently examine and evaluate Proposals in accordance with the Selection Process detailed out below.

### 11 Validity of Proposal

The proposal should be valid for a period not less than 180 days from the due date for receiving the proposal.

### 12 Minimum Qualifying criteria

As part of the evaluation, the Pre-Qualification Proposals submitted should fulfil the Minimum Qualification Criteria. In case an Applicant does not fulfil the Minimum Qualification Criteria, the Technical Proposal of such an Applicant will not be opened and evaluated further. In such cases, the RfP envelope containing the Technical Proposal, Financial Proposal and Bid Security will be returned unopened after completion of evaluation of Pre-Qualification.

Sr. No.	Minimum Qualification Criteria	Supporting Documents
1.	The Applicant should be a private/ public limited company or partnership firm or expert institution. Individuals are not eligible to participate in this RfQ-cum-RfP. The Applicant (sole entity, in case of single Applicant or at least one member of the Consortium, in case Applicant is a Consortium comprising more than one entity) must be in operation in India for a minimum period of five years.	Certificate of incorporation or establishment
2.	Bidders should have an average annual turnover of INR 50 Crore during last 3 (three) financial years from consultancy services of an equivalent amount.	Certificate for Average Annual Turnover provided as part of RFQ-cum- RFP.
	(i) Applicants should have experience of undertaking at least 2 (two) projects in India and/or abroad involving creation of holistic vision and integrated master plans related to maritime/ island / coastal/riverine/ tourism/ city development ecosystem including review and assessment of carrying capacity to	Format for Pre-Qualification Proposal (Eligible Projects) provided as part of RfQ-cum-RfP.



Sr. No.	Minimum Qualification Criteria	Supporting Documents
	<p>facilitate sustainable development with each project involving a minimum area of twenty five (25) sq km.</p> <p style="text-align: center;">AND</p> <p>(ii) Applicants must demonstrate experience of at least one (1) project which involves undertaking techno-economic feasibility, project structuring on PPP basis and development of implementation and marketing plans. In case one project does not cover all the functional elements mentioned under this criterion, Applicants may submit details of one eligible project covering part of each such functional elements for this purpose.</p> <p style="text-align: center;">AND</p> <p>(iii) The Applicant must demonstrate experience of at least one (1) project which involves undertaking ecological, environmental and social assessments of projects related to maritime/ island / coastal/ riverine/ tourism/city development ecosystem involving a minimum area of twenty-five (25) sq km. In case one project does not cover all the functional elements mentioned under this criterion, Applicants may submit details of one eligible project covering part of each such functional elements for this purpose.</p>	
4.	The Firm/ Bidder should not have been black-listed by any State Government, Central Government or any other public sector undertaking or a corporation as on the date of RfQ-cum-RfP.	An undertaking to this effect should be submitted.

Note: For evaluation purposes while determining projects undertaken within last 10 years, projects with Start date on or before 22<sup>nd</sup> October, 2009 would not be considered eligible.

### 13 Brief Description of the Selection Process

The Client has adopted a three-stage selection process (collectively called the "Selection Process") for evaluating the Proposals comprising: (i) Pre-Qualification, (ii) Technical and (iii) Financial Proposals to be submitted in three separate sealed envelopes. The Pre-Qualification Proposal shall be placed separately in a sealed envelope titled Request for Qualification (RfQ) as prescribed in this RfQ-cum-RfP document. The Technical Proposal, Financial Proposal and Bid Security shall be placed in a sealed outer envelope titled Request for Proposal as prescribed in this RfQ-cum-RfP document. The Bid Processing fee shall be submitted separately

along with the bid proposal. The submissions for Pre-Qualification shall be evaluated first as specified in this RfQ-cum-RfP. Subsequently, the technical evaluation as specified in this RfQ-cum-RfP will be carried out only for those Applicants who meet the Pre-Qualification criteria. Based on this technical evaluation, a list of technically qualified Applicants shall be prepared. The Financial Proposals of only the technically qualified Applicants will be opened. Proposals will finally be ranked according to their combined technical and financial scores as specified in this RfQ-cum-RfP. The first ranked Applicant shall be preferred for contract signing (the “Selected Applicant”) while the second ranked Applicant will be kept in reserve.

**14 Time-frame**

The time period to complete the assignment submissions is **9.0 (nine)** months. The work plan to be submitted by the firm will indicate the intermediate milestones.

**15 Right to reject any or all Proposals**

15.1 Notwithstanding anything contained in this RfQ-cum-RfP, the NITI Aayog reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection, or annulment, and without assigning any reasons thereof.

15.2 The NITI Aayog reserves the right to reject any Proposal if:

- (i) At any time, a material misrepresentation is made or discovered;
- (ii) The Consultant/ Institution does not provide, within the time specified by the NITI Aayog, the supplemental information sought by NITI for evaluation of the Proposal;
- (iii) In case it is found during the evaluation or at any time before issue of Letter of Acceptance (LoA) that one or more of the eligibility conditions have not been met by the firm or the Team has made material misrepresentation or has given any materially incorrect or false information, the firm shall be disqualified forthwith if not yet appointed as the Consultant. If the firm has already been issued the Work Order, the same shall, notwithstanding anything to the contrary contained therein or in this RfQ-cum-RfP, be liable to be terminated, by a communication in writing by the NITI Aayog without the NITI Aayog being liable in any manner, whatsoever, to the Applicant.

**16 Key experts**

Sr. No.	Position	Minimum years of professional experience	Specific expertise
<b>Core Team (Expected to be deployed full time over the entire duration of the assignment)</b>			

Sr. No.	Position	Minimum years of professional experience	Specific expertise
1.	Team Leader	15	The team leader should be Post-graduate in Urban Planning/ Urban Design/ other relevant Infrastructure Design and/ or Master Planning related disciplines. Experience in design and master planning of projects with tourism/ cultural/ ecological/ infrastructure/city development elements. Experience of leading projects involving holistic development of Islands or its parts/ coastal areas /riverine/ maritime related ecosystem on a sustainable basis would be preferred.
2.	Project Manager/ Urban Planner	10	Should be Post-graduate in Urban Planning/ Urban Design or Master Planning related disciplines. Experience in leading master planning projects for Government Sector and experience in working on greenfield/ brown-field development projects preferably with tourism/ cultural/ ecological/city development elements. Experience in developing Islands or its parts/ coastal areas / riverine/ maritime related ecosystem on a sustainable basis would be preferred
3.	Economic & Financial Expert	10	MBA (Finance) or Masters' in Economics or Chartered Accountant with relevant experience of Financial Analysis/ financial structuring/ appraisal of similar development project. Experience of working on market analysis and product mix and conducting surveys. Experience of infrastructure projects/ program of similar nature in the field of infrastructure finance and PPP projects would be added advantage.
4.	Environmental Expert	10	Masters in Environment/ Environmental Engineering or related Environmental sciences disciplines. Should have experience of working on similar projects. The expert should also be NABET accredited.

Sr. No.	Position	Minimum years of professional experience	Specific expertise
5.	Transaction Expert (would be working full time during the period Transaction advisory services starts and ends)	10	MBA (Finance) or Masters' in Economics or Chartered Accountant with relevant experience of Transaction Advisory/bid process management/ preparation of bid documents and mobilization of vendors. Experience of working as Transaction Advisor for infrastructure projects/ Tourism infrastructure projects/ programs of similar nature on PPP mode would be an added advantage.
<b>Other Experts (Expected to be deployed based on approach and methodology adopted for the assignment and requirements of the client)</b>			
6.	Ecological Expert	10	Bachelors or equivalent in Biological Sciences / Ecological sciences related disciplines with experience of working on projects of similar nature.
7.	GIS Expert	10	Bachelors' degree in GIS/remote sensing or related disciplines and experience of working on Urban planning/ tourism planning/ city planning/ environmental projects.
8.	Social Expert	10	Bachelors' in Social Science/ social works or related disciplines with experience in social impact assessments, resettlement and rehabilitation, social impact management plan etc. related to infrastructure projects.
9.	Infrastructure expert	10	Bachelors' degree in Engineering/ Infrastructure planning or Infrastructure design related disciplines with experience of working on greenfield/ brownfield infrastructure projects.
10.	Water Resource expert	10	Bachelors' in Engineering with experience in water sourcing, planning & management of water supply and wastewater recycle and reuse including rainwater harvesting.

<b>Sr. No.</b>	<b>Position</b>	<b>Minimum years of professional experience</b>	<b>Specific expertise</b>
11.	Tourism and Hospitality Expert	10	Bachelors' in Hospitality or related disciplines with experience of tourism and hospitality industry/sector in Island/ Coastal/ maritime ecosystem.
12.	Tribal/ Anthropology Expert	10	Bachelors' in Anthropology/Social Work or related disciplines with experience in tribal related issues.
13.	Fisheries Expert	10	Bachelors' in Fisheries Sciences or related discipline with experience in fisheries and related maritime aspects.

- 16.1 If a firm/ organization or any of its members make(s) an averment regarding his or their qualification, experience, or other particulars and it turns out to be false after signing of the Letter of Acceptance, all the members of the organization shall be debarred for any future assignment of the NITI Aayog for a period of five years.
- 16.2 The Technical Proposal shall not include any financial information relating to the Financial Proposal.
- 16.3 The NITI Aayog reserves the right to verify all statements, information and documents, submitted by the Applicant in response to this RfQ-cum-RfP. Failure of the NITI Aayog to undertake such verification shall not relieve the firm of its obligations or liabilities hereunder nor will it affect any rights of the NITI Aayog thereunder.
- 16.4 In case it is found during the evaluation or at any time before issue of Work Order that one or more of the eligibility conditions have not been met by the firm or the Team has made material misrepresentation or has given any materially incorrect or false information, the firm shall be disqualified forthwith if not yet appointed as the Consultant. If the firm has already been issued the Work Order, the same shall, notwithstanding anything to the contrary contained therein or in this RfQ-cum-RfP, be liable to be terminated, by a communication in writing by the NITI Aayog without the NITI Aayog being liable in any manner, whatsoever, to the Applicant.
- 16.5 The rates quoted shall be firm throughout the period of performance of the assignment up to and including acceptance of the conducted Survey and discharge of all obligations of the Consultant under the Agreement.

## **17 Bid Security**

- 17.1 A Bid Security in the form of a Demand Draft/ Bank Guarantee from a scheduled Commercial Bank in India in favour of "Pay and Accounts Officer, NITI Aayog, New Delhi", payable at New Delhi, for the sum of INR 10,00,000/- (Rupees Ten lakhs only) shall be required to be submitted by each Applicant.

The Bid Security shall be in the format given as part of the RfQ-cum-RfP. The Bid Security shall be valid for a period of 45 days beyond the validity period of the tender. **Refer Annexure-IV for Format of Bid Security.**

- 17.2 Client will not be liable to pay any interest on the Bid security. Bid security of Pre-Qualified but unsuccessful Applicants shall be returned, without any interest, within one month after grant of the work order to the Selected Applicant. The Selected Applicant's Bid Security shall be returned, without any interest upon the Applicant accepting the work order and furnishing the Performance Security in accordance with provision of the RfQ-cum-RfP and work order.
- 17.3 Bid security of a tenderer will be forfeited if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender. The successful tenderer's Bid security will be forfeited if it fails to furnish the required performance security within the specified period.

## **18 Negotiation**

- 18.1 The selected applicant may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of proposal but will be for re-confirming the obligations of the consultant under these RfQ-cum-RfP. Issues such as deployment of key personnel, scope of work, methodology and quality of work plan shall be discussed during negotiations. In case the selected applicant fails to reconfirm its commitment, the Client reserves the right to designate the next ranked Applicant as the Selected Applicant and invite for negotiations.
- 18.2 The Client will examine the CVs of all other key personnel and those not found suitable shall be replaced by the Applicant to the satisfaction of the Client.
- 18.3 The Client will not normally consider substitutions except in cases of incapacity of key personnel for reasons of health. Similarly, after award of contract, the Client expects all of the proposed key personnel to be available during implementation of the contract. The Client will not consider substitutions during contract implementation except under exceptional circumstances up to a maximum of 15 (fifteen) percent of key personnel (considering equal weight for each key personnel) and that too by only equally or better qualified and experienced personnel. During the course of providing services, substitution of key personnel in excess of 15 (fifteen) percent of Key Personnel would call for reduction of remuneration, which will not exceed 80 (eighty) percent of the remuneration agreed for the Original Key personnel.
- 18.4 For Key Personnel replaced for the second time, the remuneration payable will not exceed 80 (eighty) percent of the remuneration which would have been payable for the first replaced personnel replaced for the remaining period.

## **19 Financial Proposal**

- 19.1 Applicants shall submit the financial proposal in the forms specified as part of the RfQ-cum-RfP clearly indicating the total cost of the Consultancy, in both figures and words, in Indian Rupees, and signed by the authorized signatory of the firm. In the event of any difference between figures and words, the amount indicated in words shall be taken into account. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall be taken into account.
- 19.2 While submitting the Financial Proposal, the firm shall ensure the following:
- (i) All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the personnel, accommodation, travelling, printing of documents etc. The total amount indicated in the Financial Proposal shall be without any condition. Applicable taxes associated with the payments by the Client for the assignment should be shown separately and would be paid as per actuals.
  - (ii) The Financial Proposal shall take into account all expenses/costs. Further, all payments shall be subject to deduction of taxes at source as per applicable laws.
  - (iii) Costs (including break down of costs) shall be expressed in INR.

## **20 Late Proposals**

- 20.1 Proposals received by the NITI Aayog after the specified time on the due date shall not be eligible for consideration and shall be summarily rejected.
- 20.2 Any alteration/ modification in the Proposal or additional information or material supplied subsequent to the due date, unless the same has been expressly sought for by the NITI Aayog, shall be disregarded.
- 20.3 The NITI Aayog reserves the right to reject any Proposal, which is non-responsive and no request for alteration, modification, substitution, or withdrawal shall be entertained by the NITI Aayog in respect of such Proposals. After the technical evaluation, the NITI Aayog would prepare a list of the technically qualified Applicants for opening of their Financial Proposals. The opening of Financial Proposals shall be done in the presence of Applicants who choose to be present after issuing a notice in this behalf. The NITI Aayog will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process.

## **21 Clarifications**

To facilitate evaluation of Proposals, the NITI Aayog may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the NITI Aayog for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing. If the firm does not provide clarifications sought above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the NITI Aayog may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding.

## **22 Evaluation of Technical Proposals**

- 22.1 The minimum technical score required **to qualify technical evaluation is 70 Points out of 100**. A proposal will be considered unsuitable and will be rejected at this stage if it does not respond to important aspects of RfQ-cum-RfP Document and the Terms of Reference or if it fails to achieve the minimum technical score. The Client will notify Applicants who fail to score the minimum technical score about the same and return their Financial Proposals unopened after completing the selection process.
- 22.2 The Client will notify the Applicants who secure the minimum qualifying technical score, indicating the date and time set for opening the Financial Proposals. The notification may be sent by registered letter, facsimile, or electronic mail.

## **23 Evaluation of the Financial Proposal**

- 23.1 The financial evaluation will be carried out in respect of the technically qualified bidders and each Financial Proposal will be assigned a financial score (SF).
- 23.2 For financial evaluation, the total cost indicated in the Financial Proposal will be considered.
- 23.3 The NITI Aayog will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfil its obligations as per the TOR within the total quoted price shall be that of the Consultant. The lowest financial proposal (FM) will be given a financial score (SF) of 100 points.

**The financial scores of other proposals will be computed as follows:**

$$S F = 100 \times F M / F \text{ (F = amount of Financial Proposal)}$$

## **24 Combined Technical and Final Evaluation**

- 24.1 Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:

$$S = S T \times T w + S F \times F w$$

Where S is the combined score, and Tw and Fw are weights assigned to Technical Proposal and Financial Proposal that shall be 0.80 and 0.20 respectively.

- 24.2 The Selected firm shall be the first ranked firm (having the highest combined score). The second ranked firm shall be kept in reserve in case the first ranked firm withdraws or fails to comply with the requirements as the case may be.

## **25 Award of Work Order**

- 25.1 After selection, a Work Order shall be issued, in duplicate, by the NITI Aayog to the Selected Firm; and the Firm shall, within 15 (fifteen) days of the receipt of the Work Order, sign and return the duplicate copy of the Work



Order in acknowledgement thereof. In the event the duplicate copy of the work order duly signed by the Successful Applicant is not received by the stipulated date, the Client may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such tenderer, and the next highest-ranking tenderer may be considered.

25.2 The successful tenderer must furnish to the Client the performance security within fifteen days from the date of the Work Order in the format specified in the RfQ-cum-RfP.

## 26 Proprietary data

All documents and other information provided by the NITI Aayog or submitted by the firm to the NITI Aayog shall remain or become the property of the NITI Aayog. Firms are to treat all information as strictly confidential. The NITI Aayog will not return any Proposal or any information related thereto. All information collected, analysed, processed, or in whatever manner provided by the Consultant to the NITI Aayog in relation to the Consultancy shall be the property of the NITI Aayog.

## 27 Deliverables and Payments to the Consultant

27.1 Billing and payments in respect of the Services shall be made as follows: -

Stage	Deliverables	Cumulative time frame (months)	Percentage Payment
<b>Stage I</b> <b>Baseline Study</b>	Inception Report	1.0	5 %
	Draft Site Development Potential Report		10%
	Final Site Development Potential Report		10%
<b>Stage-II</b> <b>Master Plan of Development</b>	Draft Master Plan of holistic development including infrastructure development and Broad Cost Estimates	3.0	10%
	Final Master Plan of holistic development including infrastructure development		10%
	Broad/Indicative Detailed Project report		10%
<b>Stage III</b> <b>Project</b>	Draft feasibility report and project structuring report		10%

<b>Structuring and Implementation</b>	Final feasibility and project structuring report; Preparation of data/information/documents required to obtain EC, CRZ, FC and other clearances for the identified projects	4.0	10%
<b>Stage IV</b>	Project Strategy, Documentation and Pre-Bid Advisory	5.5	5%
<b>Transaction Advisory</b>	Bid Process Management	8	10%
	Deal Strategy and Project Commencement	9	10%

27.2 A bond shall be executed by the selected firm on non-judicial Stamp paper to initiate the process of release of funds with the acceptance of Work Order.

27.3 All payments under this Agreement shall be made to the bank account specified by the firm as may be notified to the NITI Aayog by the Consultant.

## 28 Performance Security

28.1 Within 15 days after the issue of Work Order by the NITI Aayog, the tenderer shall furnish performance security to the client (NITI Aayog) for an amount equal to ten per cent of the total value of the contract. This Security shall remain valid up to 60 days after the date of completion of all contractual obligations by the tenderer. The Performance security shall be in the form of Bank Guarantee issued by a Scheduled Commercial Bank in India, in the prescribed form as provided in the RfQ-cum-RfP. **Refer Annexure-V for Format of Performance Security.**

28.2 **Liquidated Damages for error/variation:** In case any substantial error or variation or lack of integrity in the Survey data submitted by the firm is detected and such error or variation is the result of negligence or lack of due diligence on the part of the firm, the consequential damages thereof shall be quantified by the NITI Aayog in a reasonable manner and recovered from the Consultant by way of liquidated damages, subject to a maximum of 10% (ten percent) of the Contract Value.

28.3 **Liquidated Damages for delay:** In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 1.0% (one percent) of the Contract Value per week, subject to a maximum of 10 % (ten percent) of the Contract Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time may be granted.

- 28.4 If contracting firm fails to fulfil its obligations in terms of the contract, the amount of the performance security shall be payable to the client (NITI Aayog) as compensation and the Client can invoke the said Performance Bank Guarantee.
- 28.5 If any amendment is issued to the contract, the contracting firm shall, within twenty-one days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.
- 28.6 The NITI Aayog shall have the right to appropriate the Performance Security, in whole or in part, in the event of breach of Agreement or for recovery of liquidated damages. Subject to the above sub-clauses, the NITI Aayog will release the performance security without any interest to the firm on completion of the firm's all contractual obligations.

## **29 Resolution of disputes**

- 29.1 In the event of any dispute or difference between the parties hereto, such disputes or differences shall be resolved amicably by mutual consultation.
- 29.2 If such resolution is not possible, the parties shall take recourse to a conciliatory mechanism, for which the Client shall constitute a Committee of Experts to take up conciliation proceedings.
- 29.3 Failing resolution of the Dispute through the conciliatory mechanism, the unresolved dispute or difference shall be referred to arbitration of the sole arbitrator to be appointed by the Chief Executive Officer (CEO), NITI Aayog, on the recommendation of the Secretary, Department of Legal Affairs, Government of India. The provisions of Arbitration and Conciliation Act, 1996 including its amendments, if any, shall be applicable to the arbitration. The venue of such arbitration shall be at New Delhi. The language of arbitration proceedings shall be English. The arbitrator shall make a reasoned award (the Award), which shall be final and binding on the parties. The cost of arbitration shall be shared equally by the parties to the agreement. However, expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.
- 29.4 Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is published; the Parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

## **30 Applicable Law and Jurisdiction**

The contract shall be governed by the laws of India for the time being in force. Subject to clause 24 above (Resolution of disputes), the courts of Delhi shall have exclusive jurisdiction in all matters or disputes arising under or in respect of this contract.

### **31 GCC and SCC Document**

The GCC & SCC document is enclosed as **Annexure-IX**.

### Annexure-I- Data Sheet

Objective of the assignment	The main objective of this assignment is Preparation of Concept Development Plans and Detailed Master Plans for Holistic Development of Package VI islands.
Date of Issuance of the RFQ cum RFP	September 18 <sup>th</sup> , 2019
Pre-Bid Meeting	September 30 <sup>th</sup> , 2019 at 1100 Hrs in Room No.122, NITI Aayog, NITI Bhawan, Sansad Marg, New Delhi- 110001
Last date for uploading replies to the queries and corrigendum by Client	September 9 <sup>th</sup> , 2019
The closing date and time for Submission of Bid (Proposal Due Date)	October 24 <sup>th</sup> , 2019 at 1500 Hrs
Opening of the “RFQ” envelope	October 24 <sup>th</sup> 2019 at 1530 Hrs
Bid Security	INR. 10,00,000/- ( Para 17 of RfQ-cum-RfP)
Opening of “Technical Proposal”	To be notified later
Evaluation of the Technical Proposal	Within 4 weeks from the date of opening of Technical Proposal
Opening of the Financial proposal	To be informed later
Declaration of Short-listed Firms	To be informed later
Contact Person	Senior Research Officer (NRE-Island Development)
Alternate Contact Person	Adviser (NRE)
Proposal Submission	Consultants must submit: (i) Pre-Qualification Proposal: Two copies (one original + one copy) and one soft copy (PDF Format) (ii) Technical proposal: Two copies (one original + one copy) and one soft copy (PDF Format). (iii) Financial proposal: One Original hard copy. The consultant must state cost in Indian Rupees only
Selection Method	Quality cum Cost Based Selection The weights given to technical and financial proposals are:

	Technical = 0.8 Financial = 0.2
Duration of the Assignment	9 Months
Sub-contracting	The extent of sub-contracting would be restricted to 30 (thirty) percent of the contract price. The client will be provided by the consultant with particulars (name, financial and technical back ground, excluding prices) of sub consultants.

**Annexure-II- List of Islands and Location and Package Details**

Sr. No.	Name of Site/ Island	Name of the Island	Area (Ha)
<b>II</b>	<b>Package VI (Andaman &amp; Nicobar Islands)</b>		
1.	Karmatang Beach		27.84
2.	Goodwill Estate, Port Blair		14.312
3.	Aamkunj Beach		3.485
4.	Raman Bagicha Beach		6.84
5.	Rutland Island	Rutland Island	3.46
6.	Flat Bay Island (near Chouldari, South Andaman)	Flat Bay Island	14.1
7.	Little Andaman- Buttler Bay and Kalapathhar Beach	Little Andaman	5
8.	Wright Myo Creek (FerrarGunj Tehsil, South Andaman)		Day Tourism

### Annexure-III- Technical Evaluation Criteria

#### Request for Qualification (RfQ) cum Request for Proposal (RfP):

No. No. M-13040/32(2)/2019-IDA-Part(1), NITI Aayog

Part 1:

#### Technical Evaluation Criteria:

The technical evaluation criteria is as given below:

#### Technical Evaluation

Main criteria and weights	Sub- Criteria	Sub weight
Standing and Experience of the consulting firm 25% in <b>Form: 1B</b>	a) Experience of undertaking projects involving creation of holistic vision and integrated master plans related to maritime/ island / coastal/ riverine/ tourism/ city development ecosystem including review and assessment of carrying capacity to facilitate sustainable development with each project involving a minimum area of twenty five (25) sq km. Projects undertaken involving Government sector or multilateral agencies or private sector clients will be considered. The emphasis will be on relevance of the projects claimed with respect to the scope of work, complexity and impact in terms of implementation of master planning proposals leading to holistic economic development in a sustainable manner.	10
	b) Experience of projects involving undertaking techno-economic feasibility, project structuring on PPP basis and development of implementation and marketing plans. The emphasis will be on relevance of the projects claimed with respect to the scope of work, complexity and impact in terms of implementation of master planning proposals leading to holistic economic development in a sustainable manner. Projects undertaken involving Government sector or multilateral agencies or private sector clients will be considered.	5
	c) Experience of projects involving undertaking ecological, environmental and social assessments of projects to facilitate holistic and sustainable development for maritime/ island or its parts/ coastal / riverine/ tourism/ city development ecosystem involving a minimum area of twenty five (25) sq km. The emphasis will be on relevance of the projects claimed with respect to the scope of work, complexity and impact in terms of implementation of master planning proposals leading to holistic economic	10



<b>Main criteria and weights</b>	<b>Sub- Criteria</b>	<b>Sub weight</b>
	development in a sustainable manner. Projects undertaken involving Government sector or multilateral agencies or private sector clients will be considered.	
Experience and responsibility profile of the key personals involved on this project: 50% in <b>Form: 1D</b>	<p>Key experts (Please attach details in CV of Project Experts)</p> <ul style="list-style-type: none"> <li>• <b>Master Planner/ Team leader</b> 6 marks</li> <li>• <b>Project Manager</b> 5 marks</li> <li>• <b>Economic &amp; Financial Expert</b> 5 marks</li> <li>• <b>Environmental Expert</b> 5 marks</li> <li>• <b>Transaction Expert</b> 5 marks</li> <li>• <b>Ecological Expert</b> 3 marks</li> <li>• <b>GIS Expert</b> 3 marks</li> <li>• <b>Social Expert</b> 3 marks</li> <li>• <b>Infrastructure expert</b> 3 marks</li> <li>• <b>Water resources expert</b> 3 marks</li> <li>• <b>Tourism &amp; hospitality Expert</b> 3 marks</li> <li>• <b>Fisheries Expert</b> 3 marks</li> <li>• <b>Tribal/ Anthropology Expert</b> 3 marks</li> </ul> <p>Qualifications and past performance /Experience, accreditations etc to be specified in the CV.</p>	50
Proposed Approach and Methodology for the assignment 25 %	Consultants need to submit a document detailed their proposed approach, strategies and implementation methodology. The Consultants would also be requested, during the evaluation of technical proposals, to make a presentation on the same.	25

While awarding marks for the standing and experience of the consulting firm, the Consultant should submit details of five (5) projects that best meet the eligibility criterion under each sub-head. Max two (2) marks shall be awarded to each eligible project under sub-heads a) and c) and max one (1) mark shall be awarded to each eligible project under sub-head b). While awarding marks for Experience

and responsibility profile of the key personals involved on this project, the following broad criterion would be followed:

A. General Qualifications	20%
A1. Education	10%
A2. Overall professional experience including trainings, publications etc.	10%
B. Adequacy for the Assignment	70%
B1. Experience relevant to the proposed responsibility of the expert and the assignment/project requirements as described under this RfQ-cum-RfP document. Emphasis will be on relevance of the experience with respect to the Client's requirements, activities performed by the expert in projects claimed, complexity and nature of projects and impact in terms of implementation of expert's proposals leading to holistic development in a sustainable manner.	50%
B2. Relevant Overseas/International Experience	20%
C. Overall Impression	10%

The detailed evaluation criteria will be finalized by the members of the evaluation committee.

#### Annexure-IV- Bank Guarantee Form for Bid Security

Whereas \_\_\_\_\_ (hereinafter called the –Tenderer) has submitted its quotation dated \_\_\_\_\_ for the consultancy for conducting **“Preparation of Concept Development Plans and Detailed Master plans for Holistic Development of Package VI islands”** (hereinafter called the – tender) in response to the Client’s RfQ CUM RfP/ tender enquiry No. \_\_\_\_\_.

Know all persons by these presents that we \_\_\_\_\_ of \_\_\_\_\_ (hereinafter called the - Bank) having our registered office at \_\_\_\_\_ are bound unto \_\_\_\_\_ (hereinafter called the - Client) in the sum of \_\_\_\_\_ for which payment will and truly to be made to the said Client, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 2019, the conditions of this obligation are —

- (1) If the Tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender;
- (2) If the Tenderer having been notified of the acceptance of his tender by the Client during the period of its validity -
  - (a) fails or refuses to furnish the performance security for the due performance of the contract, or
  - (b) fails or refuses to accept or execute the contract.

We hereby irrevocably and absolutely undertake to pay immediately the Client up to the above amount upon receipt of its first written demand, without the Client having to substantiate its demand, provided that in its demand the Client will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition(s). This guarantee will remain in force for a period of forty-five days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

This guarantee will not be discharged due to change in the constitution of the bank or the Tenderer.

\_\_\_\_\_

(Signature of the authorised officer of the Bank)

\_\_\_\_\_

Name and designation of the officer

\_\_\_\_\_

Seal, name & address of the Bank and address of the Branch

## Annexure- V- Bank Guarantee Form for Performance Security

To

The President of India,  
Acting through the Chief Executive Officer,  
NITI Aayog, Sansad Marg,  
New Delhi 110001

WHEREAS \_\_\_\_\_ (name and address of the firm) (hereinafter called the Consulting Agency) has undertaken to offer consultancy, in pursuance of RfQ CUM RfP/ contract no. \_\_\_\_\_ dated \_\_\_\_\_, for **“Preparation of Concept Development Plans and Detailed Master plans for Holistic Development of Package VI islands”** (herein after called – the contract).

AND WHEREAS it has been stipulated by you in the said contract that the Consulting Agency shall furnish you with a bank guarantee by a scheduled commercial bank recognised by you for the sum specified therein as security for compliance with its obligations in accordance with and due performance of the contract;

AND WHEREAS we have agreed to give the Consulting Agency \_\_\_\_\_ such a bank guarantee;

NOW, THEREFORE, we hereby affirm that we are guarantors and responsible to you, on behalf of the Consulting Agency, up to a total of \_\_\_\_\_ <amount of the guarantee in words and figures>, and we hereby irrevocably and absolutely undertake to pay you immediately, upon your first written demand declaring the Consulting Agency to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Consulting Agency before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the Consulting Agency shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

The Guarantor Bank represents that this Bank Guarantee has been established in such form and with such content that is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

The Bank Guarantee shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank or the Consulting Agency.

The Bank further undertakes not to revoke this Guarantee during its currency except with the previous express consent of the Client in writing.

The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

This guarantee shall be valid upto and including the \_\_\_\_day of \_\_\_\_\_, 20\_\_\_\_.

(Signature of the authorised officer of the Bank with date)

\_\_\_\_\_

Name and designation of the officer

\_\_\_\_\_

Seal, name & address of the Bank and address of the Branch

**Annexure VI- Pre-Qualification Proposal Forms**

## **PQ-Form 1A**

### **Pre-Qualification Proposal Submission Form**

[Location, Date]

To

The Senior Research Officer,  
NRE Vertical – Island Developments  
(L.Gopinath)  
Room No. 422,  
NITI Aayog, Sansad Marg  
New Delhi, 110001

**RfQ-cum-RfP dated [date] for selection of consultant for [name of assignment]**

Dear Sir,

With reference to your RfQ cum RfP Document dated [date], we, having examined all relevant documents and understood their contents, hereby submit our Pre-Qualification Proposal for selection as [name of assignment]. The Proposal is unconditional and unqualified.

We are submitting our Proposal as [sole applicant/ JV/ Consortium] [with] [insert a list with full name and address of each Joint Venture/ Consortium/ Consultant].

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate in accordance with the RfQ-cum-RfP. Our Proposal is binding upon us, subject only to the modifications resulting from technical discussions in accordance with the RfQ cum RfP.

We understand you are not bound to accept any Proposal you receive.

Further:

1. We acknowledge that NITI Aayog will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Consultant, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
3. We shall make available to NITI AAYOG any additional information it may deem necessary or require for supplementing or authenticating the Proposal.

4. We acknowledge the right of NITI AAYOG to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that in the last 3 (three) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. We declare that:
  - a) We have examined and have no reservations to the RfQ cum RfP, including any Addendum issued by the Institution;
  - b) We do not have any conflict of interest in accordance with the terms of the RfQ cum RfP;
  - c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with NITI AAYOG or any other public sector enterprise or any Government, Central or State; and
  - d) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants.
8. We declare that we are not a member of any other Consortium/JV applying for selection as a Consultant.
9. We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
10. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates. We further certify that neither we nor any of our consortium members have been barred by the Central Government, any State Government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RfQ-cum-RfP.
11. We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Directors/ Managers/ employees.



12. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by NITI AAYOG in connection with the selection of Consultant or in connection with the selection process itself in respect of the above mentioned Project.
13. We agree and understand that the proposal is subject to the provisions of the RfQ-cum-RfP document. In no case, shall we have any claim or right of whatsoever nature if the consultancy for the Project is not awarded to us or our proposal is not opened or rejected.
14. In the event of our being selected as the Consultant, we agree to enter into a Contract in accordance with the contract prescribed in the RfQ-cum-RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
15. We have studied RfQ-cum-RfP and all other documents carefully. We understand that except to the extent as expressly set forth in the Contract, we shall have no claim, right or title arising out of any documents or information provided to us by NITI AAYOG or in respect of any matter arising out of or concerning or relating to the selection process including the award of consultancy.
16. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall be binding on us.
17. We agree and undertake to abide by all the terms and conditions of the RfQ cumRfP Document.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

(Name and seal of the Applicant/Member in Charge)

**PQ-Form 1-B**

**Format for Pre-Qualification Proposal (Eligible Projects)**

**Project Specific Experience**

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within a JV for carrying out consulting services similar to the ones requested under this assignment.]

- Use projects with copy of proof of experience as required for meeting the minimum qualification criteria prescribed.
- Exhibit eligible projects in the last ten years.
- Projects without documentary evidence will not be considered.
- The key parameters like project cost, consultancy fee, duration, components and nature of assignment should be clearly reflected in the proof of experience provided by the consultant. The proof, without the sufficient information necessary for pre-qualification, shall not be considered.

Assignment Name and project cost:	Approx. value of the contract (in INR in Crore):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total No. of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in INR in Crore):
Start Date (Month/Year): Completion Date (Month/Year):	No. of professional staff – months provided by associated Consultants:
Name of Lead Partner:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Name of Associated Consultants, If any:	
Narrative Description of Project: (highlight project capital cost in the narration)	
Description of actual services provided by your staff within the assignment:	

Firm's Name:

Authorized Signature:

**Note:**

For the purpose of evaluation of applicants INR 72.0 (INR Seventy Two only) per USD shall be considered as the applicable currency conversion rate. In case of any other currency, the same shall first be converted to USD as on the date 60 (Sixty) days prior to the proposal due date and the amount so derived in USD shall be converted in to INR at the aforesaid rate. The conversion rate of such currency shall be the daily representative exchange rates published by the IMF for the relevant date.

Please strictly limit the description of the project in two A4 size sheet of paper. Descriptions exceeding two A4 size sheet of paper shall not be considered for evaluation.

**PQ-Form 1-C**  
**Format for Pre-Qualification Proposal (Average Annual Turnover from**  
**Consultancy Services of Applicant)**

**Average Annual Turnover from Consultancy Services of the Applicant**

Sr. No.	Financial years	Annual Turnover from Consultancy Services of Applicant (INR)
1.	2016-17	
2.	2017-18	
3.	2018-19	
4.	<b>Average Annual Turnover from Consultancy Services of Applicant</b>	<i>[indicate sum of above divided by 3]</i>

**Certificate from the Statutory Auditor / Chartered Accountant**

This is to certify that [name of company] [registered address] has received the payments shown above against the respective years.

Name of Authorized Signatory

Designation

Name of firm

Signature of Authorized Signatory

Seal of Audit firm

Note:

1. In case of a consortium, above form has to be submitted for each consortium member and Minimum Eligibility Criteria for revenue should be satisfied by the Lead Member.

**PQ-Form 1-D**  
**Format for Joint Bidding Agreement (in case of JV/ consortium)**

(To be executed on stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the [date in words] day of [month in words] [year in 'yyyy' format].

AMONGST

1. [Name of company], a company incorporated under the Companies Act, 1956 and having its registered office at [registered address] (hereinafter referred to as the "First Part" which expression shall, unless repugnant to the context include its successors and permitted assigns);

AND,

2. [Name of company], a company incorporated under the Companies Act, 1956 and having its registered office at [registered address] (hereinafter referred to as the "Second Part" which expression shall, unless repugnant to the context include its successors and permitted assigns);

AND,

3. [Name of company], a company incorporated under the Companies Act, 1956 and having its registered office at [registered address] (hereinafter referred to as the "Third Part" which expression shall, unless repugnant to the context include its successors and permitted assigns);

The above-mentioned parties of the [FIRST, SECOND AND THIRD] PART are collectively referred to as the "Parties" and each is individually referred to as a "Party".

WHEREAS,

- a) NITI Aayog, an Institution established by the Government of India vide Cabinet Resolution dated 1st January 2015, having its office at NITI BHAWAN, Sansad Marg, New Delhi (hereinafter referred to as the "Institution" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited proposals ("the Applications") by its Request for Qualification-cum-Request for Proposal No. [number] dated [date] (the "RfQ-cum-RfP") for appointment of consultant for [name of assignment] (the "Consultancy").
- b) The Parties are interested in jointly bidding for the Consultancy as members of a Consortium and in accordance with the terms and conditions of the RfQ-cum-RfP document and other bid documents in respect of the Consultancy, and
- c) It is a necessary condition under the Consultancy document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and interpretations: In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RfQ-cum-RfP.
2. Consortium
  - a) The Parties do hereby irrevocably constitute a consortium (the “Consortium”) for the purposes of jointly participating in the selection process for the Consultancy.
  - b) The Parties hereby undertake to participate in the Bidding process only through this Consortium and not individually and/ or through any other consortium constituted for this Consultancy, either directly or indirectly or through any of their Affiliates.
3. Covenants: The Parties hereby undertake that in the event the Consortium is declared the selected Consultant and awarded the Consultancy, the Parties shall enter into a contract for consultancy services (“Contract”) with the Institution and for performing all obligations as the Consultant in terms of the Contract for the Consultancy.
4. Role of the parties: The Parties hereby undertake to perform the roles and responsibilities as described below:
  - a) Party of the First Part shall be the Member in Charge of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the selection process for the Consultancy and until the Effective Date under the Contract;
  - b) Party of the Second Part shall be [role]; and
  - c) Party of the Third Part shall be [role]; and,
5. Joint and Several Liability: The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Consultancy and in accordance with the terms of the RFQ cum RFP and the Contract, for the performance of the Contract.
6. Member in-charge: Without prejudice to the joint and severe liability of all the Parties, each Party agrees that it shall exercise all rights and remedies under the Contract through the Member in Charge and the Institution shall be entitled to deal with such Member in Charge as the representative of all Members. Each Party agrees and acknowledges that:
  - a) any decision (including without limitation, any waiver or consent), action, omission, communication or notice of the Member in Charge on any matters related to the Contract shall be deemed to have been on its behalf and shall be binding on it. The Institution shall be entitled to rely

upon any such action, decision or communication from the Member in Charge;

- b) consolidated invoices for the services in relation to the Consultancy performed by all the Members/Parties shall be prepared and submitted by the Member in Charge and the Institution shall have the right to release payments solely to the Member in Charge and the Institution shall not in any manner be responsible or liable for the inter se allocation of payments, works etc. among the Parties;
  - c) any notice, communication, information or documents to be provided to the Consultant shall be delivered to the authorized representative of the Consultant (as designated pursuant to the Contract) and any such notice, communication, information or documents shall be deemed to have been delivered to all the Parties.
7. Representation of the Parties: Each Party represents to the other Parties as of the date of this Agreement that:
- a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
  - b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Party is annexed to this Agreement, and will not, to the best of its knowledge:
    - (i) require any consent or approval not already obtained;
    - (ii) violate any Applicable Law presently in effect and having applicability to it;
    - (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
    - (iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
    - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to

prevent such Party from fulfilling its obligations under this Agreement;

- c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8. Termination: This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Effective Date under the Contract, in case the Consultancy is awarded to the Consortium. However, in case the Consortium is not selected for award of the Consultancy, the Agreement will stand terminated upon intimation by the Institution that it has not been selected and upon return of the Bid Security by the Institution.

9. Miscellaneous

- a) This Joint Bidding Agreement shall be governed by laws of India.
- b) The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Institution.

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

SIGNED, SEALED & DELIVERED

For and on behalf of

MEMBER IN-CHARGE by:

[Signature]

[Name]

[Designation]

[Address]

SIGNED, SEALED & DELIVERED

For and on behalf of

SECOND PART by:

[Signature]

[Name]

[Designation]

[Address]

SIGNED, SEALED & DELIVERED

For and on behalf of



THIRD by:

[Signature]

[Name]

[Designation]

[Address]

In presence of:

1. [Signature, name and address of witness]

2. [Signature, name and address of witness]

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal or official seal of all members.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

**PQ-Form 1-E**  
**Format for Power of Attorney for Authorised representative**

Know all men by these presents, We, [name of organization and address of the registered office] do hereby constitute, nominate, appoint and authorise Mr/ Ms [name], son/ daughter/ wife of [name], and presently residing at [address], who is presently employed with/ retained by us and holding the position of [designation] as our true and lawful attorney (hereinafter referred to as the "Authorised Representative"), with power to sub- delegate to any person, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as consultant for [name of assignment], to be developed by NITI Aayog (the "Institution") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Institution, representing us in all matters before the Institution, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Institution in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us until the entering into of the Contract with the Institution.

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

IN WITNESS WHEREOF WE, [name of organization], THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS [date in words] DAY OF [month] [year in 'yyyy' format].

For [name and registered address of organization]

[Signature]

[Name]

[Designation]

Witnesses:

1. [Signature, name and address of witness]

2. [Signature, name and address of witness]

Accepted

Signature]

[Name]

[Designation]

[Address]

Notes:

1. 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 seal affixed in accordance with the required procedure.
2. Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
3. For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

**PQ-Form 1-F**

**Format for Power of Attorney for Lead Member of JV/ Consortium**

(To be executed by all members of the Consortium)

Whereas the NITI Aayog (the "Institution") has invited proposals for selection of consultant for [name of assignment] (the "Consultancy").

Whereas, [name of Party], [name of Party] and [name of Party] (collectively the "Consortium") being Members of the Consortium are interested in bidding for the Consultancy in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Consultancy, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Member in-charge 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 Consultancy and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS,

We, [name of Party] having our registered office at [registered address], M/s. [name of Party], having our registered office at [registered address], and M/s. [name of Party], having our registered office at [registered address], (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s [name of Member In-charge], having its registered office at [registered address], being one of the Members of the Consortium, as the Member In-charge and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney") and hereby irrevocably authorise the Attorney (with power to sub- delegate to any person) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Contract, during the performance of the services related to the Consultancy, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Consultancy, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Acceptance, participate in bidders' and other conferences, respond to queries, submit information/documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Institution , and/ or any other government agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Consultancy and/ or upon award thereof until the Contract is entered into with the Institution.

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

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS [date in words] DAY OF [month] [year in 'yyyy' format].

SIGNED, SEALED & DELIVERED

For and on behalf of

MEMBER IN-CHARGE by:

[Signature]

[Name]

[Designation]

[Address]

SIGNED, SEALED & DELIVERED

For and on behalf of

SECOND PART by:

[Signature]

[Name]

[Designation]

[Address]

SIGNED, SEALED & DELIVERED

For and on behalf of

FOURTH by:

[Signature]

[Name]

[Designation]

[Address]

In presence of:

1. [Signature, name and address of witness]
2. [Signature, name and address of witness]

Notes:

1. 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 or official seal of all members.
2. Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of

attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

3. For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.
  4. In case of a consortium, above form has to be submitted for each consortium member and Minimum Eligibility Criteria for revenue should be satisfied by the Lead Member.
-

## **Annexure VII- Technical Proposal Forms**

**Form 1A**

**Technical Proposal Submission Form**

[Location, Date]

To

The Senior Research Officer,  
NRE Vertical – Island Development  
(L.Gopinath)  
Room No.422,  
NITI Aayog, Sansad Marg  
New Delhi, 110001

**RfP dated [date] for selection of consultant for [name of assignment]**

Dear Sir,

With reference to your RfQ-cum-RfP Document dated [date], we, having examined all relevant documents and understood their contents, hereby submit our Technical Proposal for selection as [name of assignment]. The Proposal is unconditional and unqualified.

We are submitting our Proposal as [sole applicant/ JV/ Consortium] [with] [insert a list with full name and address of each Joint Venture/ Consortium/ Consultant].

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate in accordance with the RfQ-cum-RfP. Our Proposal is binding upon us, subject only to the modifications resulting from technical discussions in accordance with the RfQ-cum-RfP.

We understand you are not bound to accept any Proposal you receive.

Further:

1. We acknowledge that NITI Aayog will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Consultant, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
3. We shall make available to NITI Aayog any additional information it may deem necessary or require for supplementing or authenticating the Proposal.



4. We acknowledge the right of NITI Aayog to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that in the last 3 (three) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. We declare that:
  - (a) We have examined and have no reservations to the RfQ-cum-RfP, including any Addendum issued by the Institution;
  - (b) We do not have any conflict of interest in accordance with the terms of the RfQ-cum-RfP;
  - (c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RfQ-cum-RfP document, in respect of any tender or request for proposal issued by or any agreement entered into with NITI AAYOG or any other public sector enterprise or any government, Central or State; and
  - (d) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants.
8. We declare that we are not a member of any other Consortium/JV applying for selection as a Consultant.
9. We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
10. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates. We further certify that neither we nor any of our consortium members have been barred by the Central Government, any State Government, a statutory body or any public sector undertaking, as the case

may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RfQ-cum-RfP.

11. We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Directors/ Managers/ employees.
12. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by NITI AAYOG in connection with the selection of Consultant or in connection with the selection process itself in respect of the above mentioned Project.
13. We agree and understand that the proposal is subject to the provisions of the RfQ-cum-RfP document. In no case, shall we have any claim or right of whatsoever nature if the consultancy for the Project is not awarded to us or our proposal is not opened or rejected.
14. In the event of our being selected as the Consultant, we agree to enter into a Contract in accordance with the contract prescribed in the RfQ-cum-RfP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
15. We have studied RfQ-cum-RfP and all other documents carefully. We understand that except to the extent as expressly set forth in the Contract, we shall have no claim, right or title arising out of any documents or information provided to us by NITI AAYOG or in respect of any matter arising out of or concerning or relating to the selection process including the award of consultancy.
16. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall be binding on us.
17. We agree and undertake to abide by all the terms and conditions of the RfQ-cum-RfP Document.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

(Name and seal of the Applicant/Member in Charge)

**Form: 1B**

**Format for Technical Proposal (Eligible Projects)**

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within a JV for carrying out consulting services similar to the ones requested under this assignment.]

- Exhibit projects in last ten years.
- Projects without documentary evidence will not be considered for evaluation.
- The key parameters like project cost, consultancy fee, duration, components and nature of assignment should be clearly reflected in the proof of experience provided by the consultant. The proof, without the sufficient information necessary for evaluation, shall not be considered.

Assignment Name and project cost:	Approx. value of the contract (in INR in Crore):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total No. of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in INR in Crore):
Start Date (Month/Year): Completion Date (Month/Year):	No. of professional staff – months provided by associated Consultants:
Name of Lead Partner:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Name of Associated Consultants, If any:	
Narrative Description of Project: (highlight project capital cost in the narration)	
Description of actual services provided by your staff within the assignment:	

Firm's Name:

Authorized Signature:

**Note:** For the purpose of evaluation of applicants INR 72.0 (INR Seventy Two only) per USD shall be considered as the applicable currency conversion rate. In case of any other currency the same shall first be converted to USD as on the date 60 days prior to the proposal due date and the amount so derived in USD shall be converted in to INR at the aforesaid rate. The conversion rate of such currency

shall be the daily representative exchange rates published by the IMF for the relevant date. Please limit the description of the project in two A4 size sheet of paper. Descriptions exceeding two A4 size sheet of paper shall not be considered for evaluation.

**Form: 1C**

**Team Composition and Task Assignments**

1. Professional staff				
Name of staff	Firm	Area of expertise	Position assigned	Tasks assigned

2. Support staff				
Name of staff	Firm	Area of expertise	Position assigned	Tasks assigned

**Form: 1D**

**Curriculum Vitae (CV) for Proposed Professional Staff (with one page of summary of experience) (Different Team to be proposed in case the Applicant is bidding for more than one package)**

1.	Proposed position	
2.	Name of firm	
3.	Name of staff	[First] [Middle] [Surname]
4.	Date of birth	
5.	Nationality	
6.	Education	[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and year of obtainment starting from the latest degree]
7.	Membership of Professional Organizations	
8.	Training & Publications	[Indicate significant training since education degrees (under 5) were obtained]
9.	Countries of Work Experience	[List countries where staff has worked in the last ten years]

10.	Languages	Language	Proficiency (good/ fair/ poor)		
			Speaking	Reading	Writing
		English			

11.	Employment record [Starting with present position, list in reverse order every employment held by staff member since graduation]	Name of Organization	Position held	Duration
				YYYY to present
12.	Details of tasks assigned			
13.	Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned	[Among the assignments in which the Staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks assigned] Name of assignment or project:		

		Year: Location: Client: Project Cost and Consultancy Fee: Main project features: Positions held: Activities performed:
14.		Name of assignment or project: Year: Location: Client: Project Cost and Consultancy Fee: Main project features: Positions held: Activities performed:
15.	Certification	I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Signature	Signature
Date: [dd/mm/yyyy]	Date: [dd/mm/yyyy]
Name of staff member:	Name of Authorized Signatory:

**Note:**

Please strictly restrict the number of pages per CV to six (06) pages (three sheets if printed both sides). The one-page summary shall be over and above the six (06) page CV. Pages in the CV greater than these limits shall not be considered for evaluation. Please strictly follow the above template for the key staff CV since any deviation may lead to deduction in marks.

**Form: 1E**  
**Staffing schedule**

Sr. No.	Name of key staff	Staff input (in the form of a bar chart)							Total staff input (months)
		M1	M2	M3	M4	M5	M6	n	
	Name of support staff								
	Total								



**Form: 1F**  
**Work schedule**

A. Field investigations and study teams

Sr. No.	Activity	Months (in the form of a bar chart)							Total (months)
		M1	M2	M3	M4	M5	M6	n	
	Total								

B. Completion and submission of reports

Sr. No.	Reports	Program (date)

## **Annexure VIII- Financial Proposal Forms**

**Form: 2A**

**Financial Proposal- Covering Letter**

(Date and Reference)

To  
The Senior Research Officer,  
NRE Vertical – Island Developments  
(L.Gopinath)  
Room No. 422,  
NITI Aayog, Sansad Marg  
New Delhi, 110001

**Dear Sir,**

**Subject: Consultancy for preparation of “Concept Development Plans and Detailed Master plans for Holistic Development of Package VI islands”.**

We, the undersigned, offer to provide the services for \_\_\_\_\_ <name of assignment> \_\_\_\_\_ in accordance with your Request for Proposal dated \_\_\_\_\_ and our Proposal. We, \_\_\_\_\_ (Authorized signatory’s name) herewith enclose the Financial Proposal for the above. Our attached Financial Proposal is for a sum of \_\_\_\_\_ <amount(s) in words and figures> \_\_\_\_\_.

We agree that this offer shall remain valid for a period of 180 (one hundred eighty) days from the due date or such further period as may be mutually agreed upon.

We undertake that, in competing for (and, if the award is made to us, in executing) the above assignment, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act, 1988”.

Yours faithfully,

(Signature, name and designation of the Authorized signatory)

Name of Firm:

Address:

Note: The Financial Proposal is to be submitted strictly as per Form 2 given in the RfQ-cum-RfP.

## **Form 2B: Financial Proposal**

Request for Proposal (RFQ CUM RFP): No. M-13040/32(2)/2019-IDA-Part(1),  
NITI Aayog

**Subject: "Consultancy for preparation of "Concept Development Plans and Detailed Master plans for Holistic Development of Package VI islands".**

Sr. No.	Description	Amount in words (INR.)	Amount in figures (INR.)
1.	Total Cost of Financial Proposal including all Cess, fees, levies, duties etc excluding Applicable Taxes may be mentioned.		
2.	Applicable Taxes		
3.	Total Cost of Financial Proposal including Applicable Taxes		

Note:

- 1) The cost of financial proposal as indicated in Sl. 1 above should match with the break up cost as per forms 2B-1 and 2.C below.
- 2) The above mentioned fee is exclusive of applicable taxes. Applicable taxes associated with the payments by the Client for the assignment should be shown separately and would be paid as per actuals.
- 3) The financial evaluation shall be based on the above Financial Proposal (as at Sl. No. 1 of the table above);
- 4) All payments shall be made in Indian Rupees and shall be subject to applicable Indian laws, withholding taxes if any.

(Signature, name and designation of the Authorized signatory)

Name of Firm:

Address:

**Form 2B-1: Detailed Breakup**

Cost Component	Amount in words (INR)	Amount in figures (INR)
Stage I: Detailed site suitability for the identified Package VI islands		
Stage II: Vision and Detailed Master Plan and Infrastructure Plan for the identified Package VI islands		
Stage III: Financial Feasibility and Project Structuring Report and Marketing Strategy & Implementation Plan		

**Form 2C: Breakdown of Costs**

Cost Component	Amount in words (INR)	Amount in figures (INR)
Remuneration		
Out of pocket expenses		
Cost of financial proposal		

**Form 2D: Breakdown of Remuneration Of key staff**

Name of key staff	Position	Staff month rate	Input months (staff)	Amount INR
Name of Support staff	Position	Staff month rate	Input months (staff)	Amount INR
<b>Total</b>				

**Form 2E: Breakdown of Out of Pocket Expenses**

Sr. No.	Description	Amount (INR)
	List of Out of Pocket Expenses including boarding, lodging, air travel and local travel, printing and stationary, maps etc.)	
	<b>Total</b>	

Please use separate forms for each Part A to E.

## **Annexure IX- GCC and SCC Documents**

# Standard Form of Contract

## CONTRACT FOR CONSULTANCY SERVICES

Between

[Name of client]

[Name of Consultants]

[Date]

## **I. Form of Contract**

---

Contract to undertake [name of assignment]

This CONTRACT (hereinafter called the "Contract") is made on the [Date in words] day of the month of [month] [year in 'yyyy' format], by and between

NITI Aayog, hereinafter referred to as the "Client" which expression unless repugnant to context or meaning thereof shall include its successors, affiliates and assigns) of the First Part.

and

[Name of Consultants and registered address]

(hereinafter called the "Consultants")

### **WHEREAS**

- a) The Client has requested the Consultants to provide certain consulting services as defined in the General Conditions attached to this Contract (hereinafter called the "Services");
- b) The Consultants, having represented to the Client that they have the required professional skills, personnel and technical resources, have agreed to provide the services on the terms and conditions set forth in this Contract.

NOW THEREFORE the parties hereto hereby agree 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 (hereinafter called "GC");
  - b) The Special Conditions of contract (hereinafter called "SC");
  - c) The following Appendices:

Appendix A: Terms of reference containing, inter-alia, the Description of the Services and reporting requirements,

Appendix B: Consultants', Sub consultants, Key Personnel and Sub Professional Personnel, Task assignment, work programme, manning schedule, qualification requirements of key personnel and schedule for submission of various deliverables

Appendix C: Approach and methodology

Appendix D: Duties of the Client

Appendix E: Cost Estimate

Appendix F: "Conformed Document" which incorporates all the changes, modifications and results of the contract discussion

Appendix G: Copy of Letter of Award



Appendix H: Copy of letter of Award/ acceptance by Consultant

Appendix I: Copy of Bank Guarantee for Performance Security

Appendix J: Clarifications

Appendix K: Correspondences

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract; in particular:
  - a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and
  - b) Client will make payments to the Consultants in accordance with the provisions of the Contract.
  
3. Priority of documents: The Parties expressly agree that in the event of any conflict, inconsistency or contradiction between any clauses forming part of the documents constituting the Contract, and more particularly mentioned in Clause 1 (of this contract) hereinabove, the documents shall be interpreted in the following order of precedence:
  - a) The provisions of this Contract shall override all provisions of other documents comprising the Contract.
  - b) the provisions of the SC shall be subject to the Contract, but shall override all provisions of other documents comprising the Contract;
  - c) the provisions of the GC shall be subject to the Contract SC, but shall take precedence over all other documents comprising the Contract; and
  - d) the Appendices shall subject to each of the Contract, SC and the GC
  - e) Any decision of the Client in relation to the priority of documents shall be final and binding upon the Consultant

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.

FOR AND ON BEHALF OF Client

[Signature]

[Name]

[Designation]

FOR AND ON BEHALF OF CONSULTANT

[Signature]

[Name]

[Designation]

Witness:

1. [Signature, name and address]
2. [Signature, name and address]

## **II. General Conditions of Contract**

### **1.1 General provisions**

#### **1.1.1 Definitions**

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

- a) "Applicable Law" means the all laws, bye-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees and any other instruments having the force of law in India as they may be issued and in force from time to time;
- b) "Affiliate" means, with respect to any Party, any other entity that, directly or indirectly: (a) Controls such Party; (b) is Controlled by such Party; (c) is Controlled by the same person who, directly or indirectly, Controls such Party; and "Control" with respect to any person, shall mean: (a) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person whether through the ownership of voting share capital, by agreement or otherwise or the power to elect more than one-half of the directors, partners or other individuals exercising similar authority with respect to such person; (b) the possession, directly or indirectly, of a voting interest of more than 50%; and the terms "Controlling" and "Controlled by" shall be construed accordingly;
- c) "Client" means the Party named in the Contract, who employs the Consultant;
- d) "Consultant" or "Consultants" means the party named in the Contract, who is employed as an independent professional firm by the Client to perform the Services;
- e) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) constitute a part, together with all other documents listed in this signed Contract;
- f) "Contract Price" means the price to be paid for the performance of the Services;
- g) "GC" means the General Conditions of Contract;
- h) "Government" means the Government of Client's country;
- i) "Local Currency" means the currency of the Government;
- j) "Member", in case the Consultants consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities; "Lead Member/Member in Charge" means the entity specified in the SC to act on behalf of Each Member in exercising all the Consultants' rights and obligations towards the Client under this Contract;
- k) "Material Adverse Effect" means material adverse effect on (a) the ability of the Consultant to observe and perform any of its rights and obligations under and in accordance with the provisions of this Agreement and/or (b) the legality, validity, binding nature or enforceability of this Agreement;
- l) Master Services Agreement (MSA) shall mean the same as "contract";

- m) "Party" means the Client or the Consultants, as the case may be, and Parties means both of them;
  - n) "Performance Security" shall mean the irrevocable and unconditional bank guarantee provided by the Consultant from a scheduled Indian bank as guarantee for the performance of its obligations in respect of the Contract;
  - o) "Personnel" means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof;
  - p) "Project" means "[name of assignment]";
  - q) "SC" means the Special Conditions of Contract by which these General Conditions of the Contract may be amended or supplemented;
  - r) "Services" means the work to be performed by the Consultants pursuant to this Contract as described in TOR;
  - s) "Sub-consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of this contract; and,
  - t) "Work Order" means a specific directive or order to perform a defined scope for a defined duration and fee
  - u) "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.
  - v) "Fraudulent Practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Client, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.
- 1.1.2 Law Governing Contract: This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India and shall be subject to the jurisdiction of the Courts at New Delhi.
- 1.1.3 Language: This Contract has been executed in the language specified in the SC, which shall be binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 1.1.4 Notices: Any notice, request or consent made pursuant to the Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.
- 1.1.5 Location: The Services shall be performed at such locations as whether in Country or elsewhere, as the Client may approve.
- 1.1.6 Authorized Representatives: Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants may be taken or executed by the officials in the SC.

- 1.1.7 Taxes and Duties: Unless otherwise specified in the SC, the Consultants, Sub-consultants and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.
- 1.1.7.1 The Client shall be entitled to deduct any Taxes required to be deducted at source under Applicable Law from any payments to be made by it to the Consultant. Further, in the event that the Client receives notification or assessment of any Taxes (whether as an agent, or in substitution of the Consultant, any Sub-consultants or its Personnel, servants, agents or otherwise) in respect of or arising out of the performance of the Consultant's obligations under this Agreement which remain outstanding, the Client shall notify the Consultant of the same and the Consultant shall promptly take all necessary action for settlement and/or any other lawful disposal of such notification or assessment. Furthermore, the Consultant shall pay forthwith on demand to the Client all costs including fines and penalties, which the Client may incur as a result of:
- the Client having been required by any governmental authority to pay any Taxes which the Consultant is liable to bear hereunder; or
- any cost actually sustained by the Client for failure by the Consultant to pay any Taxes for which it is responsible under this Contract.
- 1.1.8 Interpretation: In the Contract, unless the context otherwise requires:
- 1.1.8.1 The singular includes the plural and vice versa and any word or expression defined in the singular shall have a corresponding meaning if used in the plural and vice versa. A reference to any gender includes the other gender.
- 1.1.8.2 A reference to any document, agreement, deed or other instrument (including, without limitation, references to the Contract), includes a reference to any document, agreement, deed or other instrument as may be varied, amended, supplemented, restated, novated or replaced, from time to time.
- 1.1.8.3 A reference to any document, agreement, deed or other instrument (including, without limitation, references to the Contract), means a reference to such document, agreement, deed or other instrument and to all appendices, annexes, schedules and parts attached or relatable thereto, all of which shall form an integral part of such document, agreement, deed or other instrument, as the case may be.
- 1.1.8.4 A reference to any Applicable Law includes any amendment, modification, re-enactment or change in interpretation or applicability of such Law and a reference to any statutory body or authority includes a reference to any successor as to such of its functions as are relevant in the context in which the statutory body or authority was referred to
- 1.1.8.5 Where a word or phrase has a defined meaning, any other part of speech or grammatical form in respect of the word or phrase has a corresponding meaning.
- 1.1.8.6 The words 'include' and 'including' are to be construed without limitation. The terms 'herein', 'hereof', 'hereto', 'hereunder' and words of similar

purport refer to the Contract as a whole. Where a wider construction is possible, the words 'other' and 'otherwise' shall not be construed *ejusdem generis* with any foregoing words.

- 1.1.8.7 In the Contract, headings are for the convenience of reference only and are not intended as complete or accurate descriptions of the content thereof and shall not be used to interpret the provisions of the Contract.
- 1.1.8.8 Any obligation not to do something shall be deemed to include an obligation not to suffer, permit or cause that thing to be done. An obligation to do something shall be deemed to include an obligation to cause that thing to be done.
- 1.1.8.9 The rule of interpretation which requires that a Contract be interpreted against the person or Party drafting it shall have no application in the case of this Contract.
- 1.1.8.10 References to a person (or to a word importing a person) shall be construed so as to include:
- a) Individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other Governmental Authority (whether or not in each case having separate legal personality);
  - b) That person's successors in title and assigns or transferees permitted in accordance with the terms of the Contract; and
  - c) References to a person's representatives shall be to its officers, Personnel, legal or other professional advisors, subcontractors, agents, attorneys and other duly authorized representatives.

## **1.2 Joint and Several Liability: Collective action by Members**

- 1.2.1 In the event the Consultant is a joint venture consortium, the Members shall be deemed to be jointly and severally liable to the Client for the performance of this Contract. Without prejudice to the foregoing, the Client shall be entitled to terminate this Contract in the event of any change in the structure or composition of the joint venture consortium, including the Member in Charge ceasing to act as such. In the event the Consultant is a joint venture consortium, the Performance Security may be provided by any member; provided that such Performance Security shall mention the details of this Contract and other members.
- 1.2.2 In the event the Consultant is a joint venture consortium, without prejudice to the joint and several liability of all the Members, each Member agrees that it shall exercise all rights and remedies under this Contract through the Member in Charge and the Client shall be entitled to deal with such Member in Charge as the representative of all Members. Each Member agrees and acknowledges that, notwithstanding anything to the contrary in the memorandum of understanding or any other such agreement or arrangement between the Members:
- 1.2.2.1 any decision (including without limitation, any waiver or consent), action, omission, communication or notice of the Member in Charge on any matters

related to this Contract shall be deemed to have been on its behalf and shall be binding on it. The Client shall be entitled to rely upon any such action, decision or communication from the Member in Charge;

1.2.2.2 consolidated invoices for the Services performed by all the Members shall be prepared and submitted by the Member in Charge and the Client shall have the right to release payments solely to the Member in Charge and the Client shall not in any manner be responsible or liable for the inter se allocation of payments, works etc. among the Members;

1.2.2.3 any notice, communication, information or documents to be provided to the Consultant shall be delivered to the authorized representative of the Consultant (as designated pursuant to Clause 6.1.6 of the GCC) and any such notice, communication, information or documents shall be deemed to have been delivered to all the Members.

### **1.3 Commencement, completion, modification and termination of contract**

1.3.1 Effectiveness of Contract: This Contract shall come into effect on the date the Contract is signed by both the Parties, or such other date as may be stated as per SC.

1.3.2 Commencement of Services: The Consultants shall commence the Services from 2<sup>nd</sup> (second) day of effectiveness of the Contract or any date prior to that, notified by the Client.

1.3.3 Expiration of Contract: Unless terminated earlier pursuant to relevant clauses in this contract hereof, this Contract shall expire when Services have been completed and all payments have been made at the end of such time period after the Effective Date as shall be specified in the SC.

1.3.4 Modification: Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

#### **1.3.5 Force Majeure**

1.3.5.1 Definition: For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical to be considered impossible under the circumstances, and includes, but not limited to war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions.

1.3.5.2 No Breach of Contract: The failure of a party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event:

a) has taken all precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and

b) has informed the other party as soon as possible about the occurrence of such an event.

- c) the dates of commencement and estimated cessation of such event of Force Majeure; and
  - d) the manner in which the Force Majeure event(s) affects the Party's obligation(s) under the Contract.
- 1.3.5.3 The Parties agree that neither Party shall be able to suspend or excuse the non-performance of its obligations hereunder unless such Party has given the notice specified above.
- 1.3.6 Extension of Time: 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.
- 1.3.7 Payments: During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the services and in reactivating the services after the end of such period.

#### **1.4 Termination**

- 1.4.1 By the client: The Client may terminate this Contract, by not less than thirty (30) days' or sixty (60) written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in this clause:
- a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within a period of sixty (60) days, after being notified or within such further period as the Client may have subsequently approved in writing;
  - b) within thirty (30) days, if the Consultants become insolvent or bankrupt;
  - c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
  - d) within thirty (30) days, if the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to relevant clauses hereof;
  - e) within thirty (30) days, if the Consultant submits to the Client a false statement which has a material effect on the rights, obligations or interests of the Client. If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Client;
  - f) within thirty (30) days, if the Consultant, in the judgment of the Client has engaged in Corrupt or Fraudulent Practices in competing for or in executing the Contract;
  - g) if the Client, in its sole discretion and for any reason whatsoever, within a period of sixty (60) days' decides to terminate this Contract.



- 1.4.2 By the Consultants: The Consultants may terminate this Contract, by not less than thirty (30) day's' written notice to the Client, such notice to be given after the occurrence of the events specified in this clause:
- a) if the Client fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to relevant clauses hereof within sixty (60) days after receiving written notice from the Consultants that such payment is overdue; or
  - b) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- 1.4.3 Cessation of Rights and Obligations: Upon termination of this Contract pursuant to actual Termination, or upon expiration of this Contract pursuant to relevant clause 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 relevant clause hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records, (iv) the rights of indemnity of the Client specified in the relevant clauses hereof and (v) any right which a Party may have under the Applicable Law.
- 1.4.4 Cessation of Services: Upon termination of this Contract by notice of either Party to the other pursuant to relevant clauses 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 Client, the Consultant shall handover all project documents under procedure described in this contract.
- 1.4.5 Payment upon termination: Upon termination of this Contract, the Client will make the following payments to the Consultants:
- a) Remuneration pursuant to relevant clauses for Services satisfactorily performed prior to the effective date of termination;
  - b) If the Contract is terminated pursuant to Clause 1.4.1a), b), d), e) or f), the Consultant shall not be entitled to receive any agreed payments upon termination of the Contract. However, the Client may consider making payment for the part satisfactorily performed on the basis of the quantum meruit as assessed by it, in its sole discretion, if such part is of economic utility to the Client. Under such circumstances, upon termination, the Client may also impose liquidated damages as per the provisions of relevant clauses of this Contract. The consultant will be required to pay any such liquidated damages to Client within 30 days of termination date.
- 1.4.6 Disputes about Events of Termination: If either Party disputes Termination of the contract under relevant clauses hereof, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration under relevant clauses hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

## **1.5 Obligations of the Consultants**

1.5.1 General: The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-consultants or third parties.

### **1.5.2 Conflict of interest**

1.5.2.1 Any breach of an obligation under Clause 6.5.2 shall constitute a conflict of interest ("Conflict of Interest"). The Consultant shall comply and shall ensure the Sub-consultants and Affiliates of the foregoing comply with the provisions of Clause 6.5 and any breach of such an obligation shall constitute an event of default by the Consultant for the purposes of this Contract. The Consultant shall promptly disclose any Conflict of Interest to the Client. For the avoidance of doubt, the Consultant agrees that a disclosure of any Conflict of Interest shall not in any manner whatsoever be deemed to cure such Conflict of Interest.

1.5.2.2 Consultants Not to Benefit from Commissions, Discounts, etc.: The remuneration of the Consultants pursuant to relevant clauses hereof shall constitute the Consultant's sole remuneration in connection with this Contract or the Services, and the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultants shall use their best efforts to ensure that the Personnel, any Sub-consultants and agents of either of them, similarly shall not receive any such additional remuneration.

1.5.2.3 Consultants and Affiliates Not to Engage in Certain Activities: The Consultants agree that, during the term of this Contract and after its termination, the Consultants and their affiliates, as well as any Sub-consultant and any of its affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services for the period of two years.

1.5.2.4 Prohibition of Conflicting Activities: Neither the Consultants nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- a) during the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract; and
- b) after the termination of this Contract, such other activities as may be specified in the SC.

- 1.5.3 Confidentiality: The Consultants, their Sub-consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.
- 1.5.4 Consultant's Actions Requiring Client's Prior Approval: The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions:
- a) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub consultant and its Personnel pursuant to this Contract, (iii) that the extent of sub-contracting would be restricted to 30 (thirty) percent of the contract price, and (iv) the Client will be provided by the Consultant with particulars (name, financial & technical background, sub-consultancy fee) of the sub-consultant.
  - b) appointing such members of the Personnel, as are not mentioned in the Technical Proposal, and
  - c) any other action that may be specified in the SC.
- 1.5.5 Reporting Obligations: The Consultants shall submit to the Client the reports and documents specified in TOR, in the numbers, and within the periods set forth in this contract.
- 1.5.6 Documents Prepared by the Consultants to be the Property of the Client: All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultants pursuant to this contract shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SC.
- 1.5.7 Liability of the Consultants: Subject to additional provisions, if any, set forth in the SC, the Consultants' liability under this Contract shall be as provided by the Applicable Law.
- 1.5.8 Insurance to be taken out by the Consultants: The Consultants (i) shall take out and maintain, and shall cause any Sub consultants to take out and maintain, at their (or the Sub consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverages, as shall be specified in the Special Conditions (SC), and (ii) within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Consultant shall furnish to the Client, copies of such policy certificates, copies of the insurance certificates and evidence that the insurance premium have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during

the terms of this Contract. (iii) if the Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Client will apart from having other recourse available under this Contract have the option without prejudice to the obligations of the Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the Consultants, and the Consultants shall be liable to pay such amounts on demand by the Client. (iv) the insurance policies so procured shall mention the Client as the beneficiary of the Consultants and the Consultants shall procure an undertaking from the insurance company in this regard.

## **1.6 Consultants' personnel**

### **1.6.1 Description of Personnel**

1.6.1.1 The titles agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultants' core team are described in this contract. If additional work is required beyond the scope of the Services specified in TOR, the level of effort and/or staff assigned may be increased by agreement in writing between the Client and the Consultants and the cost relating thereto shall be determined as per the man month rates indicated in the financial bid.

1.6.1.2 If required to comply with the provisions of this Contract, adjustments with respect to level of effort, staff assignments, time may be made by the Consultants by written notice to the Client, provided (i) that such adjustments shall not alter the originally estimated period of engagement, scope, qualifications of team or deliverables and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in this Contract. Any other such adjustments shall only be made with the Client's prior written approval.

### **1.6.2 Removal and/or Replacement of Key Personnel**

1.6.2.1 Being a short-term contract, the Client will not normally consider substitutions except in cases of incapacity of key personnel for reasons of health. Similarly, after award of contract the Client expects all of the proposed key personnel to be available during implementation of the contract. The Client will not consider substitutions during contract implementation except under exceptional circumstances up to a maximum of two (2) personnel and that too by only equally or better qualified and experienced personnel. During the course of providing services, substitution of key personnel in excess of two (2) Key Personnel would call for reduction of remuneration and the reduced remuneration will not exceed 80 (eighty) percent of the remuneration agreed for the Original Key personnel against first replacement.

1.6.2.2 If the Client finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

1.6.2.3 Any of the Personnel provided as a replacement under clauses above, the rate of remuneration applicable to such person 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 Client. Except as the Client may otherwise agree, (i) the Consultants 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.

## **1.7 Obligations of the client**

1.7.1 Assistance and Exemptions: Unless otherwise specified in the SC, the Client will use its best efforts to ensure that the Government will provide the Consultants, Sub-consultants and Personnel with work permits and such other documents as necessary to enable the Consultants, Sub consultants or Personnel to perform the Services:

1.7.1.1 Assist for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all supporting papers for necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India;

1.7.1.2 Facilitate prompt clearance through customs of any property required for the Services;

1.7.1.3 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;

1.7.2 Access to land: The Client warrants that the Consultants shall have, free of charge, unimpeded access to all land in the Government's country in respect of which access is required for the performance of the Services.

## **1.8 Payments to the consultants**

1.8.1 The Consultant shall be paid as per the attainment of deliverable as specified in the Clause 27 of on page no. 41 of RfQ-cum-RfP document.

1.8.2 Currency: The price is payable in local currency i.e. Indian Rupees.

1.8.3 Payment for Additional Services: For the purpose of determining the remuneration due for additional services as may be agreed under relevant clauses for modification in this contract.

## **1.9 Settlement of disputes**

1.9.1 Amicable Settlement: The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

1.9.2 Disputes Settlement: Any dispute between the Parties as to matters arising out of and relating to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provision specified in the SC.

## **1.10 Responsibility for accuracy of project documents**

### **1.10.1 General**

- 1.10.1.1 The Consultant shall be responsible for accuracy of the Designs, drawings, estimate and all other details prepared by him as part of these services. He shall indemnify the client against any inaccuracy in the work, which might surface during implementation of the project. The Consultant will also be responsible for correcting, at his own cost and risk, the drawings including any re-survey/ investigations and correcting layout etc. if required during the execution of the Services.
- 1.10.1.2 The Consultant shall be fully responsible for the accuracy of plans and drawings. The Consultant shall indemnify the Client against any inaccuracy / deficiency in the designs and drawings noticed and the Client will bear no responsibility for the accuracy of the designs and drawings submitted by the Consultants.

### **1.11 Liquidated damages**

If the selected Consultant fails to complete the Assignment, within the period specified under the contract, the consultant shall pay to the Client, fixed and agreed liquidated damages, and not as penalty, @ 1% of the contract fees for each week of delay or part thereof. The aggregate maximum of liquidated damages payable to the Client under this clause shall be subject to a maximum of 10% of the total contract fees.

### **1.12 Representation, warranties and disclaimer**

1.12.1 The Consultant represents and warrants to the Client that:

- 1.12.1.1 It is duly organised, validly existing and in good standing under the applicable laws of its Country;
- 1.12.1.2 It has full power and authority to execute, deliver and perform its obligations under this Contract and to carry out the transactions contemplated hereby;
- 1.12.1.3 It has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Contract;
- 1.12.1.4 It has the financial standing and capacity to undertake the Project;
- 1.12.1.5 This Contract constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- 1.12.1.6 It is subject to laws of India with respect to this Contract and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof;
- 1.12.1.7 There are no actions, suits, proceedings, or investigations pending or, to the Consultant's knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of or constitute a default of the Consultant under this Contract or materially affect the discharge by the Consultant of its obligations under the Contract.

1.12.1.8 no representation or warranty by the Consultant contained herein or in any other document furnished by it to the Client contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading; and

1.12.1.9 no sums, in cash or kind, have been paid or will be paid, by or on behalf of the Consultant, to any person by way of fees, commission or otherwise for securing the Contract or for influencing or attempting to influence any officer or employee of the Client in connection therewith.

### **1.13 Miscellaneous**

#### **1.13.1 Assignment and Charges**

1.13.1.1 The Contract shall not be assigned by the Consultant save and except with prior consent in writing of the Client, which the Client will be entitled to decline without assigning any reason whatsoever.

1.13.1.2 The Client is entitled to assign any rights, interests and obligations under this Contract to third parties.

1.13.2 Indemnity: The Consultant agrees to indemnify and hold harmless the Client from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorneys' fees and other costs of defence or investigation (i) related to or arising out of, whether directly or indirectly, (a) the breach by the Consultant of any obligations specified in relevant clauses hereof; (b) the alleged negligent, reckless or otherwise wrongful act or omission of the Consultant including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to the Client; (c) any Services related to or rendered pursuant to the Contract (collectively "Indemnified matter"). As soon as reasonably practicable after the receipt by the Client of a notice of the commencement of any action by a third party, the Client will notify the Consultant of the commencement thereof; provided, however, that the omission so to notify shall not relieve the Consultant from any liability which it may have to the Client or the third party. The obligations to indemnify and hold harmless, or to contribute, with respect to losses, claims, actions, damages and liabilities relating to the Indemnified Matter shall survive until all claims for indemnification and/or contribution asserted shall survive and until their final resolution thereof. The foregoing provisions are in addition to any rights which the Client may have at common law, in equity or otherwise.

1.13.3 Governing Law and Jurisdiction: The Contract shall be construed and interpreted in accordance with and governed by the Applicable Law of India and subject to relevant clauses hereof and the SC, the Courts at New Delhi, India shall have jurisdiction over all matters arising out of or relating to the Contract.

#### **1.13.4 Waiver**

1.13.4.1 Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations or under the Contract:

- a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under the Contract;
  - b) shall not be effective unless it is in writing and executed by a duly authorised representative of such Party; and
  - c) shall not affect the validity or enforceability of the Contract in any manner.
- 1.13.4.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of the Contract or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance or any variation or the relinquishment of any such right hereunder.
- 1.13.5 Survival: Termination of the Contract (a) shall not relieve the Consultant or the Client of any obligations hereunder which expressly or by implication survive Termination hereof, and (b) except as otherwise provided in any provision of the Contract expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.
- 1.13.6 Notices: Unless otherwise stated, notices to be given under the Contract including but not limited to a notice of waiver of any term, breach of any term of the Contract and termination of the Contract, shall be in writing and shall be given by hand delivery, recognised international courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses specified in the SC. The notices shall be deemed to have been made or delivered (i) in the case of any communication made by letter, when delivered by hand, by recognised international courier or by mail (registered, return receipt requested) at that address and (ii) in the case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number.
- 1.13.7 Severability: If for any reason whatever any provision of the Contract is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under the Contract or otherwise.
- 1.13.8 No Partnership: Nothing contained in the Contract shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever.
- 1.13.9 Language: All notices required to be given under the Contract and all communications, documentation and proceedings which are in any way relevant to the Contract shall be in the language specified the SC.



- 1.13.10 Exclusion of Implied Warranties etc.: The Contract expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by any Party not contained in the Contract.
- 1.13.11 Agreement to Override Other Agreements: The Contract supersedes all previous agreements or arrangements between the Parties, including any memorandum of understanding entered into in respect of the contents hereof and represents the entire understanding between the Parties in relation thereto.
- 1.13.12 Counterparts: The Contract may be executed in two counterparts, each of which when executed and delivered shall constitute an original of the contract

### **III. Special Conditions of Contract**

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#### **The Special Conditions of Contract**

The Special Conditions (SC) of contract contains number of amendments and supplements to clauses in the General Conditions of the Contract.

1.1.1 The contract price payable in Indian Rupees is \_\_\_\_\_ (inclusive of service tax).

1.1.2 The Member in-charge is [name of consultant].

1.1.3 Performance security

(i) The Consultant will furnish within fifteen (15) days of the issue of Letter of Acceptance (LoA), an unconditional and irrevocable bank guarantee as Performance Security in the format given in “Annexure-V of RfQ-cum-RfP Document” from a Scheduled Commercial Indian Bank for an amount equivalent to 10 (ten) percent of the total cost of Financial Proposal under this Assignment.

(ii) The Client shall have the right to claim under the Performance Security and appropriate the proceeds if any of the following occur:

a) the Consultant becomes liable to pay liquidated damages;

b) occurrence of any of the events listed in sub-clauses (a) through (f) of Clause 6.4.1 of the GCC;

c) any material breach of the terms hereof; and/or

d) without prejudice to paragraph above, the Consultant fails to extend the validity of the Performance Security or provide a replacement Performance Security in accordance with the provisions of this Contract.

1.1.4 The language is English.

1.1.5 The client address is [name, designation, telephone, facsimile, address].

1.1.6 The consultant address is [name, designation, telephone, facsimile, address].

1.1.7 The Authorized Representative for the consultant is [name, designation].

1.1.8 The Authorized Representative for the consultant is [name, designation].

1.1.9 For domestic consultants/personnel and foreign consultants/personnel who are permanent residents in India The Consultants and the personnel shall pay the taxes, duties, fees, levies/expenses and other impositions levied under the existing, amended or enacted laws during life of this contract and the Client will perform such duties in regard to the deduction of such tax as may be lawfully imposed. The Consultant will be paid by

Authority the cost of Financial Proposal. All other applicable taxes, levies, duties, etc., if any, shall be borne by Consultant.

1.1.10 The date on which this Contract will come into effect is [date].

1.1.11 Limitation of the Consultants' Liability towards the Client

(a) Except in case of negligence or wilful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Client's or concerned State Government's/ UT Administration's property, shall not be liable to the Client:

- (i) for any indirect or consequential loss or damage; and
- (ii) For any direct loss or damage that exceeds (i) the total payments for Professional Fees and Reimbursable Expenditure made or expected to be made to the Consultants hereunder, or (ii) the proceeds the Consultants may be entitled to receive from any insurance maintained by the consultants to cover such a liability, whichever of (i) or (ii) is higher.

(b) This limitation of liability shall not affect the Consultants' liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services.

1.1.12 Risks and coverage

- (a) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub consultants or their Personnel for the period of consultancy.
- (b) Third Party liability insurance with a minimum coverage, for Rs.10,00,000/- (Rupees Ten Lakhs only) for the period of consultancy.
- (c) Professional Liability Insurance: Consultants will maintain at its expense, Professional Liability Insurance including coverage for errors and omissions caused by Consultant's negligence, breach in the performance of its duties under this Contract from an Insurance Company permitted to offer such policies in India, for a period of five years beyond completion of Consultancy Services commencing from the Effective Date, (i) For an amount not exceeding total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder or (ii) the proceeds, the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (i) or (ii) is higher with a minimum coverage of [insert amount and currency]. The indemnity limit in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy period" (AOP) should not be less than the amount stated in the contract. In case of

joint venture or 'in association', the policy should be in the name of joint venture / in association entity and not by the individual partners of the joint venture/association.

- (d) Employer's liability and workers' compensation insurance shall be in respect of the Personnel of the Consultants and of any Sub consultant, in accordance with the relevant revisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and all insurances and policies should start from the date of commencement of services and remain effective as per relevant requirements of contract agreement.
- (e) Any other insurance that may be necessary to protect the Client, its employees and its assets (against loss, damage or destruction, at replacement value) including rioting and all Force Majeure Events that are insurable.

**1.1.13 *The relevant core staff of the consultant will be required to give a presentation to client regarding the broad features of the deliverable before the submission of each deliverable as per the delivery milestone. The comments of the client shall be incorporated in the scheduled deliverable.***

Client will try to release the payment within 30 days of receipt of the invoice and within 60 days in the case of the final payment on attainment of the deliverable as listed in Clause 27 on page no. 41 of RfQ-cum-RfP Document.

**1.1.14** Dispute settlement: If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this Contract, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the above-mentioned dispute or difference arose, such dispute or difference shall be finally settled by arbitration. The arbitral tribunal shall consist of a sole arbitrator appointed by mutual agreement of the parties. In case of failure of the parties to mutually agree on the name of a sole arbitrator, the arbitral tribunal shall consist of three arbitrators. Each party shall appoint one arbitrator and the two arbitrators so appointed shall jointly appoint the third arbitrator. The seat of arbitration shall be New Delhi and the arbitration shall be conducted in the English language. The Arbitration and Conciliation Act, 1996 shall govern the arbitral proceedings. The award rendered by the arbitral tribunal shall be final and binding on the parties.

**Annexure X - Description of sites/islands selected  
for holistic development**

## **Brief Description of the Islands/Sites**

### **1. Karmatang Beach**

Karmatang is a beautiful, serene beach that is also known as the turtle paradise of the nation. Situated at a distance of 12 kilometers from Mayabunder, this spot is considered as one of the most visually attractive places in the Andaman and Nicobar Islands with lavish sand and bordered beach tract. The beach is also famous for its turtle nesting farm; also known as 'Turtle's Paradise' of the nation. A steamer boat ride from Mayabunder to Karmatang beach passing through dense mangrove brooks offers visitors a spectacular natural view worth capturing. In addition to that, Karmatang beach offers an opportunity for a number of adventure sports and activities like scuba diving, snorkeling, and swimming. In addition to that, the place attracts a number of zoologists and marine life enthusiasts every year for exploration and allied research. Other Attractions include a trek between Mount Harriet (highest peak in Andaman) and Madhuban beach (used for training the elephants) offering tourists a unique experience for forest and wildlife exploration.

### **2. Aamkunj Beach**

Aamkunj beach is located at about 8 kms from Rangat towards Mayabunder and about 1 km. from the Nimbutala helipad. It is developed with eco-friendly structures, has a couple of eco-huts and groves named after locally found flora. The beach has innovative street furniture such as log sofas, log teapoys, and provides a perfect place for recreation to the people of Rangat and the adjoining villages. Aamkunj beach is known as a popular turtle nesting ground making it an attractive place for environmental enthusiast.

### **3. Raman Bagicha Beach**

Located in Rangat, Raman Bagicha is a scenic beach situated in close proximity to the Rangat Jetty. Apart from its picturesque beauty, this beach is also known for the "cool breeze" it receives. Additionally, this beach comprises of a number of coconut trees, clean air, and an extremely tranquil environment. Boasting of picturesque views & serene surroundings, the beach is a delightful option for the solo travelers and is known for its picturesque combination of white sands and turquoise waters.

### **4. Rutland Island**

The island belongs to the Rutland Archipelago and is located across the Macpherson Strait from South Andaman Island. With 99% reserved forest and falling next to Mahatma Gandhi Marine National Park, the island is famous for its rich marine life and shallow waters and serves as an ideal place for open water divers to get trained and practice here. There are 6 villages on the island with 347 inhabitants in 19 households majorly speaking Hindi, Bengali and Tamil. The Prominent tourist spots on the island include Jahaji Beach, Bada Balu, Manner Strait, Photo Nallah and Dani Nallah.

Lined with virgin beaches, it is one of the lesser visited of all the islands located in the southern part of Great Andaman archipelago. However, the pristine beach, lined with mangrove forests and coral reefs makes it a great place for nature enthusiasts looking for a place to relax as well as water and adventure lovers. In addition to that, the affordable rates of the accommodation and site seeing attract marine life lovers making this site a diver's paradise.

#### **5. Goodwill Estate (Port Blair)**

Situated at a quiet and serene location, this site offers an excellent sea view. It is an ideal location for setting up a world class resort. The site is on the way to Corbyn's cove which is a popular tourist destination in A&N Islands.

#### **6. Flat Bay Island (near Chouldari, South Andaman)**

This is a beautiful and peaceful location having a beautiful creek. The total geographical area of village is 14.1 hectares. Flat Bay has a total population of 5 people. There are about 2 houses in Flat Bay village. Port Blair is nearest town to Flat Bay.

#### **7. Little Andaman – Buttler Bay and Kalapathhar Beach**

The Buttler Bay Beach is one of the hidden gems of the Andaman and Nicobar Islands and is considered as one of the best surfing spots in India. Located 14Km away from the Hut Bay, it is an inward moulded shoreline. This gives the visitors a breath-taking view of the beach and its long shore from any given point. Visitors also do not have to worry about accommodation, as they are readily available in the form of beautiful tourist huts and cottages with a view overlooking the vast ocean. Private hotel facilities are also available for those who desire it and are ready to shell in some extra cash. One would definitely not be bored upon a visit here, as there are plenty of activities one can indulge in. Swimmers especially seem to enjoy the high waves and the clean water. The shoreline lined with giant coconut trees also make for a nice resting spot in the shade. The sunsets and sunrises are something one should make a point not to miss.

**Kalapathhar Beach:** Black rocky limestone formations are dotted all along this sandy beach making it different from other islands beaches. Blocks of high rocks on one side form a circular pool that fills with water at high tide and allows calm baths in the warm sea. However proper swimming or snorkelling is not possible on Kalapathhar due to sharp rocks and strong currents. If you climb the rocks and manage to squeeze yourself through a small path, you can enjoy the glimpse of the neighbouring Butler Bay.

#### **8. Wright Myo Creek (FerrarGunj Tehsil, South Andaman)**

This site is located between mangroves and thick jungle. The creek of Wright Myo offers an ample site for mangrove cruising. The creek offers an excellent educational site providing a live demonstration of the complex eco system harboured within the mangrove creek system.

Note: The data/information is subject to verification by the local administration/consultants



AAMKUNJ BEACH

S. No.	Attributes	Details	
1	State/UT	Andaman & Nicobar Islands	
2	Unique-ID		
3	Site/Island Name	Aamkunj Beach	
4	Island Group Name	Andaman Islands	
5	Area (ha)	3.485 ha	
6	Latitude	6°-14° N	A&N Islands
7	Longitude	92°-94° E	
8	Island Category		
9	About Island	Aamkunj Beach is at a distance of about 8 km from Rangat towards Mayabunder & about 1 km from the Nimbutala heliped.	
10	Inhabited	Yes	
11	Demography	Population	548 (Aamkunj village)
		Number of House Holds	131 (Aamkunj village)
		Sex Ratio	Male -265    Female -283 (Aamkunj village)
		Total Population (0-6 Years)	50 (Aamkunj village)
		Sex Ratio (0-6 Years)	M-19    F-31 (Aamkunj village)
		Population Density	28 - (N&M-District)
		Ethnicity/ST population	Nil
12	Fresh Water Source and Water Supply	Ground water	
13	Hydrological Data		
14	Climate-Rainfall, Wind	Humid -3180 mm ( A & N Islands)	
15	Agriculture	Paddy	
16	Flora	Catrina jamun, pandanus	
17	Fauna	Avian with avifauna	
18	Herbs of Medicinal		

	Value	
19	Forest	7171 sq.km ( A & N Islands)
20	Sanctuary	Curtbert Bay Wildlife Sanctuary
21	Protected Islands	
22	Presence of Ecologically Sensitive Area (ESA)	
23	Tourist Important Places	Mangrove beach walk, mangrove view watchtower and Curtbert Bay beach..
24	Available tourist activities	Trekking
25	Infrastructure	Eco-friendly hut & toilets
26	Transport	Bus, jeep & Auto Rickshaw from Rangat
27	Commercial Activity	NA
28	Industries	NA
29	Shortest Distance from mainland	1190 km
30	Nearest airport	Port Blair
31	Nearest port	Nimbutala jetty
32	Distance to nearest port (Km)	5 km.
33	Telecom/Internet Connectivity	Available
34	Terrestrial/Satellite Television/Radio Availability	Available
35	Geospatial Layers available in the repository	
36	Bathymetry Description	
37	Hazards/Sensitivity to tides	
38	Seismic Sensitivity	
39	HFL/Tsunami Data	
40	Proposed Development Activity	
41	Remarks	
<b>Note- The data is subject to verification by the local administration/consultants.</b>		

FLAT BAY ISLAND (NEAR CHOULDARI, SOUTH ANDAMAN)

S. No.	Attributes	Details	
1	State/UT	Andaman & Nicobar Islands	
2	Unique-ID		
3	Site/Island Name	Flat Bay Island (near Chouldari, South Andaman)	
4	Island Group Name	Andaman Islands	
5	Area (ha)	14.1 ha	
6	Latitude	92°-94° E	A&N Islands
7	Longitude	6°-14° N	
8	Island Category		
9	About Island	Flat Bay is small Island surrounded with lush green forest and creeks situated near Chouldari Village.	
10	Inhabited	Yes	
11	Demography	Population	05 ( Flat Bay Village )
		Number of House Holds	02 ( Flat Bay Village )
		Sex Ratio	Male -05 ( Flat Bay Village )
		Total Population (0-6 Years)	Nil
		Sex Ratio (0-6 Years)	Nil
		Population Density	89 (South Andaman District)
		Ethnicity/ST population	Nil
12	Fresh Water Source and Water Supply	Ground water	
13	Hydrological Data		
14	Climate-Rainfall, Wind	Humid & 3180 mm ( A & N Islands)	
15	Agriculture	Paddy	
16	Flora	Dipterocarpus, Pterocarpus dalbergioides,	

		Diospyros marmorata, white chuglam, Sageraea elliptical, Albizzia lebbeck, Elaeocarps sphaericus and aromatic Dhoop/Resin.
17	<b>Fauna</b>	Endemic wild pig namely Sus Scrofa Andamaneis from Andaman. The spotted deer- Axis, barking-deer and Sambar are found in the Andaman District.
18	<b>Herbs of Medicinal Value</b>	
19	<b>Forest</b>	7171 sq.km ( A & N Islands)
20	<b>Sanctuary</b>	MGMNP
21	<b>Protected Islands</b>	
22	<b>Presence of Ecologically Sensitive Area (ESA)</b>	
23	<b>Tourist Important Places</b>	Wandoor beach
24	<b>Available tourist activities</b>	--
25	<b>Infrastructure</b>	Small eco-friendly huts
26	<b>Transport</b>	Dinghies plying between Chouldari to Flat Bay
27	<b>Commercial Activity</b>	NA
28	<b>Industries</b>	NA
29	<b>Shortest Distance from mainland</b>	1190 km.
30	<b>Nearest airport</b>	Port Blair
31	<b>Nearest port</b>	Haddo
32	<b>Distance to nearest port (Km)</b>	25 km.
33	<b>Telecom/Internet Connectivity</b>	Available
34	<b>Terrestrial/Satellite Television/Radio Availability</b>	Available
35	<b>Geospatial Layers available in the repository</b>	
36	<b>Bathymetry Description</b>	
37	<b>Hazards/Sensitivity to tides</b>	
38	<b>Seismic Sensitivity</b>	
39	<b>HFL/Tsunami Data</b>	
40	<b>Proposed Development Activity</b>	

41	Remarks	
<b>Note- The data is subject to verification by the local administration/consultants.</b>		

GOOD WILL ESTATE (PORT BLAIR)

S. No.	Attributes	Details	
1	State/UT	Andaman & Nicobar Islands	
2	Unique-ID		
3	Site/Island Name	Good will Estate (Port Blair)	
4	Island Group Name	Andaman Islands	
5	Area (ha)	14.312 ha	
6	Latitude	6°-14° N	A&N Islands
7	Longitude	92°-94° E	
8	Island Category		
9	About Island	Goodwill Estate is 15 km. from Port Blair and on the way to Corbyn's Cove beach	
10	Inhabited	Yes	
11	Demography	Population	4375 ( Mazar Pahad, near Goodwill estate )
		Number of House Holds	1081 ( Mazar Pahad, near Goodwill estate )
		Sex Ratio	Male - 2366 Female -2009( Mazar Pahad, near Goodwill estate )
		Total Population (0-6 Years)	464 ( Mazar Pahad, near Goodwill estate )
		Sex Ratio (0-6 Years)	M-247 F-217 ( Mazar Pahad, near Goodwill estate )
		Population Density	89 (South Andaman District)
		Ethnicity/ST population	75 ( Mazar Pahad, near Goodwill estate )
12	Fresh Water Source and Water Supply	Ground water	
13	Hydrological Data		
14	Climate-Rainfall, Wind	Humid & 3180 mm ( A & N Islands)	
15	Agriculture	--	
16	Flora	Coconut trees,	
17	Fauna		
18	Herbs of Medicinal Value		

19	Forest	7171 sq.km. ( A & N Islands)
20	Sanctuary	
21	Protected Islands	
22	Presence of Ecologically Sensitive Area (ESA)	
23	Tourist Important Places	Corbyn's Cove beach, Science Centre
24	Available tourist activities	Jet ski,
25	Infrastructure	Huts & sit-outs
26	Transport	Bus , auto rickshaw & taxis
27	Commercial Activity	Hotels and Restaurants near Goodwill Estate-
28	Industries	NA
29	Shortest Distance from mainland	1190 km.
30	Nearest airport	Port Blair
31	Nearest port	Phoenix Bay
32	Distance to nearest port (Km)	15 km.
33	Telecom/Internet Connectivity	Available
34	Terrestrial/Satellite Television/Radio Availability	Available
35	Geospatial Layers available in the repository	
36	Bathymetry Description	
37	Hazards/Sensitivity to tides	
38	Seismic Sensitivity	
39	HFL/Tsunami Data	
40	Proposed Development Activity	
41	Remarks	
<p><b>Note- The data is subject to verification by the local administration/consultants.</b></p>		

KARMATANG BEACH

S. No.	Attributes	Details	
1	State/UT	Andaman & Nicobar Islands	
2	Unique-ID		
3	Site/Island Name	Karmatang Beach	
4	Island Group Name	Andaman Islands	
5	Area (ha)	27.84 ha	
6	Latitude	13.2652° N	Karmatang
7	Longitude	92.9825° E	
8	Island Category		
9	About Island	The place is quite enchanting. The water is clean, the waves not too rough and the sand is soft under the feet.	
10	Inhabited	Yes	
11	Demography	Population	1229 (Karmatang village)
		Number of House Holds	258 (Karmatang village)
		Sex Ratio	Male 652 Female - 577 (Karmatang village)
		Total Population (0-6 Years)	161 (Karmatang village)
		Sex Ratio (0-6 Years)	M-80 F-81 (Karmatang village)
		Population Density	28 (N&M Andaman District)
		Ethnicity/ST population	18 (Karmatang village)
12	Fresh Water Source and Water Supply	River & ground water	
13	Hydrological Data		
14	Climate-Rainfall, Wind	Humid & 3180 mm (A&N Islands)	
15	Agriculture	Paddy	
16	Flora	Catrina jamun, pandanus	
17	Fauna	Avian with avifauna	
18	Herbs of Medicinal		



	Value	
19	Forest	7171 sq.km (A&N Islands)
20	Sanctuary	Interview Island
21	Protected Islands	
22	Presence of Ecologically Sensitive Area (ESA)	
23	Tourist Important Places	Avis Island, Mangrove creeks near panighat
24	Available tourist activities	Nature walk
25	Infrastructure	Eco-friendly hut and toilets
26	Transport	Frequent bus, auto rickshaw from Mayabunder
27	Commercial Activity	--
28	Industries	--
29	Shortest Distance from mainland	1190 km
30	Nearest airport	Port Blair
31	Nearest port	Mayabunder Jetty
32	Distance to nearest port (Km)	12 km.
33	Telecom/Internet Connectivity	Available
34	Terrestrial/Satellite Television/Radio Availability	Available
35	Geospatial Layers available in the repository	
36	Bathymetry Description	
37	Hazards/Sensitivity to tides	
38	Seismic Sensitivity	
39	HFL/Tsunami Data	
40	Proposed Development Activity	
41	Remarks	
<p>Note- The data is subject to verification by the local administration/consultants.</p>		

LITTLE ANDAMAN (BUTLER BAY AND KALAPATHAR BEACH)

S. No.	Attributes	Details	
1	State/UT	Andaman & Nicobar Islands	
2	Unique-ID		
3	Site/Island Name	Little Andaman (Butler Bay and Kalapathar Beach)	
4	Island Group Name	ANDAMAN ISLANDS	
5	Area (ha)	5 ha	
6	Latitude	10.7449° N	Little Andaman
7	Longitude	92.5000° E	
8	Island Category		
9	About Island	Little Andaman is located south of South Andaman Island is at a distance of 120 km by sea from Port Blair	
10	Inhabited	Yes	
11	Demography	Population	18823 (Little Andaman)
		Number of House Holds	5093 (Little Andaman)
		Sex Ratio	Male - 9964 Female -8859 (Little Andaman)
		Total Population (0-6 Years)	2096 (Little Andaman)
		Sex Ratio (0-6 Years)	M-1047 F-1049 (Little Andaman)
		Population Density	89 (South Andaman District)
		Ethnicity/ST population	1498 (Little Andaman)
12	Fresh Water Source and Water Supply	River and ground water	
13	Hydrological Data		
14	Climate-Rainfall, Wind	Humid & 3180 mm (A&N Islands)	
15	Agriculture	Paddy	
16	Flora	Semi ever green spices, moist deciduous species, mangroves	
17	Fauna	Avian with avifauna	

18	<b>Herbs of Medicinal Value</b>	
19	<b>Forest</b>	7171 sq km (A&N Islands)
20	<b>Sanctuary</b>	
21	<b>Protected Islands</b>	
22	<b>Presence of Ecologically Sensitive Area (ESA)</b>	
23	<b>Tourist Important Places</b>	<ul style="list-style-type: none"> <li>○ White surf water fall-Hutbay Jetty</li> <li>○ Whisper Wave waterfall-Krishna Nallah</li> <li>○ Buttler Bay 14 km from Hutbay jetty, best surfing potential one of its beach offers to tourist which no other beach in the A&amp;N Islands or even in mainland India.</li> <li>○ Kalapathhar beach is its black rocky lime stone formation which just out from the land towards the sea. Rock close to the shore from a circle which turn into a mini swimming pool.</li> </ul>
24	<b>Available tourist activities</b>	○ Snorkeling, Sunbath, Surfing, Elephant ride, trekking
25	<b>Infrastructure</b>	Eco-friendly huts & toilets
26	<b>Transport</b>	Buses, Auto Rickshaw etc.
27	<b>Commercial Activity</b>	NA
28	<b>Industries</b>	NA
29	<b>Shortest Distance from mainland</b>	1190 k.m
30	<b>Nearest airport</b>	Port Blair
31	<b>Nearest port</b>	Hut Bay
32	<b>Distance to nearest port (Km)</b>	10 k.m
33	<b>Telecom/Internet Connectivity</b>	Available
34	<b>Terrestrial/Satellite Television/Radio Availability</b>	Available
35	<b>Geospatial Layers available in the repository</b>	
36	<b>Bathymetry Description</b>	
37	<b>Hazards/Sensitivity to tides</b>	
38	<b>Seismic Sensitivity</b>	
39	<b>HFL/Tsunami Data</b>	
40	<b>Proposed Development Activity</b>	
41	<b>Remarks</b>	
<b>Note- The data is subject to verification by the local</b>		

**administration/consultants.**

RAMAN BAGICHA BEACH

S. No.	Attributes	Details	
1	State/UT	Andaman & Nicobar Islands	
2	Unique-ID		
3	Site/Island Name	Raman Bagicha Beach	
4	Island Group Name	Andaman Islands	
5	Area (ha)	6.84 ha	
6	Latitude	6°-14° N	A&N Islands
7	Longitude	92°-94° E	
8	Island Category		
9	About Island	Raman Bagicha Beach is at a distance of about 6 km from Rangat towards Mayabunder & about 1 km from the Nimbutala heliped	
10	Inhabited	Yes	
11	Demography	Population	3063 (Raman Bagicha near Nimbutala Village)
		Number of House Holds	805 (Raman Bagicha near Nimbutala Village)
		Sex Ratio	Male - 1610 Female - 1453 (Raman Bagicha near Nimbutala Village)
		Total Population (0-6 Years)	341 (Raman Bagicha near Nimbutala Village)
		Sex Ratio (0-6 Years)	M-175 F-166 (Raman Bagicha near Nimbutala Village)
		Population Density	28 (N&M Andaman District)
		Ethnicity/ST population	7 (Raman Bagicha near Nimbutala Village)
12	Fresh Water Source and Water Supply	Ground water	
13	Hydrological Data		
14	Climate-Rainfall, Wind	Humid & 3180 mm (A&N Islands)	
15	Agriculture	Paddy	
16	Flora	Catrina jamun, pandanus	
17	Fauna	Avian with avifauna	
18	Herbs of Medicinal		

	Value	
19	Forest	7171 sq.km (A&N Islands)
20	Sanctuary	Curtberty Bay Wildlife Sanctuary
21	Protected Islands	
22	Presence of Ecologically Sensitive Area (ESA)	
23	Tourist Important Places	Aamkunj beach, Curtbert Bay beach
24	Available tourist activities	trekking
25	Infrastructure	Eco-friendly huts & toilets
26	Transport	Buses & auto rickshaw from Rangat
27	Commercial Activity	NA
28	Industries	NA
29	Shortest Distance from mainland	1190 km
30	Nearest airport	Port Blair
31	Nearest port	Nimbukatala Jetty
32	Distance to nearest port (Km)	1 km
33	Telecom/Internet Connectivity	Available
34	Terrestrial/Satellite Television/Radio Availability	Available
35	Geospatial Layers available in the repository	
36	Bathymetry Description	
37	Hazards/Sensitivity to tides	
38	Seismic Sensitivity	
39	HFL/Tsunami Data	
40	Proposed Development Activity	
41	Remarks	
<p>Note- The data is subject to verification by the local administration/consultants.</p>		

RUTLAND ISLAND

S. No.	Attributes	Details	
1	State/UT	Andaman & Nicobar Islands	
2	Unique-ID		
3	Site/Island Name	Rutland Island	
4	Island Group Name	Andaman Islands	
5	Area (ha.)	3.46 ha	
6	Latitude	6°-14° N	A&N Islands
7	Longitude	92°-94° E	
8	Island Category		
9	About Island	The shallow waters near the island have a good representation of fishes and coral. It is a good place for training open-water divers. There is a ship wreck site also	
10	Inhabited	Yes	
11	Demography	Population	76 (Rutland Island)
		Number of House Holds	26 (Rutland Island)
		Sex Ratio	Male – 47 Female -29 (Rutland Island)
		Total Population (0-6 Years)	8 (Rutland Island)
		Sex Ratio (0-6 Years)	M-3 F-5 (Rutland Island)
		Population Density	89 (South Andaman District)
		Ethnicity/ST population	Nil
12	Fresh Water Source and Water Supply	Ground water , lakes	
13	Hydrological Data		
14	Climate-Rainfall, Wind	Humid & 3180 mm (A&N Islands)	
15	Agriculture	Paddy	
16	Flora	Dipterocarpus, Pterocarpus dalbergioides, Diospyros marmorata, white chuglam, Sageraea elliptical, Albizzia lebbeck, Elaeocarps sphaericus and aromatic Dhoop/Resin.	
17	Fauna	Endemic wild pig namely Sus Scrofa	

		Andamaneis from Andaman. The spotted deer- Axis, barking-deer and Sambar are found in the Andaman District.
18	<b>Herbs of Medicinal Value</b>	
19	<b>Forest</b>	7171 sq.km. (A&N Islands)
20	<b>Sanctuary</b>	MGMNP
21	<b>Protected Islands</b>	
22	<b>Presence of Ecologically Sensitive Area (ESA)</b>	
23	<b>Tourist Important Places</b>	Wandoor beach, Jolly Buoy, Red Skin Island
24	<b>Available tourist activities</b>	Nature walk,
25	<b>Infrastructure</b>	Eco-friendly huts
26	<b>Transport</b>	Dinghy
27	<b>Commercial Activity</b>	--
28	<b>Industries</b>	--
29	<b>Shortest Distance from mainland</b>	1190 km.
30	<b>Nearest airport</b>	Port Blair
31	<b>Nearest port</b>	Haddo
32	<b>Distance to nearest port (Km)</b>	35 km.
33	<b>Telecom/Internet Connectivity</b>	Available
34	<b>Terrestrial/Satellite Television/Radio Availability</b>	Available
35	<b>Geospatial Layers available in the repository</b>	
36	<b>Bathymetry Description</b>	
37	<b>Hazards/Sensitivity to tides</b>	
38	<b>Seismic Sensitivity</b>	
39	<b>HFL/Tsunami Data</b>	
40	<b>Proposed Development Activity</b>	
41	<b>Remarks</b>	
<b>Note- The data is subject to verification by the local administration/consultants.</b>		



WRIGHT MYO CREEK (FERRARGUNJ TEHSIL, SOUTH ANDAMAN)

S. No.	Attributes	Details	
1	State/UT	Andaman & Nicobar Islands	
2	Unique-ID		
3	Site/Island Name	Wright Myo Creek (Ferrargunj Tehsil, South Andaman)	
4	Island Group Name	Andaman Islands	
5	Area (ha.)	Day Tourism	
6	Latitude	6°-14° N	A&N Islands
7	Longitude	92°-94° E	
8	Island Category		
9	About Island	Wright Myo is situated 14 km. from Bambooflat Jetty and famous for boat ride through the creeks	
10	Inhabited	Yes	
11	Demography	Population	668 (Wright Myo village)
		Number of House Holds	146 (Wright Myo village)
		Sex Ratio	Male 347 Female - 321 (Wright Myo village)
		Total Population (0-6 Years)	67 (Wright Myo village)
		Sex Ratio (0-6 Years)	M- 35 F-32 (Wright Myo village)
		Population Density	89 (South Andaman District)
		Ethnicity/ST population	Nil
12	Fresh Water Source and Water Supply	Ground water & water falls	
13	Hydrological Data		
14	Climate-Rainfall, Wind	Humid & 3180 mm. (entire A & N Islands)	
15	Agriculture	Paddy	
16	Flora	Dipterocarpus, Pterocarpus dalbergioides, Diospyros marmorata, white chuglam, Sageraea elliptical, Albizzia lebbeck,	

		Elaeocarps sphaericus and aromatic Dhoop/Resin.
17	<b>Fauna</b>	Endemic wild pig namely Sus Scrofa Andamaneis from Andaman. The spotted deer- Axis, barking-deer and Sambar are found in the Andaman District.
18	<b>Herbs of Medicinal Value</b>	
19	<b>Forest</b>	7171 sq.km. ( A & N Islands)
20	<b>Sanctuary</b>	Mount Harriet
21	<b>Protected Islands</b>	
22	<b>Presence of Ecologically Sensitive Area (ESA)</b>	
23	<b>Tourist Important Places</b>	Mount Harriet , North Bay, Shoal Bay beach-19
24	<b>Available tourist activities</b>	Nature walk
25	<b>Infrastructure</b>	--
26	<b>Transport</b>	Buses & auto rickshaw
27	<b>Commercial Activity</b>	--
28	<b>Industries</b>	--
29	<b>Shortest Distance from mainland</b>	1190.km.
30	<b>Nearest airport</b>	Port Blair
31	<b>Nearest port</b>	Hopetown
32	<b>Distance to nearest port (Km)</b>	14 Km.
33	<b>Telecom/Internet Connectivity</b>	Available
34	<b>Terrestrial/Satellite Television/Radio Availability</b>	Available
35	<b>Geospatial Layers available in the repository</b>	
36	<b>Bathymetry Description</b>	
37	<b>Hazards/Sensitivity to tides</b>	
38	<b>Seismic Sensitivity</b>	
39	<b>HFL/Tsunami Data</b>	
40	<b>Proposed Development Activity</b>	
41	<b>Remarks</b>	
<b>Note- The data is subject to verification by the local administration/consultants.</b>		

