

NITI AAYOG

SELECTION

OF

TECHNICAL CONSULTANT

REQUEST FOR PROPOSALS

FOR

PREPARATION OF MASTER PLAN FOR HOLISTIC
DEVELOPMENT OF GREAT NICOBAR ISLAND IN
ANDAMAN & NICOBAR ISLANDS


201 pages

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SELECTION
OF
TECHNICAL CONSULTANT

F.No.M-13040/32(2)/2020-IDA
Government of India
NITI Aayog
Natural Resources & Environment Vertical
Sansad Marg, New Delhi -110001

Request for Proposal (RfP)

7th September, 2020

Notice Inviting Request for Proposal (RfP) for “Preparation of Master Plan for Holistic Development of Great Nicobar Island in Andaman & Nicobar Islands”.

The National Institution for Transforming India (NITI) Aayog, Government of India, intends to engage Technical Consultant to facilitate holistic development of Great Nicobar Island in Andaman & Nicobar Islands details of which have been provided in the RfP document.

NITI Aayog invites on-line RfP for National Competitive Bidding (NCB) for Great Nicobar Island from national firms/ organisations/ institutions, which have requisite experience in this field as detailed in the RfP. The detail tender notice and RfP can be downloaded from Central Public Procurement Portal at <https://eprocure.gov.in/eprocure/app> and from the website of NITI Aayog at <https://niti.gov.in/tenders>. The salient features of the study, eligibility criteria and instructions on how to bid and other details are available in the RfP document uploaded on the websites <https://eprocure.gov.in/eprocure/app> and <http://NITI.gov.in>. No manual bids will be accepted under any circumstances.

Interested applicants are requested to submit their response to the ‘RfP’ on Central Public Procurement Portal as prescribed and titled as **RfP for Preparation of Master Plan for Holistic Development of Great Nicobar Island in Andaman & Nicobar Islands**” on or before, 6th October, 2020 1500 hrs.

The submission must be addressed to:
Specialist,
NRE Vertical – Island Development
(Saloni Goel)
Room No: 280,
NITI Aayog, Sansad Marg
New Delhi, 110001
Tel: +9111-23096 635
Email: saloni.goel@gov.in

Disclaimer

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

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

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

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

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

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

The issue of this RfP does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the

Consultancy and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

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

Glossary

Additional Costs	As in Item H of Form-2 of Appendix-II
Agreement	As defined in Schedule-2
Agreement Value	As defined in Clause 6.1.2 of Schedule-2
Applicable Laws	As defined in Schedule-2
Applicant	As defined in Clause 2.1.1
Associate	As defined in Clause 2.3.3 A
Authorised Representative	As defined in Clause 2.13.2
Authority	As defined in Clause 1.1.1
Bid Security	As defined in Clause 2.20.1
Concession Agreement	As defined in Clause 1.1.2
Concessionaire	As defined in Clause 1.1.2
Conditions of Eligibility	As defined in Clause 2.2.1
Conflict of Interest	As defined in Clause 2.3.1
Consortium	As defined in Clause 2.1.1
Consultancy	As defined in Clause 1.2
Consultancy Team	As defined in [Paragraph 8] of Schedule-1
Consultant	As defined in Clause 1.2
CV	Curriculum Vitae
DBFOT	Design, Build, Finance, Operate and Transfer
Deliverables	As defined in Paragraph 4 of Schedule-1
Documents	As defined in Clause 2.12
Effective Date	As defined in Clause 2.1 of Schedule-2
Eligible Assignments	As defined in Clause 3.1.4
Expatriate Personnel	As defined in Clause 1.1.1(i) of Schedule-2
Master Plan or MP	As specified in Paragraph 3 of Schedule-1
Financial Proposal	As defined in Clause 2.15.1
Form of Agreement	Form of Agreement as in Schedule-2
INR, Re, Rs.	Indian Rupee(s)
Inception Report	As specified in [Paragraph 4(A)] of Schedule-1
Joint Bidding Agreement	As defined in Clause 2.1.1 (vi)
Key Date or KD	As defined in [Paragraph 6.2] of Schedule-1
Key Personnel	As defined in Clause 2.1.4

Lead Member	As defined in Clause 2.1.1 (iii)
LOA	Letter of Award
Manual	As defined in Paragraph 1.2 of Schedule-1
MCA	As defined in Clause 1.1.3
Member	As defined in Clause 2.3.3 (a)
Official Website	As defined in Clause 1.11.2
Personnel	As defined in Clause 1.1.1(n) of Schedule-2
PPP	Public Private Partnership
Professional Personnel	As defined in Clause 2.14.6
Prohibited Practices	As defined in Clause 4.1
Project	As defined in Clause 1.1.1
Project Manager	As defined in Clause 4.6 of Schedule-2
Proposal	As defined in Clause 1.2
Proposal Due Date or PDD	As defined in Clauses 1.5 and 1.8
Resident Personnel	As defined in Clause 1.1.1(o) of Schedule-2
RFP	As defined in Disclaimer
Selected Applicant	As defined in Clause 1.6
Selection Process	As defined in Clause 1.6
Services	As defined in Clause 1.1.1(q) of Schedule-2
Sole Firm	As defined in Clause 2.1.1
Statement of Expenses	As defined in Note 13, Form-2 of Appendix-II
Statutory Auditor	An Auditor appointed under Applicable Laws
Sub-Consultant	As defined in Clause 1.1.1(r) of Schedule-2
Support Personnel	As defined in Clause 2.14.6
Team Leader	As defined in Clause 2.1.4
Technical Proposal	As defined in Clause 2.14.1
TOR	As defined in Clause 1.1.3
US\$	United States Dollar
WG	As defined in Paragraph 9.1 of Schedule-1

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

Invitation for Proposals

1. INTRODUCTION[§]

1.1 Background¹

- 1.1.1 The President of India acting through the NITI Aayog and represented by Chief Executive Officer, NITI Aayog (the “**Authority**”) is engaged in the holistic development of identified islands and as part of this endeavour, the Authority has decided to undertake holistic development of Great Nicobar Island. (the “**Project**”) inter alia through Public Private Partnership (the “**PPP**”) and other modes.
- 1.1.2 With a view to inviting bids for the Project, the Authority has decided to conduct a feasibility study for determining the technical feasibility and financial viability of the Project. If found technically feasible and financially viable, the Project may be awarded to a private entity (the “**Concessionaire**”) selected through a competitive bidding process as feasible. The Project would be implemented in accordance with the terms and conditions stated in the concession agreement to be entered into between the Authority and the Concessionaire (the “**Concession Agreement**”).
- 1.1.3 In pursuance of the above, the Authority has decided to carry out the process for selection of a Technical Consultant for preparing the Master Plan. The Technical Consultant shall prepare the Master Plan, Preliminary Engineering Design Reports, Financial Feasibility and Project Structuring Report etc in accordance with the Terms of Reference specified at Schedule-1 (the “**TOR**”).
- 1.1.4 India has a total of nearly 1382 off-shore identifies 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

[§] Instructions for Applicants

Note 1: Blank spaces contain formats that are to be used by the Applicant after the RfP is issued. (See Appendix-III)

Note 2: Footnotes marked “\$” in the relevant Clauses of the RfP and Schedules are for guidance of the Applicants. In case of Appendices, the footnotes marked “\$” or in other non-numerical characters shall be omitted by the Applicants while submitting their respective Proposals. (See Appendix-III)

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 biodiversity that each of them possess.

- 1.1.5 Great Nicobar, with an area of approx. 1000 sq.km is one of the largest islands of the Andaman & Nicobar archipelago. In consultation with the concerned UT Administration and the concerned central Ministries/Departments, it has been decided to undertake the holistic development of Great Nicobar Island.

1.2 Request for Proposals

The Authority invites proposals (the “**Proposals**”) for selection of a Technical Consultant (the “**Consultant**”) who shall prepare a Master Plan for development of the Project. The Master Plan shall include data collection, identification of and consultation with various stakeholders, assessment of development potential, environment sensitivities and listings of potential projects; details of all identified development projects ; preparation of preliminary engineering design reports, Formulating Implementation Strategy for development including detail financial feasibility and projects structuring of identified projects for the identified/planned projects in conformity with the TOR (collectively the “**Consultancy**”).

The Authority intends to select the Consultant through an open national competitive bidding process in accordance with the procedure set out herein.

1.3 Due diligence by Applicants

Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority and the Project site, sending written queries to the Authority, and attending a Pre-Proposal Conference on the date and time specified in Clause 1.10.

1.4 Obtaining RfP Document

The document can be downloaded from the Official Website <https://niti.gov.in/tenders> of NITI Aayog and the Central Public Procurement Portal (CPPP) at <https://eprocure.gov.in/eprocure/app>.

1.5 Validity of the Proposal

The Proposal shall be valid for a period of not less than 90 days from the Proposal Due Date (the “**PDD**”).

1.6 Brief description of the Selection Process

The Authority has adopted a two-stage selection process (collectively the “**Selection Process**”) for evaluating the Proposals comprising technical and financial bids. In the first stage, a technical evaluation will be carried out as specified in Clause 3.1. Based on this technical evaluation, a list of short-listed applicants shall be prepared as specified in Clause 3.2. In the second stage, a financial evaluation will be carried out as specified in Clause 3.3. Proposals will finally be ranked according to their combined technical and financial scores as specified in Clause 3.4. The first ranked Applicant shall be selected for negotiation (the “**Selected Applicant**”) while the second ranked Applicant will be kept in reserve.

1.7 Currency conversion rate and payment

1.7.1 For the purposes of technical evaluation of Applicants, Rs. 75 (Rupees seventy-five) per US\$ shall be considered as the applicable currency conversion rate. In case of any other currency, the same shall first be converted to US\$ as on the date 60 (sixty) days prior to the Proposal Due Date, and the amount so derived in US\$ shall be converted into INR at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

1.7.2 All payments to the Consultant shall be made in INR in accordance with the provisions of this RfP. The Consultant may convert INR into any foreign currency as per Applicable Laws and the exchange risk, if any, shall be borne by the Consultant.

1.8 Schedule of Selection Process

The Authority would endeavour to adhere to the following schedule:

	Event Description	Date
1.	Last date for receiving queries/clarifications	11 th September, 2020
2.	Pre-Proposal Conference (Conventional/Virtual)	15 th September, 2020
3.	Authority response to queries	22 nd September, 2020
4.	Proposal Due Date or PDD	6 th October, 2020
5.	Opening of Proposals	7 th October, 2020
6.	Letter of Award (LOA)	Within 15 days of PDD
7.	Signing of Agreement	Within 10 days of LOA
8.	Validity of Applications	90 days of Proposal Due Date

- 1.9 Pre-Proposal visit to the Site and inspection of data** Prospective Applicants may visit the Site and review the available data at any time prior to PDD. For this purpose, they will provide at least two days' notice to the nodal officer specified below:

Specialist,
NRE Vertical – Island Development
(Saloni Goel)
Room No: 280,
NITI Aayog, Sansad Marg
New Delhi, 110001
Tel: +9111-23096 635
Email: saloni.goel@gov.in

1.10 Pre-Proposal Conference

The date, time and venue of Pre-Proposal Conference shall be:
Date: 15th September, 2020
Time: 1400 hrs
Venue: NITI Aayog

1.11 Communications

- 1.11.1 All communications including the submission of Proposal should be addressed to:

Specialist,
NRE Vertical – Island Development
(Saloni Goel)
Room No: 280,
NITI Aayog, Sansad Marg
New Delhi, 110001
Tel: +9111-23096 635
Email: saloni.goel@gov.in

- 1.11.2 The **Official Website** of the Authority is:

<http://niti.gov.in/tenders>

Note: Please open the page 'Work with NITI' and then page 'Tenders' to access all the posted and uploaded documents related to this RfP.

- 1.11.3 All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:

RfP Notice No. ***** MASTER PLAN

RfP for Technical Consultant: Preparation of Master Plan for holistic development of Great Nicobar Island

2. INSTRUCTIONS TO APPLICANTS

A. GENERAL

2.1 Scope of Proposal

2.1.1 Detailed description of the objectives, scope of services, Deliverables and other requirements relating to this Consultancy are specified in this RfP. In case an applicant firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process either individually (the “**Sole Firm**”) or as consortium of firms (the “**Consortium**”) in response to this invitation. The term applicant (the “**Applicant**”) will apply to both a single entity or a Consortium and its Members. However, no applicant applying individually or as a Member of a Consortium as the case may be can be Member of another Applicant. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RfP.

In case the Applicant is a Consortium, it shall, comply with the following additional requirements to be eligible:

- (i) Number of Members in a consortium shall not exceed 3 (three);
- (ii) Subject to the provisions of sub-clause (i) above, the Application should contain the information required for Member of the Consortium;
- (iii) Members of the Consortium shall nominate one Member as the lead member (the “Lead Member”). The nomination(s) shall be supported by a Power of Attorney, as per the format in this RfP, signed by all the other Members of the Consortium. The duties, responsibilities and powers of such Lead Member shall be specifically included in the Joint Bidding Agreement. It is expected that the Lead Member would be authorized to incur liabilities and to receive instructions and payments for and on behalf of the Consortium. The Authority expects that Lead Member should have maximum responsibility pertaining to execution of Consultancy;
- (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 Consultancy. Further, a Member of a particular Consortium cannot be Member of any other Consortium applying for the Consultancy;

- (vi) Members of the Consortium shall enter into a binding Joint Bidding Agreement (the “**Joint Bidding Agreement**”), for the purpose of submitting a Proposal. The Joint 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 Consultancy until the completion of the Consultancy in accordance with the contract and the ToR;
 - c. clearly define the proposed administrative arrangements (organization chart) for the management and execution of the Consultancy, if awarded to the Consortium;

except as provided under this RfP, there shall not be any amendment to the Joint Bidding Agreement without the prior consent of the Authority.

- (vii) No change in composition of the Consortium will be submitted by the Authority during the Selection Process and during the subsistence of the Consultancy.
- (viii) All the Members of the Consortium shall be liable jointly and severally for all obligations of the Consultant in relation to the Consultancy until completion of Services in accordance with the Agreement and the ToR.

2.1.2 Applicants are advised that the selection of Consultant shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RfP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority’s decisions are without any right of appeal whatsoever.

2.1.3 The Applicant shall submit its Proposal in the form and manner specified in this Part-2 of the RfP. The Technical proposal shall be submitted in the form at Appendix-I and the Financial Proposal shall be submitted in the form at Appendix-II. Upon selection, the Applicant shall be required to enter into an agreement with the Authority in the form specified at Schedule-2.

2.1.4 Key Personnel

The Consultancy Team shall consist of the following key personnel (the “**Key Personnel**”) who shall discharge their respective responsibilities as specified below:

Key Personnel	Responsibilities
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Team Leader	<p>S/He will lead, co-ordinate and supervise the multidisciplinary team for preparation of the Deliverables and act as a focal point to the Authority throughout the duration of the Consultancy. He shall spend at least 30 (thirty) days at the Project site/Project Office.</p> <p>S/He will be responsible for:</p> <ul style="list-style-type: none"> • Overall execution of the consultancy assignment. • Accountable leadership providing guidance, problem solving support and leading discussions with senior stakeholders • Ensure all deliverables and milestones are satisfactorily delivered • Provide insights from experience in project involving islands, riverine or maritime projects wherever applicable.
Project Manager/Urban Planner	<p>S/He will be responsible for assessment of project structuring models. He shall spend at least 30 (thirty) days at the Project site/Project Office.</p> <p>S/He will be responsible for:</p> <ul style="list-style-type: none"> • Coming up with workable strategies and recommendations for implementing the plans. • Ensuring seamless coordination between community stakeholders, focus groups, government and local officials. • Collecting and analyzing a wide range of data sources including environmental surveys. • Provide insights from experience in sustainably developing islands or it's parts/coastal areas/riverine/ maritime related ecosystem, wherever applicable.
Economic/Financial Expert	<p>S/He shall spend at least 20 (twenty) days at the Project site/Project Office. S/He will be responsible for:</p>

	<ul style="list-style-type: none"> • Providing economic perspectives on all aspects of the project, including boosting tourism sustainably. • Providing analysis, insights and inputs focussing on the cross-sectional themes of direct/indirect employment generation, impact on and role of private sector participation, community, tribal communities and civil society in the scheme. • Providing financial analysis and support throughout the consultancy. • Providing analysis, insights and inputs focussing on the cross-sectional theme of Public expenditure tracking.
Environmental Expert	<p>S/He will be responsible for Environmental Impact Assessment of the Project. S/He shall spend at least 40 (forty) days at the Project site/Project Office. S/He will be responsible for:</p> <ul style="list-style-type: none"> • Providing all subject matter support (documentation, technical input, preparing various forms and reports etc) for obtaining CRZ, Environmental and Forest Clearances wherever required for the planned projects. • Carrying out all relevant studies in this respect. • Reviewing development permit applications for compliance with local plans and regulations. • Providing expertise on assessing the integration of environmental sustainability and climate change in the planning process. Deliver environmentally responsible outcomes.
Water & Infrastructure resources Expert	<p>S/He will be responsible for activities related to water & infrastructure resources. S/He shall spend at least 20 (twenty) days at the Project site/Project Office. S/He will be responsible for:</p>

	<ul style="list-style-type: none"> • Providing all subject matter support (documentation, technical input, preparing various forms and reports etc) for planning water supply/treatment/recycling/desalination and any other relevant water-related topic • Carrying out all relevant studies in this respect. • Reviewing development permit applications for compliance with local plans and regulations. • Planning and management of water supply network in the island • Providing expertise on assessing the integration of environmental sustainability and water-use efficiency in the planning process
Integrated Port Planning Expert	<p>S/He will be responsible for Port-development related activities of the project. S/He shall spend at least 20 (twenty) days at the Project site/Project Office. S/He will be responsible for:</p> <ul style="list-style-type: none"> • Providing all subject matter support (documentation, technical input, preparing various forms and reports etc) for obtaining planning port-led development and port-related projects in the island • Carrying out all relevant studies in this respect. • Reviewing development permit applications for compliance with local plans and regulations.
Airport Planning Expert	<p>S/He will be responsible for Airport/Aviation – planning related activities of the project. S/He shall spend at least 20 (twenty) days at the Project site/Project Office. S/He will be responsible for:</p> <ul style="list-style-type: none"> • Providing all subject matter support (documentation, technical input, preparing various forms and reports etc) for planning airports and aviation

	<p>related activities in the island</p> <ul style="list-style-type: none"> • Carrying out all relevant studies in this respect. • Reviewing development permit applications for compliance with local plans and regulations.
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2.2 Conditions of Eligibility of Applicants

2.2.1 Applicants must read carefully the minimum conditions of eligibility (the “**Conditions of Eligibility**”) provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for evaluation.

2.2.2 To be eligible for evaluation of its Proposal, the Applicant shall fulfil the following:

(A) **Technical Capacity:** The Applicant shall have, over the past 10 (ten) years preceding the PDD, undertaken a minimum of 5 (five) Eligible Assignments as specified in Clause 3.1.4. In case of a Consortium, at least 3 (three) eligible assignments should be of the Lead Member of the Consortium and other 2 (two) may be of the other members of the Consortium. Further, at least 1(one) eligible assignment should be from each of the categories as specified in 3.1.4.

(B) **Financial Capacity:** The Applicant shall have received a minimum income of Rs.100 (hundred) crore or US \$ 13.2 million per annum from professional fees during each of the 3 (three) financial years preceding the Proposal Due Date. For the purpose of evaluation, Applicants having comparatively larger revenues from professional fees shall be given added weightage. For the avoidance of doubt, professional fees hereunder refers to fees received by the Applicant for providing advisory or consultancy services to its clients.

In case of Consortium, the Financial Capacity of only the Lead Member/its Associate will be considered.

(C) **Availability of Key Personnel:** The Applicant shall offer and make available all Key Personnel meeting the requirements specified in Sub-clause (D) below.

(D) **Conditions of Eligibility for Key Personnel:** Each of the Key Personnel must fulfil the Conditions of Eligibility specified below:

Key Personnel	Educational Qualification	Length of Professional Experience	Experience on Eligible Assignments
Team Leader	Post Graduate in Urban Planning/Urban Design/Other	20 years	S/He should have led the master planning/feasibility study teams for 2

	relevant Infrastructure Design and/or Master Planning related disciplines		(two) Eligible Assignments. Experience in design and master planning of projects with tourism/culture/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.
Project Manager/Urban Planner	Post Graduate in Urban Planning/Urban Design or Master Planning related disciplines	10 years	S/He should have worked as a project manager/Urban Planner for 2 (two) Eligible Assignments. 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.
Economic/Financial	MBA (Finance) or equivalent or	15 years	S/He should have worked as an

Expert	Masters' in Economics		Economic/ Financial expert for 2 (two) Eligible Assignments. 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.
Environmental Expert	Masters/ Bachelor in Environmental Science or equivalent	10 years	S/He should have led the environmental impact assessment teams as project coordinator/equivalent or worked as a sole expert for 2 (two) Eligible Assignments. The expert should also be NABET accredited EIA Coordinator.
Water and Infrastructure resources expert	Bachelors' in Engineering/ Post-graduate in Water-resources engineering or equivalent	15 years	S/He should have led water and infrastructure resources studies/projects as team lead/project coordinator or worked as a sole water and infrastructure resources expert for 2 (two) eligible assignments.
Integrated Port	Post Graduate in Civil	20 years	S/He should have led transshipment terminal

Planning Expert	Engineering with experience in Ports & Harbour Engineering		planning studies/projects as team lead/project coordinator or worked as a sole port planning expert for 2 (two) eligible assignments.
Airport Planning Expert	Post graduate in planning/engineering or MBA with experience of working as a Team Leader for Airport development/ planning / design/ feasibility projects.	20 years	S/He should have led airport/aviation-planning studies/projects as team lead/project coordinator or worked as a sole airport/aviation expert for 2 (two) eligible assignments.

2.2.3 The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors[§] or its Associates' Statutory Auditors stating its total revenues from professional fees during each of the 3 (three) financial years preceding the PDD and the fee received in respect of each of the Eligible Assignments specified in the Proposal. In the event that the Applicant does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant.

2.2.3 A In computing the Technical Capacity and Financial Capacity of the Applicant under clauses 2.2.2, 2.2.3 and 3.1, the Technical Capacity and Financial Capacity (subject to clause 2.2.2 (B)) of their respective Associates would also be eligible hereunder. Applicant shall also enclose with its Proposal, a certificate from its Statutory Auditor/Company Secretary confirming the relationship of its Associate with the Applicant as per the format at Form- 16 of Appendix-I.

[§] Please do not attach complete printed annual financial statements. In case relevant extracts of duly audited annual financial statements containing the requisite details are provided, duly countersigned by the authorised signatory, a separate certification by statutory auditors would not be necessary in respect of clause 2.2.3.

For purposes of this 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, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) 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.

- 2.2.4 The Applicant should submit a Power of Attorney for authorised representative and Power of Attorney for Lead Member in case of Consortium as per the format at Form-4A/4B of Appendix-I; provided, however, that such Power of Attorney would not be required if the Application is signed by a partner of the Applicant, in case the Applicant is a partnership firm or limited liability partnership.
- 2.2.5 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.
- 2.2.6 An Applicant or its Associate should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the 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.
- 2.2.7 While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may format the specified forms making due provision for incorporation of the requested information.

2.3 Conflict of Interest

- 2.3.1 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 Authority shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, the time, cost and effort of the Authority including consideration of such Applicant’s Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.
- 2.3.2 The Authority requires that the Consultant provides professional, objective, and impartial advice and at all times hold the Authority’s interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other

clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.

2.3.3 Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated in the Guidance Note at Schedule-3. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

- (a) 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% (five per cent) 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 per cent 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 sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause 2.3.3(a), 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% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or
- (b) a constituent of such Applicant is also a constituent of another Applicant; or
- (c) such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate or has provided any such subsidy, grant to any other Applicant, its Member or any Associate thereof; or
- (d) such Applicant has the same legal representative for purposes of this Application as any other Applicant; or

- (e) 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
- (f) there is a conflict among this and other consulting assignments of the Applicant (including its personnel and Sub-consultant) 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 Authority 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
- (g) a firm which has been engaged by the Authority 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 provided in Clause 2.3.4; 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
- (h) 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% (five per cent) 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% (five per cent) 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 sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this sub-clause (h), indirect shareholding shall be computed in accordance with the provisions of sub-clause (a) above.

2.3.4 An Applicant eventually appointed to provide Consultancy for this Project, and its Associates, shall be disqualified from subsequently providing 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 5 (five) years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to

consultancy/ advisory services performed for the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the Authority in accordance with the rules of the Authority. 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% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

2.4 Number of Proposals

No Applicant or its Associate shall submit more than one Application for the Consultancy. An Applicant applying individually or as an Associate shall not be entitled to submit another application either individually or as a member of any consortium, as the case may be.

2.5 Cost of Proposal

The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Authority, Project site, Project Office etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.6 Site visit and verification of information

Applicants are encouraged to submit their respective Proposals after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, access to the site, availability of drawings and other data with the Authority, Applicable Laws and regulations or any other matter considered relevant by them. Reference may be made to Clause 1.9.

2.7 Acknowledgement by Applicant

2.7.1 It shall be deemed that by submitting the Proposal, the Applicant has:

- (a) made a complete and careful examination of the RfP;
- (b) received all relevant information requested from the Authority;
- (c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RfP or furnished by or on behalf of the Authority or relating to any of the matters referred to in Clause 2.6 above;
- (d) satisfied itself about all matters, things and information, including matters referred to in Clause 2.6 herein above, necessary and required for submitting an informed Application and performance of all of its obligations thereunder;
- (e) acknowledged that it does not have a Conflict of Interest; and

- (f) agreed to be bound by the undertaking provided by it under and in terms hereof.
- 2.7.2 The Authority shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RfP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

2.8 Right to reject any or all Proposals

- 2.8.1 Notwithstanding anything contained in this RfP, the Authority 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.
- 2.8.2 Without prejudice to the generality of Clause 2.8.1, the Authority reserves the right to reject any Proposal if:
 - (a) at any time, a material misrepresentation is made or discovered, or
 - (b) the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.

Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If the Applicant is the Lead Member of a consortium, then the entire consortium may be disqualified / rejected. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified / rejected, then the Authority reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

B. DOCUMENTS

2.9 Contents of the RfP

This RfP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum / Amendment issued in accordance with Clause 2.11:

Request for Proposal

- 1 Introduction
- 2 Instructions to Applicants
- 3 Criteria for Evaluation
- 4 Fraud and corrupt practices
- 5 Pre-Proposal Conference
- 6 Miscellaneous

Schedules

1 Terms of Reference

2 Form of Agreement

Annex-1: Terms of Reference

Annex-2: Deployment of Personnel

Annex-3: Estimate of Personnel Costs

Annex-4: Approved Sub-Consultant(s)

Annex-5: Cost of Services

Annex-6: Payment Schedule

Annex-7: Bank Guarantee for Performance Security

3 Guidance Note on Conflict of Interest

Appendices

Appendix-I: Technical Proposal

Form-1: Letter of Proposal

Form-2A: Particulars of the Applicant

Form-2B: Format of Joint Bidding Agreement

Form-3: Statement of Legal Capacity

Form-4A: Power of Attorney for Authorised Representative

Form-4B: Power of Attorney for Lead Member (In case of Consortium)

Form-5: Financial Capacity of Applicant

Form-6: Particulars of Key Personnel

Form-7: Proposed Methodology and Work Plan

Form-8: Abstract of Eligible Assignments of Applicant

Form-9: Abstract of Eligible Assignments of Key Personnel

Form-10: Eligible Assignments of Applicant

Form-11: Eligible Assignments of Key Personnel

Form-12: Curriculum Vitae (CV) of Key Personnel

Form-13: Deployment of Personnel

Form-14: Survey and Field Investigations

Form-15: Proposal for Sub-Consultant(s)

Form-16: Certificate Regarding Associates

Appendix-II: Financial Proposal

Form-1: Covering Letter

Form-2: Financial Proposal

Form-3: Estimate of Personnel Costs

2.10 Clarifications

2.10.1 Applicants requiring any clarification on the RfP may send their queries to the Authority in writing via e-mail before the date mentioned in the Schedule of Selection Process at Clause 1.8. The e-mail subject should be as follows:

"Queries concerning RfP for Master Plan for holistic development of Great Nicobar Island in Andaman & Nicobar Islands"

The Authority shall endeavour to respond to the queries within the period specified therein but not later than 7 (seven) days prior to the Proposal Due Date. The responses will be sent by e-mail. The Authority will post the reply to all such queries on the Official Website without identifying the source of queries.

2.10.2 The Authority reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause 2.10 shall be construed as obliging the Authority to respond to any question or to provide any clarification.

2.11 Amendment of RfP

2.11.1 At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RfP document by the issuance of Addendum/ Amendment and posting it on the Official Website.

2.11.2 All such amendments will be posted on the Official Website along with the revised RfP containing the amendments and will be binding on all Applicants.

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

C. PREPARATION AND SUBMISSION OF PROPOSAL

2.12 Language

[§] While extending the Proposal Due Date on account of an addendum, the Authority shall have due regard for the time required by Applicants to address the amendments specified therein. In the case of significant amendments, at least 15 (fifteen) days shall be provided between the date of amendment and the Proposal Due Date, and in the case of minor amendments, at least 7 (seven) days shall be provided.

The Proposal with all accompanying documents (the “**Documents**”) and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RfP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

2.13 Format and signing of Proposal

2.13.1 The Applicant shall provide all the information sought under this RfP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects

2.13.2 The Proposal shall be typed or written in indelible ink and shall be signed by the authorised signatory 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:

- (a) by the proprietor, in case of a proprietary firm; or
- (b) by a partner, in case of a partnership firm and/or a limited liability partnership; or
- (c) by a duly authorised person holding the Power of Attorney, in case of a Limited Company or a corporation; or
- (d) by the Authorised Representative of the Lead Member, in case of consortium.

A copy of the Power of Attorney for Authorised Representative (in case of Consortium by Authorised Representative of Lead Member of Consortium) certified under the hands of a partner or director of the Applicant and notarised by a notary public in the form specified in Appendix-I (Form-4A/4B) shall accompany the Proposal.

2.13.3 The following documents shall be separately submitted in original to the person specified in the Clause 2.13.4 in a sealed envelope on or before the Bid Due Date, failing which the Bid shall be rejected:

- (a) Power of Attorney as required under Clause 2.13.2 (iii); and
- (b) Demand Draft towards Bid Security as required under Clause 2.20

The envelope specified in this clause 2.13.3 shall clearly bear the following identification:

“Enclosures of the RfP for Master Plan for holistic development of Great Nicobar Island”

If this envelope is not sealed and marked as instructed above, NITI Aayog assumes no responsibility for the misplacement or premature opening of the contents of the Bid and consequent losses, if any suffered by the bidder.

2.13.4 The envelope specified in Clause 2.13.3 shall be addressed to:

Specialist
NRE Vertical – Island Development
(Saloni Goel)
Room No. 280
Phone: +9111-23096 635
Email: saloni.goel@gov.in

Applicants should note the Proposal Due Date, as specified in Clause 1.8, for submission of Proposals. Except as specifically provided in this RfP, no supplementary material will be entertained by the Authority, 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 Clause 2.17.1. 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 Authority reserves the right to seek clarifications under and in accordance with the provisions of Clause 2.24.

2.14 Technical Proposal

2.14.1 Applicants shall submit the technical proposal in the formats at Appendix-I (the “**Technical Proposal**”).

2.14.2 While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:

- (a) The Bid Security is provided;
- (b) all forms are submitted in the prescribed formats and signed by the prescribed signatories;
- (c) Power of Attorney for Authorised Representative (in case of Consortium by Authorised Representative of Lead Member of Consortium), if applicable, is executed as per Applicable Laws;
- (d) CVs of all Professional Personnel have been included;
- (e) Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down at Clause 2.2.2 (D) of the RfP;
- (f) no alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;

- (g) the CVs have been recently signed and dated in blue ink by the respective Personnel and countersigned by the Applicant. Unsigned CVs shall be rejected;
- (h) the CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RfP;
- (i) Professional Personnel proposed have good working knowledge of English language;
- (j) Key Personnel would be available for the period indicated in the TOR;
- (k) no Key Personnel should have attained the age of 75 (seventy five) years at the time of submitting the proposal; and
- (l) the proposal is responsive in terms of Clause 2.22.3.
- (m) Joint Bidding Agreement is executed and enclosed as specified in Form 2B in case of Consortium.

2.14.3 Failure to comply with the requirements spelt out in this Clause 2.14 shall make the Proposal liable to be rejected.

2.14.4 If an individual Key Personnel makes a false averment regarding his qualification, experience or other particulars, or his commitment regarding availability for the Project is not fulfilled at any stage after signing of the Agreement, he shall be liable to be debarred for any future assignment of the Authority for a period of 5 (five) years. The award of this Consultancy to the Applicant may also be liable to cancellation in such an event.

2.14.5 The Technical Proposal shall not include any financial information relating to the Financial Proposal.

2.14.6 The proposed team shall be composed of experts and specialists (the “**Professional Personnel**”) in their respective areas of expertise and managerial/support staff (the “**Support Personnel**”) such that the Consultant should be able to complete the Consultancy within the specified time schedule. The Key Personnel specified in Clause 2.1.4 shall be included in the proposed team of Professional Personnel. Other competent and experienced Professional Personnel in the relevant areas of expertise must be added as required for successful completion of this Consultancy. The CV of each such Professional Personnel, if any, should also be submitted in the format at Form-12 of Appendix-I.

2.14.7 An Applicant may, if it considers necessary, propose suitable Sub-Consultants in specific areas of expertise. Credentials of such Sub-Consultants should be submitted in Form-15 of Appendix-I. A Sub-Consultant, however, shall not be a substitute for any Key Personnel.

- 2.14.8 The Authority reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RfP. Any such verification or the lack of such verification by the Authority to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.
- 2.14.9 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Consultant either by issue of the LOA or entering into of the Agreement, and if the Selected Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RfP, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Applicant or Consultant, as the case may be.

In such an event, the Authority shall forfeit and appropriate the Bid Security as mutually agreed pre-estimated compensation and damages payable to the Authority for, *inter alia*, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

2.15 Financial Proposal

- 2.15.1 Applicants shall submit the financial proposal in the formats at Appendix-II (the “**Financial Proposal**”) clearly indicating the total cost of the Consultancy (Item [G] of Form-2 of Appendix-II) in both figures and words, in Indian Rupees, and signed by the Applicant’s Authorised Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.
- 2.15.2 While submitting the Financial Proposal, the Applicant 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, equipment, printing of documents, surveys, geo-technical investigations 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 expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the

Financial Proposal. 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.

2.16 Submission of Proposal

2.16.1 The Applicants shall submit the Proposal by uploading it on the Central Public Procurement Portal (“CPPP”) at ‘www.eprocure.gov.in’ on or before the specified time on the Proposal Due Date as per clause 1.8. on the said portal, and submission against RfP titled RfP for Technical Consultant for Preparation of Master Plan for Holistic Development of Great Nicobar Island. Proposals submitted by any other means including by post, fax, telex, telegrams or e-mail shall not be entertained.

2.16.2 The Proposal is to be submitted on the document downloaded from the Central Public Procurement Portal at ‘www.eprocure.gov.in’. The Applicant shall be responsible for the accuracy and correctness of the downloaded RfP as per the version uploaded by the Authority and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded version of the RfP and the original RfP issued by the Authority, the latter shall prevail.

2.16.3 The “Technical Proposal” shall contain:

- (i) Application in the prescribed format (Form-1 of Appendix-I) along with Forms 2 to 16 of Appendix-I and supporting documents; and
- (ii) Bid security as specified in Clause 2.20.1
- (iii) Power of Attorney for signing the Bid as per the format at Appendix-I Form- 4A
- (iv) If applicable, the Power of Attorney for Lead Member of Consortium as per the format at Appendix-I Form 4B.
- (v) Joint Bidding Agreement, in case of a Consortium, substantially in the format at Appendix I Form 2B.
- (vi) The Financial Proposal shall be in the prescribed format (Forms 1, 2 & 3 of Appendix-II).

2.16.4 The Technical Proposal and Financial Proposal shall be typed or written in indelible ink and signed by the Authorised Representative of the Applicant. All pages of the original Technical Proposal and Financial Proposal must be numbered and initialled by the person or persons signing the Proposal.

2.16.5 The completed Proposal must be uploaded on or before the specified time on Proposal Due Date. Proposals submitted by post, fax, telex, telegram or e-mail shall not be entertained.

- 2.16.6 The Proposal shall be made in the Forms specified in this RfP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, company brochures, copy of contracts etc. will be entertained.
- 2.16.7 The rates quoted shall be firm throughout the period of performance of the assignment upto and including acceptance of the Master Plan by the Authority and discharge of all obligations of the Consultant under the Agreement.

2.17 Proposal Due Date

- 2.17.1 Proposal should be submitted at or before 1100 hrs on the Proposal Due Date specified in Clause 1.8 at the address provided in Clause 1.11.1 in the manner and form as detailed in this RfP.
- 2.17.2 The Authority may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with Clause 2.11 uniformly for all Applicants.

2.18 Late Proposals

Proposals received by the Authority after the specified time on Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

2.19 Modification/ substitution/ withdrawal of Proposals

- 2.19.1 The Applicant may modify, substitute, or withdraw its Proposal after submission, provided that the modification, substitution, or withdrawal is received by the Authority prior to Proposal Due Date. No Proposal shall be modified, substituted, or withdrawn by the Applicant on or after the Proposal Due Date.
- 2.19.2 Any alteration / modification in the Proposal or additional information or material supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

2.20 Bid Security

- 2.20.1 The Applicant shall furnish as part of its Proposal, a bid security of Rs. 10,00,000 (ten lakhs) in the form of a Demand Draft issued by one of the Nationalised/ Scheduled Banks in India in favour of the Pay and Accounts Officer, NITI Aayog payable at New Delhi (the “**Bid Security**”), returnable not later than 90 (ninety) days from PDD except in case of the two highest ranked Applicants as required in Clause 2.25.1. In the event that the first ranked Applicant commences the assignment as required in Clause 2.30, the second ranked Applicant, who has been kept in reserve, shall be returned its Bid Security forthwith, but in no case not later than 120 (one hundred and twenty) days from PDD. The Selected Applicant’s Bid Security shall be returned, upon the Applicant signing the Agreement and completing the Deliverables assigned

to it for the first 2 (two) months of the Consultancy in accordance with the provisions thereof.

- 2.20.2 Any Bid not accompanied by the Bid Security shall be rejected by the Authority as non-responsive.
- 2.20.3 The Authority shall not be liable to pay any interest on the Bid Security and the same shall be interest free.
- 2.20.4 The Applicant, by submitting its Application pursuant to this RfP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, *inter alia*, the time, cost and effort of the Authority in regard to the RfP including the consideration and evaluation of the Proposal under the following conditions:
- (a) If an Applicant submits a non-responsive Proposal;
 - (b) If an Applicant engages in any of the Prohibited Practices specified in Section 4 of this RfP;
 - (c) If an Applicant withdraws its Proposal during the period of its validity as specified in this RfP and as extended by the Applicant from time to time;
 - (d) In the case of the Selected Applicant, if the Applicant fails to reconfirm its commitments during negotiations as required vide Clause 2.25.1;
 - (e) In the case of a Selected Applicant, if the Applicant fails to sign the Agreement or commence the assignment as specified in Clauses 2.29 and 2.30 respectively; or
 - (f) If the Applicant is found to have a Conflict of Interest as specified in Clause 2.3.

2.21 Performance Security

- 2.21.1 The Applicant, by submitting its Application pursuant to this RfP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, its Performance Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damages payable to the Authority for, *inter alia*, the time, cost and effort of the Authority in regard to the RfP, including the consideration and evaluation of the Proposal, under the following conditions:
- (a) If an Applicant engages in any of the Prohibited Practices specified in Clause 4.1 of this RfP;
 - (b) if the Applicant is found to have a Conflict of Interest as specified in Clause 2.3; and

(c) if the Selected Applicant commits a breach of the Agreement.

2.21.2 An amount equal to 5% (five per cent) of the Agreement Value shall be deemed to be the Performance Security for the purposes of this Clause 2.21, which may be forfeited and appropriated in accordance with the provisions hereof.

D. EVALUATION PROCESS

2.22 Evaluation of Proposals

2.22.1 The Authority shall open the Proposals at 1500 hours on 7th October, 2020 at the place specified in Clause 1.11.1 and in the presence of the Applicants who choose to attend. The “Technical Proposal” shall be opened first. The “Financial Proposal” shall be opened at a later date.

2.22.2 Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.19 shall not be opened.

2.22.3 Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RfP. The Authority may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive only if:

- (a) the Technical Proposal is received in the form specified at Appendix-I;
- (b) it is received by the Proposal Due Date including any extension thereof pursuant to Clause 2.17;
- (c) it is accompanied by the Bid Security as specified in Clause 2.20.1.
- (d) it is signed, as stipulated in Clauses 2.13 and 2.16;
- (e) it is accompanied by the Power of Attorney as specified in Clause 2.2.4;
- (f) it contains all the information (complete in all respects) as requested in the RfP;
- (g) it does not contain any condition or qualification; and
- (h) it is not non-responsive in terms hereof.

2.22.4 The Authority 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 Authority in respect of such Proposals.

2.22.5 The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.6 and the criteria set out in Section 3 of this RfP.

2.22.6 After the technical evaluation, the Authority shall prepare a list of pre-qualified and shortlisted Applicants in terms of Clause 3.2 for opening of their Financial Proposals. A date, time and venue will be notified to all Applicants for

announcing the result of evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of pre-qualified and shortlisted Applicants along with their Technical Score will be read out. The opening of Financial Proposals shall be done in presence of respective representatives of Applicants who choose to be present. The Authority will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out in terms of Clauses 3.3 and 3.4.

- 2.22.7 Applicants are advised that Selection shall be entirely at the discretion of the Authority. Applicants shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.
- 2.22.8 Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the Consultancy is subsequently awarded to it.

2.23 Confidentiality

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

2.24 Clarifications

- 2.24.1 To facilitate evaluation of Proposals, the Authority 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 Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 2.24.2 If an Applicant does not provide clarifications sought under Clause 2.24.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

E. APPOINTMENT OF CONSULTANT

2.25 Negotiations

- 2.25.1 The Selected Applicant may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the Consultant under this RfP. Issues such as deployment of Key Personnel, understanding of the RfP, methodology and quality of the work plan shall be discussed during negotiations. A Key Personnel who did not score 70% (seventy per cent) marks as required under Clause 3.1.2 shall be replaced by the Applicant with a better candidate to the satisfaction of the Authority. In case the Selected Applicant fails to reconfirm its commitment, the Authority reserves the right to designate the next ranked Applicant as the Selected Applicant and invite it for negotiations.
- 2.25.2 The Authority will examine the CVs of all other Professional Personnel and those not found suitable shall be replaced by the Applicant to the satisfaction of the Authority.
- 2.25.3 The Authority will examine the credentials of all Sub-Consultants proposed for this Consultancy and those not found suitable shall be replaced by the Applicant to the satisfaction of the Authority.

2.26 Substitution of Key Personnel

- 2.26.1 The Authority will not normally consider any request of the Selected Applicant for substitution of Key Personnel as the ranking of the Applicant is based on the evaluation of Key Personnel and any change therein may upset the ranking. Substitution will, however, be permitted if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.
- 2.26.2 The Authority expects all the Key Personnel to be available during implementation of the Agreement. The Authority will not consider substitution of Key Personnel except for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. As a condition to such substitution, a sum equal to 20% (twenty per cent) of the remuneration specified for the original Key Personnel shall be deducted from the payments due to the Consultant. In the case of a second substitution hereunder, such deduction shall be 50% (fifty per cent) of the remuneration specified for the original Key Personnel. Any further substitution may lead to disqualification of the Applicant or termination of the Agreement.
- 2.26.3 Substitution of the Team Leader will not normally be considered and may lead to disqualification of the Applicant or termination of the Agreement.

2.27 Indemnity

The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority for an amount not exceeding 3 (three) times the value of the Agreement for any direct loss or damage that is caused due to any deficiency in services.

2.28 Award of Consultancy

After selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by the Authority to the Selected Applicant and the Selected Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Applicant as mutually agreed genuine pre-estimated loss and damage suffered by the Authority on account of failure of the Selected Applicant to acknowledge the LOA, and the next highest ranking Applicant may be considered.

2.29 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within the period prescribed in Clause 1.8. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.

2.30 Commencement of assignment

The Consultant shall commence the Services at the Project site within 7 (seven) days of the date of the Agreement, or such other date as may be mutually agreed. If the Consultant fails to either sign the Agreement as specified in Clause 2.29 or commence the assignment as specified herein, the Authority may invite the second ranked Applicant for negotiations. In such an event, the Bid Security of the first ranked Applicant shall be forfeited and appropriated in accordance with the provisions of Clause 2.20.4.

2.31 Proprietary data

Subject to the provisions of Clause 2.23, all documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. The Authority 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 Authority in relation to the Consultancy shall be the property of the Authority.

3. CRITERIA FOR EVALUATION

3.1 Evaluation of Technical Proposals

- 3.1.1 In the first stage, the Technical Proposal will be evaluated on the basis of Applicant's experience, its understanding of TOR, proposed methodology and Work Plan, and the experience of Key Personnel. Only those Applicants whose Technical Proposals get a score of 70 (seventy) marks or more out of 100 (one hundred) shall qualify for further consideration, and shall be ranked from highest to the lowest on the basis of their technical score (S_T).
- 3.1.2 Each Key Personnel must score a minimum of 70% (seventy per cent) marks except as provided herein. A Proposal shall be rejected if the Team Leader scores less than 70% (seventy per cent) marks or any two of the remaining Key Personnel score less than 70% (seventy per cent) marks. In case the Selected Applicant has one Key Personnel, other than the Team Leader, who scores less than 70% marks, he would have to be replaced during negotiations, with a better candidate who, in the opinion of the Authority, would score 70% (seventy per cent) or above.
- 3.1.3 The scoring criteria to be used for evaluation shall be as follows.

Item Code	Parameter	Maximum Marks	Criteria
1.	Relevant Experience of the Applicant	30	30% of the maximum marks shall be awarded for the number of Eligible Assignments undertaken by the Applicant firm. The remaining 70% shall be awarded for: (i) the comparative size, and quality of Eligible Assignments; (ii) other relevant assignments or similar work in the infrastructure sectors; and (iii) overall turnover, experience and capacity of the firm.
2.	Presentation	5	Evaluation would be

			based on the quality of presentations based on the proposed methodology and Work Plan
3.	Proposed Methodology and Work Plan	5	Evaluation will be based on the quality of submissions.
4.	Relevant Experience of the Key Personnel²	60	30% of the maximum marks for each Key Personnel shall be awarded for the number of Eligible Assignments the respective Key Personnel has worked on. The remaining 70% shall be awarded for: (i) the comparative size and quality of Eligible Assignments; and (ii) other relevant assignments or similar work in infrastructure sectors.
4(a)	Team Leader	15	
4(b)	Project Manager/Urban Planner	5	
4(c)	Economic/Financial Expert	5	
4(d)	Environmental Expert	10	
4(e)	Water & Infrastructure Resources Expert	5	
4(f)	Integrated Port Planning Expert	10	

² The Key Personnel and their respective maximum marks may be suitably modified to address project-specific requirements.

4(g)	Airport Planning Expert	10	
Grand Total		100	

While awarding marks for the number of Eligible Projects, the Applicant or Key Personnel, as the case may be, that has undertaken the highest number of Eligible Assignments shall be entitled to the maximum score for the respective category and all other competing Applicants or respective Key Personnel, as the case may be, shall be entitled to a proportionate score. No score will be awarded to an Applicant/ Key Personnel for fulfilling the eligibility criteria of a minimum number of Eligible Assignments and only projects exceeding the eligibility criteria shall qualify for scoring. For the avoidance of doubt and by way of illustration, if the minimum number of Eligible Projects for meeting the eligibility criteria is say, 3 (three), then an equivalent number will be ignored for each Applicant/Key Personnel and only the balance remaining will be considered for awarding scores relating to the number of Eligible Assignments on a proportionate basis. However, for assigning scores in respect of the size and quality of Eligible Assignments, all Eligible Assignments of the Applicant/Key Personnel shall be considered.

Provided further, that in case of a Consortium, experience of individual Members against Eligible Assignments shall be added to arrive at the total experience of the Consortium for the purpose of evaluating eligibility as well as for the purposes of scoring.

3.1.4 Eligible Assignments

For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RfP, advisory/ consultancy assignments, for the following projects shall be deemed as eligible assignments (the “**Eligible Assignments**”):

- (i) Experience of undertaking 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 facilitate sustainable development with each project involving a minimum area of twenty five (25) sq km. with capital costs more than Rs. 500 Crore each. OR
- (ii) Projects which involve undertaking techno-economic feasibility, project structuring on PPP basis and development of implementation and marketing plans with capital costs more than Rs. 500 Crore each. OR
- (iii) Experience of undertaking environmental impact assessment studies, ecological/social assessments of projects related to maritime/island/coastal/riverine/tourism/city development ecosystem involving a minimum area of twenty-five (25) sq km with capital costs more than Rs. 500 Crore each. OR

(iv) Experience of projects involving undertaking Detailed Project Reports for the Development of Mega-infrastructure projects such as Greenfield Seaports/Greenfield Airports/water- waste water network/Power Infrastructure/desalination, etc with capital costs more than Rs. 500 crore.

Provided that the projects/assignments completed up to 80 percent or more shall only be considered for evaluation. However, the marks awarded for such projects shall only be up to 80 percent of the maximum marks. The Applicant shall provide the proof that the project is completed up to 80 per cent through copy of invoice or payment received till date or through certificate from the respective client for physical completion.

Provided further that the Applicant firm claiming credit for an Eligible Assignment shall have, prior to PDD, received professional fees of at least Rs. 50 (fifty) lakh for such assignment, and where credit is being claimed by a Key Personnel, she/he should have completed the relevant assignment prior to PDD.

Provided further that if the Applicant firm is taking credit for an Eligible Assignment which was undertaken for a private sector entity, such assignment shall have been completed prior to PDD and the Applicant shall have received professional fees of at least Rs. 1 (one) crore.

3.2 Short-listing of Applicants

Of the Applicants ranked as aforesaid, not more than 5 (five) shall be pre-qualified and short-listed for financial evaluation in the second stage. However, if the number of such pre-qualified Applicants is less than two, the Authority may, in its sole discretion, pre-qualify the Applicant(s) whose technical score is less than 70 (seventy) points even if such Applicant(s) do(es) not qualify in terms of Clause 3.1.2; provided that in such an event, the total number of pre-qualified and short-listed Applicants shall not exceed two.

3.3 Evaluation of Financial Proposal

- 3.3.1 In the second stage, the financial evaluation will be carried out as per this Clause 3.3. Each Financial Proposal will be assigned a financial score (S_F).
- 3.3.2 For financial evaluation, the total cost indicated in the Financial Proposal, excluding Additional Costs, will be considered. Additional Costs shall include items specified as such in Form-2 of Appendix-II.
- 3.3.3 The Authority 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 (F_M) will be given a financial score (S_F) of 100 points. The financial scores of other Proposals will be computed as follows:

$$S_F = 100 \times F_M/F$$

(F = amount of Financial Proposal)

3.4 Combined and final evaluation

- 3.4.1 Proposals will finally be ranked according to their combined technical (S_T) and financial (S_F) scores as follows:

$$S = S_T \times T_w + S_F \times F_w$$

Where S is the combined score, and T_w and F_w are weights assigned to Technical Proposal and Financial Proposal, which shall be 0.80 and 0.20 respectively.

- 3.4.2 The Selected Applicant shall be the first ranked Applicant (having the highest combined score). The second ranked Applicant shall be kept in reserve and may be invited for negotiations in case the first ranked Applicant withdraws, or fails to comply with the requirements specified in Clauses 2.25, 2.29 and 2.30, as the case may be.

4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RfP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “**Prohibited Practices**”) in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, time, cost and effort of the Authority, in regard to the RfP, including consideration and evaluation of such Applicant’s Proposal.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RfP issued by the Authority during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3 For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the

LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;

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

5. PRE-PROPOSAL CONFERENCE

- 5.1 Pre-Proposal Conference of the Applicants shall be convened at the designated date, time and place. Only those Applicants, who have downloaded the RfP document from the Official Website of the Authority, shall be allowed to participate in the Pre-Proposal Conference. A maximum of two representatives of each Applicant shall be allowed to participate on production of an authority letter from the Applicant.
- 5.2 During the course of Pre-Proposal Conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

6. MISCELLANEOUS

- 6.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- (a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Applicant in order to receive clarification or further information;
 - (c) retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Applicant; and/or
 - (d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- 6.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- 6.4 All documents and other information supplied by the Authority or submitted by an Applicant shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.
- 6.5 The Authority reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

SCHEDULES

SCHEDULE-1

(See Clause 1.1.3)

Consultancy for a Master Plan for

Holistic development of Great Nicobar Island in
Andaman & Nicobar Islands

Terms of Reference (TOR)

for

TECHNICAL CONSULTANT

Contents

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Terms of Reference (TOR)

1. GENERAL

- 1.1. The Authority seeks the services of qualified firms for preparing a Master Plan, for holistic development of Great Nicobar Island. The Terms of Reference (the “**TOR**”) for this assignment are specified below.

2. OBJECTIVE

The key objectives of this Consultancy include:

- (i) Develop a robust base for India’s presence in the Bay of Bengal/Indian Ocean for a maritime economy.
- (ii) Holistic Development addressing Environmental, Anthropological & developmental issues in an interrelated and synergistic manner.
- (iii) Creating a transshipment terminal and tapping into the unutilised potential of the island and building a new Global destination
- (iv) Creating a diverse economic base for holistic development of Great Nicobar Island
- (v) Identify priority projects and areas for potential development for specific economic drivers and supporting infrastructure.
- (vi) Attract investment in infrastructure and tourism sector by developing theme-based activities and projects.
- (vii) Facilitate the long-term growth and development of the tourism industry in a sustainable tourism planning principles.
- (viii) Specify the major programmes, roles and responsibilities of key players, institutional arrangements and resources requirements through proper project structuring.

3. SCOPE OF SERVICES

- 3.1. Considering the overall intent for facilitating holistic and sustainable development of Great Nicobar Island, the scope of consultancy study has been designed to ensure inclusion of all requisite studies, services, surveys, etc. 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 Consultant shall submit within 30 (thirty) days of Award of work, a detailed schedule for the Consultant's scope of work. The Schedule should include all the deliverables and key milestones at the top of the schedule.

- a) All schedules shall be created, maintained and submitted to Client in the latest version of Oracle Primavera P6 or Microsoft Project in an electronic format.
- b) The Consultant shall create and submit an initial Baseline Schedule that will be approved by Client. Upon approval, the copy of the Baseline will become the first Current Schedule.
- c) The Current Schedule shall be actively updated and maintained by the Consultant every month.
- d) All schedules shall follow the Critical Path Method (CPM)/GANTT chart of scheduling and shall have meaningful and realistic logical ties and relationships between activities.
- e) The Primavera P6 or Microsoft schedule file should be updated and submitted at least once a month.
- f) Activity durations should be reasonable (typically not more than 30 days duration except for project management tasks, procurement activities for long lead items or any other activity that obviously needs to be of longer duration).
- g) The Consultant shall use only zero or positive total float and lags on all activities in the baseline and all other versions of the schedule.
- h) A schedule narrative document shall accompany the electronic schedule describing work performed in the past month.
- i) List the major tasks completed to date and the planned work that will be performed in the upcoming month.

The scope of work for this project as described below is broadly divided into five Stages and pertains to Great Nicobar Island

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

Stage II: Identification of development sectors and delineation of area for development Great Nicobar Island

Stage III: Preparation of Detailed Master Plan, infrastructure plans, and all studies required for the purpose of obtaining necessary environmental and other related clearances. The Master Plan would include the locational details of all identified development projects

Stage IV: Preparation of Preliminary Engineering Design Reports for key identified projects

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

3.2. The Consultant would frequently conduct interactions/discussions with all relevant departments/stakeholders of Great Nicobar Island. Development strategies need to be formulated and implemented in consultation with the stakeholders.

3.3. STAGE – I:

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

3.3.1. Data Collection and analysis:

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

- Location/connectivity to 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
- Contour Survey of the selected project site/island.
- 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. Any initial observations or deviations related to the above shall be highlighted by the Consultant as a part of their review report.

3.3.2. Reconnaissance Survey

Site visits would need to be conducted to understand the nature and activities happening on the island.. 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 particularly 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. 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.

3.3.3. 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 2019, Island Protection Zone Notification 2019, Environment Impact Assessment Notification, 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.
- Orders of Hon'ble Supreme Court of India and other judgements as applicable for Andaman & Nicobar Islands.

- Existing situation assessment should be done as part of the assessment report which shall include but not be limited to the following:
 1. Review of all existing proposal, sectorial policies, strategies available
 2. Demographic Characteristics
 3. Regional Economic base assessment & Economic sector assessment
 4. Transport sector assessment
 5. Infrastructure and utilities assessment
 6. Water resource and water management assessment
 7. Geomorphological studies
 8. Coastal areas and its management
 9. Environment mapping and its assessment
 10. Heritage and conservation

Further, a list of potential economic sectors which can be developed considering a port-based development model should also be compiled and discussed with NITI Aayog.

3.3.4. Base Mapping

Consultant shall prepare the base map of Great Nicobar Island on CAD and GIS with all layers super-imposed considering the following:

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

Digitization of geo-referenced revenue village maps wherever required.

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

Updated Island Coastal Regulation Zone (ICRZ) Plans, wherever applicable, must be taken into consideration.

3.3.5. 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 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 and climate change (mitigation and adaptation capacity) 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.

3.3.6. 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), tribal reserves/areas, protected areas, vegetation status, eco-sensitivity etc.

3.3.7. 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. The Consultant would be required to prepare a grid of appropriate scale for the same and parametric values are to be provided for each grid for various factors to arrive at a composite map.

It is required to derive quantitative assessments for the same for evolving necessary product mix, essential physical, social and transportation networks, environment/water network and selection of the suitability of the land for the defined product mix.

3.3.8. 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.

3.3.9. 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.

3.3.10. Stakeholder consultations

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

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

3.3.11. Carrying Capacity

The Consultant shall assess the carrying capacity for the island, based upon scientific principles. The consultant shall undertake a comprehensive carrying capacity assessment for the 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. Wherever sites have been specified, carrying capacity would be determined for each of the sites and its influence zone. Wherever sites have not been specified in these packages, carrying capacity would be determined for each of the islands mentioned therein. The consultant should ensure than any existing studies conducted in this regard by reputed organizations are accounted for.

3.3.12. 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 Great Nicobar Island incorporating all the analyses mentioned from 3.3.1 to 3.3.11. The report shall clearly indicate the potential and development options for the island. 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. In this regard, the Consultant would also conduct (1) Constructability Review and (2) Value Engineering session with stakeholders, the details of which would be provided by the Client at a later date. Constructability is part of the design process. Constructability reviews during preliminary design consists of (a) viability of constructing the design as proposed i.e. can it be built in a cost effective manner or are there better alternative (b) ensures incorporation of sustainability during construction (material sourcing, recycling, water usage, storage etc) (c) ensures environmental, health and safety practices as per program standards. 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.

The report shall also discuss the potential locations for development of Airport, port, town and all other infrastructure projects required for holistic development of Great Nicobar Island.

3.4. Stage – II

Identification of development sectors and delineation of area for development Of Great Nicobar Island

3.4.1. 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. Comparable international market should be assessed and the investment climate should be analyzed with respect to existing resources and economic sectors that would influence the successful development of Great Nicobar Island.

The assessment should include analysis of development prospects, target sectors/markets based on the competitive and comparative advantages for enhancing the pace of economic development, promoting exports and ensuring balanced development. Parameters that influence attractiveness of Great Nicobar should be identified and be evaluated critically to derive key drivers for enabling realization of project goals. The development sectors and potential market sectors identified should be benchmarked with global best practices. .

Consultant should also prepare a list of potential economic sectors, including but not limited to – manufacturing, transport, logistics, service-based industries, tourism and hospitality and support infrastructure for development of Great Nicobar Island.

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.

3.4.2. Infrastructure Demand 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)
- Sewerage network and treatment
- Solid waste management
- Power
- Telecommunication/ ICT

Social Infrastructure assessment shall include but not limited to

- Health
- Education
- Community
- Disaster Management

3.4.3. Draft area delineation options

Great Nicobar Island has the total island area of approximately 1000 sq km. Out of this, less than 300 sq. km. area (approx. 25-30% of total island area) shall be delineated and identified for future developmental activities. This shall be termed as developable area. The exact developable area shall be delineated by the Consultant in their reports. The master planning shall be done for the entire delineated developable area. Delineations and identification of future developmental activities shall be done with valid reasoning and site potential. The total size of delineated zone should cater

to the developmental needs for the next 30 years. The consultant's analysis should be justified through credible norms and basis from the best international practices.

Within the developable area, it is proposed to develop, inter alia, Deep Berth Port (along with ancillary areas for International Trans-shipment Terminal), International airport (along with ancillary areas), Water Treatment and waste treatment system, power generation and distribution network and jetty/marina for public transport and connectivity.

3.4.4. 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 final delineated options and sectors for development. The rationale for delineation and preferred options are to be presented as well. The changes as suggested by such authority may be required to be incorporated in the report and submitted for final approval.

3.5. Stage-III

Preparation of Detailed Master Plan, infrastructure plans, and all studies required for the purpose of obtaining necessary environmental and other related clearances. The Master Plan would include the locational details of all identified development projects.

Subsequent to finalisation of the delineated site boundary for Great Nicobar Island and Development Potential Report, the consultant shall initiate the process of preparation of Detailed Master Plan for the development of Great Nicobar Island. The process would entail the following steps among others:

3.5.1. Topographic survey

Based on the final delineated boundary, consultant shall conduct topographic survey of the area within the final site boundary including 500 mts buffer from the boundary. Techniques such as LIDAR, total station survey, remote sensing etc. shall be evaluated to finalise the best techniques to get accurate results. Topographic map with all attributes (physical and man-made) upto an accuracy of 0.5 mts is desired from the survey.

3.5.2. Draft Master Plan

A Draft Master Plan will incorporate:

- Final list of development Projects including port, airport, jetty, EPZ and 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.
- Multi-modal Traffic and Transportation Management proposals addressing the existing and future mobility requirements.
- Physical infrastructure proposals for water supply, sewerage, drainage, power (including renewables), solid waste management, recycle and re-use of water, rain water harvesting etc. based on techno-economic parameters
- Projects for reclamation of land, wherever technically feasible and ecologically sustainable
- Projects for water/lagoon villas, wherever technically feasible and ecologically sustainable.
- 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
- Preliminary 3D sketches for design theme and character of the development
- Draft landuse plan identifying all land uses and critical infrastructure component including Physical and Social infrastructure.
- Concept Infrastructure Plan.

Overall illustrative master plan at a scale of 1:2500 not limited to but including illustrating general delineation of proposed land uses, building massing, vehicular and pedestrian circulation, open space relationships, and development character.

3.5.3. Concept Infrastructure Planning

Water Management

Source identification, reliability and its sustainability based on estimated water demand and design period for various sectors and to ensure continuous water availability. Also formulate strategies for integrated water management which shall include source management, planning of new water supply system and use of recycled water based on latest international technology and practice.

Wastewater/Solid/Hazardous waste Management

Consultant needs to develop wastewater treatment and conveyance system, common effluent treatment plant/ hazardous waste management facility and solid waste management system. The consultant shall prepare an effective, sustainable and scientific solid waste management system for the entire site which ensures effective and safe disposal of waste generated from the various uses.

Drainage

Consultant shall plan the complete drainage network including storm water drainage for the Great Nicobar Island considering rain water harvesting mechanisms. Emphasis should be on proposing innovative measures for rain water harvesting, recycle and reuse strategies.

Conventional and Non-Conventional Power

Generation and distribution requirements on the island. Evolve suitable measures for ensuring reliable and uninterrupted power supply in the delineated region, identification of power supply sources for the zone, available opportunities, and fuel source including ensuring availability of adequate power supply through development of captive / independent power plants / group captive power plants. The consultant has to evolve strategies for energy saving (moon light plan/sunshine plan), use of renewal energy, based on National Energy Efficiency guidelines/ International best practices etc. Clean energy sources need to be emphasized upon.

Based on the master plan, the consultant shall prepare the trunk power distribution system for the entire site. The consultant shall identify the necessary routes and reserve corridors for the network. The scope also includes, estimation of phase wise power requirement, identification of source of power supply (on-site &/or off-site), Assessment of power consumptions, Identify the locations and capacity of major stations and sub-substations.

Transportation network

Prepare complete transportation network for the island considering hierarchy roads, pedestrian network, multi modal transit centres, MRT network, port airport and jetties. The network should be designed considering minimal emission and maximising use of sustainable and green transportation modes.

Telecom and ICT Network

The consultant shall prepare the telecom and ICT network for the entire site such that high-speed data and voice communications can be operationalized. The consultant shall advise the client on the latest advancement in available and implementable technologies that can be used for the site. For forming a global destination, the client lays extra

importance to a robust telecom network that is available to all and augmentable due to changing requirements and technologies.

3.5.4. Draft Master Plan Report

Consultant will prepare draft master plan report integrating landuse and infrastructure plan and submit it to the client for approval. The report will include:-

- Site analysis
- Site suitability and delineation
- Development sectors and development programme
- Population projection
- Landuse plan
- Zonal plans
- Environmental management plan
- Draft design guidelines
- Concept infrastructure plan

3.5.5. Environment and related Clearances

Consultant shall be responsible for providing necessary support for obtaining Environmental Clearance, CRZ Clearance and other clearances and approvals pertaining to the Master Plan. All studies, including Environment Impact Assessment, required for the purpose shall be undertaken by the Consultant. The consultant shall also provide all necessary support for obtaining the clearances.

The Consultant shall also assist the Authority in conducting public hearing, preparing and making presentations etc., and addressing the comments and suggestions received during the EC process with a view to getting environmental clearance from the competent authority.

The Consultant shall also list out all clearances that shall be required for purpose of implementation of projects identified from the Master Plan for the holistic development of Great Nicobar, and also support with information/data/documents required for obtaining clearances.

3.5.6. 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

- Zonal Controls
- FAR, Ground coverage, setbacks zone wise
- 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

3.5.7. 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.

3.5.8. Final Master Plan, Infrastructure Plan, EIA Studies and cost estimates

Draft Master Plan 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 UT Administration.

3.6. Stage IV

Preparation of Preliminary Engineering Design Reports for key identified projects

After submission of Master Plan, the Consultant shall prepare Preliminary Engineering Design Reports of identified projects, which shall be inter alia, Deep Berth Port (along with ancillary areas for International Transshipment Terminal), International airport (along with ancillary areas), Water Treatment and waste treatment system, power generation and distribution network and jetty/marina for public transport and connectivity.

This shall also incorporate strategies including sustainability (during and after construction) which will allow for phased construction in accordance with Client's mandate.

The planning and design of the required infrastructure should meet the best international practices, specifications and standards in terms of quality and sustainability. The Consultant would ensure that the design and the preliminary engineering is done with the objective of delivering world class infrastructure and is in compliance. Review and comparison of best practices in this regard should be accompanied by appropriated documents/information.

As a part of the Preliminary Engineering Design Reports, the consultant shall prepare EIA/EMP Study Reports, CRZ Mapping and all connected documents and reports required for obtaining Environmental/CRZ and other clearances, as required. This may be accomplished by getting assistance from the accredited agencies of MoEF&CC through steps /procedures prescribed by MoEF&CC.

The Consultant shall also undertake social impact assessment due to the proposed improvements, especially with regards to the persons affected due to the Project and requiring resettlement and rehabilitation.

(i) Deep Berth port along with ancillary areas for International Transshipment Terminal

Development of a Deep-Sea Port at Great Nicobar utilizing availability of deep waters close to the shoreline is a long felt need for India maritime industry. With the strategic location near to international shipping route through Malacca Strait, the island has huge potential for development of a deep berth port and a transshipment terminal.

The consultant shall assist the Authority in obtaining Environmental Clearance from MoEF&CC. The consultant shall also participate in the pre-bid conference with the bidders of the Project works and assist the authority in clarifying the technical aspects arising from the Bid documents including PEDR.

Scope for work for this chapter includes

- **Traffic Studies & Demand Assessment**

Review of the container traffic passing by the proposed location, assess the potential and arrive at the enablers for the proposed location to be developed as a container transshipment owing to its proximity to shipping routes. Firm up the container Traffic Estimates, Phase-wise starting from the year 2025 to 2050, Vessel Trend Analysis, Percentage share of vessels & average parcel sizes, no. of ship calls etc.

- **Alternative locations of the Port Development**

Carry out desk studies and site reconnaissance surveys to study 4 alternative locations and arrive at the suitable location for the port development.

- **Engineering Surveys and Investigations**

- i. Metrologic & Oceanographic data*

Firm-up and summarize data on wind, waves, tides, currents etc which will form the basic inputs for planning the Port layout, design of breakwaters and other structures, Wave model studies, Real Time Ship simulation studies etc.

- ii. Topographic Survey*

Carryout topographic survey in the proposed Port area. This will basically include the following:

- Establishment of Reference bench marks, and control points on the terrain
- Cross sections of every 50m wide strips at every 50m along shoreline for a minimum length of 1km for Phase-I development
- Prepare maps using appropriate scales

- iii. Bathymetric and Geophysical Survey*

Conduct Bathymetric & shallow Seismic surveys and Collection of Oceanographic data required for EIA studies and sedimentation studies.

The surveys to be carried out based on WGS-84 Datum using UTM as a grids, supplemented by geophysical co-ordinates indicating the latitude & longitude.

The survey shall cover an area of about 2.5 x 6 km at a 100m x 100m grids covering all the Phases of development and 2.5 x 4 km @ 50m x 50m grid for Phase-I development area.

The surveys shall be performed by means of an echo sounder, a side scan sonar and a sub-bottom profiler and other required equipment.

iv. *Geotechnical Investigations: (Boreholes)*

Geotechnical Investigations, preferably in the form of bore holes and collection of subsoil data, are required for planning and designing marine structures (Breakwaters, berth structures), dredging areas and onshore structures. Atleast 6 marine boreholes and 10 land boreholes shall be carried out.

Soil and rock samples from each boreholes shall be collected in every 1m depth as per standard specifications and be tested to collect all relevant data /characteristics of soil/rock strata at the authorized laboratory as required for structural design and planning dredging works.

• **Port Design**

i. *Design Criteria*

Firmed up Traffic Estimate with Phases, Design vessels. Benchmarking & capacity calculations of berths which are inputs for planning the layout, design of structures and fixing depth for dredging works.

ii. *Port layout*

Planning the configuration of the Port layout, positioning and alignment of components like breakwaters, berth structures, operational areas, harbor basin & manoeuvring (turning) circles, approach channel with clear dimensions, Planning of layout shall be in the order of phase giving more focus to Phase-I Development.

The proposed Port Layout shall be checked through Mathematical Model studies for its adequacy and wave tranquillity and Real time Ship Simulation Studies to ensure safe manoeuvring of ships; Sediment transportation studies etc, preparation of clear layout drawings.

iii. *Breakwaters*

Planning & Design of Breakwaters supported by design calculations, firming up the type of breakwater at different segments, alignment of breakwater, wave flume tests to check the stability of Breakwater cross sections, calculation of quantities, source of the materials, methodology of construction and preparation of connected drawings.

iv. *Berth structures:*

Planning & Design of berth structures including piles and super structure, reinforcement details, founding levels and preparation of connected drawings (longitudinal and cross sections).

v. *Dredging*

Fixation of keel clearances for design vessels, depths of dredging in berth areas, Port basin & manoeuvring areas and approach channel, computation of dredging quantities with supporting calculations, dredging methods, details of reclamation /dumping grounds by matching the dredge quantity with reclamation quantity for economic optimization etc.

vi. *Operational areas/ yards*

Layout of Operational areas, Container yards, ground slots for containers, design of terminal pavements, and foundation for equipment and buildings, receipt and delivery areas.

vii. *Utilities:*

Basic calculations and drawings for water supply, electrical power supply, sewerage, lighting, fire-fighting and communications.

viii. *Buildings.*

Basic design and drawings of the Port buildings, including Parking areas, and architectural views of main buildings.

ix. *Cargo Handling Equipment*

Planning & design of container handling equipment, STS cranes, Container yard etc including broad specifications, No. of units in each category etc.

• **Environmental and Social Impact Assessment**

As a part of the Preliminary Engineering Design Report, the consultant shall prepare EIA/EMP Study Reports, CRZ Mapping and all connected

documents and reports required for Environmental /CRZ Clearances by getting assistance from the accredited agencies of MoEF&CC and assist the Port in obtaining Environmental Clearance going through steps /procedures prescribed by MoEF&CC.

The Consultant shall undertake social impact assessment due to the improvements such as Port Layout, Road and Rail connectivity and other related facilities proposed on the Project, especially the persons affected due to the Project and requiring resettlement and rehabilitation.

- **Project Cost and feasibility**

The Consultant shall work out detailed Bill of Quantities (BOQ) for all project components including equipments, yard, & utilities with supporting calculations and prepare cost estimates of the Project with a break-down cost for each component separately, Cost estimating for rail and road network should also be included.

- i. The cost estimates be based on the schedule of rates/current market rates and /or budgetary quotations. The cost estimates shall be Phase-wise with more details for Phase-I Development.
- ii. The consultant shall ensure to adopt the market rates with reasonable escalations while preparing the Cost Estimates.

(ii) Preliminary Design for an International Airport along with all ancillary areas

Globally success of new greenfield cities is dependent on how best these cities are connected with rest of the world. Success and pace of development at Great Nicobar is also dependent on how fast the island can be put on the Global Aviation map. Thus, the need for construction of airport in Phase I development is established vital for development of this island.

- Identification of Potential Sites and recommendations for establishing Greenfield Airport:
 - i. Review of Guidelines for setting up of Greenfield Airports and National Civil Aviation Policy of Ministry of Civil Aviation, Guidelines of DGCA, Government of India, data regarding existing airports near Chennai, Airspace Availability and Interference.

- ii. Assess the land requirement for the airport and various infrastructure facilities required to be developed to cater to the projected traffic and also for development of parking and commercial facilities on the land side and also the land requirement for possibilities of developing an Aerotropolis.
- iii. Identification of at least 3 potential sites for development of new Greenfield airport on Great Nicobar island by assessing the following key factors:
 - 1. Physical:
 - Topography, Geology, Obstructions, Climatic Conditions and Services availability
 - Geographic and meteorological perspective of the Site including visibility and rainfall data
 - Location on Survey of India Topo sheets, list and location of DGPS pillar locations, list and location of DGPS control points, other topographic details, photographs of the Site etc.
 - 2. Airspace: ATC, Existing Civil and Military operations;
 - 3. Access: Airfield pavements, Road and Rail catchments; d) Planning and Environment: Surrounding Development, Population, Noise and disturbances;
 - 4. Land availability
 - 5. Cost of pre-development works, etc.
- iv. Preparation of the Detailed Project Report for setting up the proposed new Greenfield Airport based on the Obstacle Limitation Surface (OLS) survey, Environmental Impact Analysis and other considerations identified as above and other factors as may be relevant. The study should cover the activities such as (but not limited to):
 - Assessment of Land Size for developing required project facilities in Air side and Land side,
 - Locational advantages,
 - Contour mapping,
 - Topographical map,
 - Geotechnical survey,
 - Meteorological Assessment,
 - Hydrological Survey,
 - Assessment of Access,
 - External Services,
 - Air Navigation,
 - Socio-Economic data,
- v. Assess the potential to develop as an Aerotropolis.
- vi. Assess the suitability of the site for obtaining clearance/approvals from statutory authorities.

- vii. The consultant shall recommend the preferred site for the airport based on a relative assessment of the advantages and disadvantages with respect to each site.

- *Preparation of Airport Master Plan*

Preparation of Master Layout plan and preliminary Engineering design, assessment of planning parameters and facility/Infrastructure requirements including commercial activities, Environment Impact Assessment Study, Preparation of land use planning and zoning, Assessment of development options/Recommendation of preferred and phase wise development options, project schedule. The master plan shall be prepared considering

- i. airside and airfield development options,
- ii. passenger and cargo terminal development and utilisation options,
- iii. ground access and external connectivity infrastructure,
- iv. Non-aviation uses, commercial infrastructure and supporting business development requirements.

The Consultant shall prepare a Master Plan with the following requirements (but not limited to):

- i. *Number* and length of Runways and taxiways and number of aircraft parking stands. These should be designed for the Critical Aircraft type that is selected and proposed by the Consultant with scope for expansion;
- ii. Passenger terminal and Cargo terminal;
- iii. Identification and assessment of potential cargo that can be economically handled at the Airport;
- iv. Work out the economics of stopover of the over-flying crafts at Airport;
- v. Assessment of possible diversion of cargo movement from other airports;
- vi. Parking for cars, buses, cargo vehicles and staff vehicles;
- vii. Communications & navigational aids, airfield lighting and meteorological facilities in compliance with applicable standards;
- viii. Interface with possible modes of surface and sea transport;
- ix. Amenities and accommodation requirement for tourists at the Airport;
- x. Interface of other tourism related infrastructure and facilities with Airport.
- xi. Construction Cost

With the above identification of the key facilities and associated areas, the concept Master Plan shall be prepared showing the location of all airport facilities and ensure that the city side development proposals are

properly integrated with the overall development. The Consultant shall chalk out bulk land/space allotment for various users in the Concept Master Plan.

- Prepare a Financial Model for the airport with following major assumptions, but not limited to:
 - i. Passenger Traffic forecast (domestic and international),
 - ii. Capital expenditure,
 - iii. Passenger related aero and non-aero revenues estimates,
 - iv. Other revenues such as cargo, MRO etc.,
 - v. Operational expenditure,
 - vi. Land cost and leasing options,
 - vii. Tariff regulatory guidelines of AERA,
 - viii. Financing and tax related issues, etc

(iii) Preliminary Engineering Design Report for Water Treatment and waste treatment system

As part of the consultancy assignment, consultant will prepare a preliminary engineering design report for water treatment/desalination and waste water treatment facilities and will explore possibilities for development of these facilities on PPP basis. The design will be based on the infrastructure network proposed at Stage III. The Preliminary Engineering Design Report will include but not be limited to:

- i. Demand assessment
- ii. Site identification
- iii. Site Surveys and investigations.
- iv. Technology proposed
- v. Layout plan and details
- vi. Costing
- vii. Feasibility and implementation framework

(iv) Preliminary Engineering Design Report for power generation and distribution network:

As part of the consultancy assignment, consultant will prepare a preliminary engineering design report for renewable power generation, alternative power generation (gas/ coal/ oil) and distribution network for Phase I development. the objective will be to plan for uninterrupted power supply for entire city and detailing for Phase I development. The design

will be based on the infrastructure network proposed at Stage III. The Preliminary Engineering Design Report will include but not limit to:

- i. Demand assessment
- ii. Site identification for setting up of power plants
- iii. Site Surveys and investigations.
- iv. Technology proposed
- v. Layout plan and details
- vi. Costing
- vii. Feasibility and implementation framework

(v) Preliminary Design for jetty/marina for public transport and connectivity purpose.

Along with preliminary engineering design report, tender document for EPC (Engineering, Procurement and Construction) for development of trunk infrastructure are also required to be developed. The layout and preliminary engineering designs shall be supplemented with explanatory drawings, statements, charts, notes as necessary.

3.7. Stage V

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

3.7.1. Financial Feasibility

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

- Consultant shall evolve project structuring model (EPC/PPP) for implementation through private sector funding/public private partnership for enhancing the overall viability of the project. The Consultant should provide clear recommendations after extensive stakeholder consultations with UT Government/Client/Private developers etc with various options in terms of developing and implementing trunk infrastructure components on PPP route. The consultant shall suggest the project structuring options by also

keeping in mind all the relevant policies and guidelines of Government of India and/or any other agency issued from time to time.

- The consultant would undertake overall financial feasibility of the 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.

3.7.2. 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.

The scope of work would include 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; determining the prospects of delineated zone's contribution towards meeting Project Goals with respect to employment opportunities, economic growth /GDP and also, recommending changes in existing policies, guidelines, regulations, etc., while also suggesting new regulatory measures (new policies, guidelines, single window systems, etc.) for ease of development.

3.7.3. 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 Clearances, wherever required for the planned Projects. All studies required for this purpose would be carried out by the consultant.

3.7.4. 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.

4. DELIVERABLES

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

The staged deliverables will include:

Stage	Deliverable	Cumulative time frame (months)
Signing of Contract		D
Stage I Data Collection and Site Analysis	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).	D+ 0.5
	Site Assessment Report (as per activities listed under Clause 3.3 of the Scope of Work)	D+ 2.5
Stage II Identification of development sectors and delineation of area for development	Draft area delineation and development sector identification Report (as per activities listed under Clause 3.4 of the Scope of Work)	D+ 4.5
	Final Area Delineation and development sector identification (as per activities listed under Clause 3.4 of the Scope of Work)	D+ 5.0
Stage-III Preparation of Detailed Master Plan, infrastructure plans, and all studies required for the purpose of obtaining necessary environmental and other related	Draft Master Plan report including infrastructure plan (as per activities listed under Clause 3.5 of the Scope of Work)	D+ 10.0
	Submission of draft EIA/ CRZ reports (as per activities listed under 3.4 of the Scope of Work)	D+ 10.0
	Draft Design Guidelines and preliminary costing (as per activities listed under 3.5 of the Scope of Work)	D+ 12.0
	Final Master Plan, infrastructure plan,	D+ 14.0

Stage	Deliverable	Cumulative time frame (months)
clearances. The Master Plan would include the locational details of all identified development projects.	design guidelines and preliminary costing after suitably incorporating suggestions received on the draft report (as per activities listed under 3.5 of the Scope of Work)	
	Submission of final EIA/ CRZ reports (as per activities listed under 3.5 of the Scope of Work)	D+ 14.0
Stage IV Preliminary Engineering Design Report	Site Analysis, demand projection, Alternative options for site location and detail development programme for port	D+ 5
	Draft PEDR for port/transshipment terminal	D+ 7
	Final PEDR for port/transshipment terminal	D+ 9
	Site Analysis, demand projection, alternative options for site location and detail development programme for international Airport.	D+ 5
	Draft PEDR for International Airport	D+ 7
	Final PEDR for International Airport	D+ 9
	Site Analysis, demand projection, Alternative options for site location and detail of technology proposed for treatment and distribution for water and waste water treatment.	D+ 14
	Draft PEDR for Water and Waste Water treatment system	D+ 16
	Final PEDR for Water and Waste Water treatment system	D+ 18

Stage	Deliverable	Cumulative time frame (months)
	Site Analysis, demand projection, Alternative options for site location and detail of technology proposed for power generation and distribution	D+ 14
	Draft PEDR for power generation and distribution	D+ 16
	Final PEDR for power generation and distribution	D+ 18
	Site Analysis, demand projection, Alternative options for site location and detail of technology proposed for Jetty/marina for public transport and connectivity purpose	D+ 14
	Draft PEDR for Jetty/marina for public transport and connectivity purpose	D+ 16
	Final PEDR for Jetty/marina for public transport and connectivity purpose	D+ 18
Stage V Implementation Framework & financial feasibility	Draft financial feasibility report and project structuring report (as per activities listed under 3.7 of the Scope of Work)	D+ 16
	Final financial feasibility and project structuring report after suitably incorporating suggestions received on the draft report. Also, preparation of data/information/documents required for any other clearances for the identified projects.	D+ 18

6. TIME AND PAYMENT SCHEDULE

- 6.1 The total duration for preparation of the Master Plan including all deliverables as indicated in Clause 4 above shall be 18 (eighteen) months, excluding the time taken by the Authority in providing the requisite documents or in conveying its comments on the Draft Reports. The Consultant shall deploy its Key Personnel as per the Deployment of Personnel proposed.
- 6.2 Time schedule for important Deliverables of the Consultancy and the payment schedule linked to the specified Deliverables is given below:

Stage	Deliverable	Cumulative time frame (months)	Percentage payment
Signing of Contract		D	Nil
Stage I Data Collection and Site Analysis	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).	D+ 0.5	10%
	Site Assessment Report (as per activities listed under Clause 3.3 of the Scope of Work)	D+ 2.5	5%
Stage II Development Sectors and Delineation of development boundary	Draft area delineation and development sector identification (as per activities listed under Clause 3.4 of the Scope of Work)	D+ 4.5	5%
	Final Area Delineation and	D+ 5.0	10%

Stage	Deliverable	Cumulative time frame (months)	Percentage payment
	development sector identification (as per activities listed under Clause 3.4 of the Scope of Work)		
Stage-III Master Plan and EIA/ CRZ	Draft Master Plan report including infrastructure plan (as per activities listed under Clause 3.5 of the Scope of Work)	D+ 10.0	5%
	Submission of draft EIA/ CRZ reports (as per activities listed under 3.5 of the Scope of Work)	D+ 10.0	5%
	Draft Design Guidelines and preliminary costing (as per activities listed under 3.5 of the Scope of Work)	D+ 12.0	5%
	Final Master Plan, infrastructure plan, design guidelines and preliminary costing after suitably incorporating suggestions received on the draft report (as per activities listed under 3.5 of the Scope of Work)	D+ 14.0	10%
	Submission of final EIA/ CRZ reports (as per activities listed under 3.5 of the Scope of Work)	D+ 14.0	5%
Stage IV Preliminary Engineering Design	Analysis, demand projection, Alternative options for site location and detail development	D+ 5	Nil

Stage	Deliverable	Cumulative time frame (months)	Percentage payment
Reports	programme for port		
	Draft PEDR for port/transshipment terminal	D+ 7	2%
	Final PEDR for port/transshipment terminal	D+ 9	2%
	Site Analysis, demand projection, alternative options for site location and detail development programme for international Airport.	D+ 5	Nil
	Draft PEDR for International Airport	D+ 7	2%
	Final PEDR for International Airport	D+ 9	2%
	Site Analysis, demand projection, Alternative options for site location and detail of technology proposed for treatment and distribution for water and waste water treatment.	D+ 14	Nil
	Draft PEDR for Water and Waste Water treatment system	D+ 16	2%
	Final PEDR for Water and Waste Water treatment system	D+ 18	2%
	Site Analysis, demand projection, Alternative options for site location and detail of technology proposed for power generation and distribution	D+ 14	Nil

Stage	Deliverable	Cumulative time frame (months)	Percentage payment
	Draft PEDR for power generation and distribution	D+ 16	2%
	Final PEDR for power generation and distribution	D+ 18	2%
	Site Analysis, demand projection, Alternative options for site location and detail of technology proposed for Jetty/marina for public transport and connectivity purpose	D+ 14	Nil
	Draft PEDR for Jetty/marina for public transport and connectivity purpose	D+ 16	2%
	Final PEDR for Jetty/marina for public transport and connectivity purpose	D+ 18	2%
Stage V Implementation Framework & financial feasibility	Draft financial feasibility report and project structuring report (as per activities listed under 3.7 of the Scope of Work)	D+ 16	10%
	Final financial feasibility and project structuring report after suitably incorporating suggestions received on the draft report. Also preparation of data/information/documents required for any other clearances for the identified projects.	D+ 18	10%

⁸Excludes the time taken by the Authority in providing its comments on the Draft Reports. The Consultant shall get one week for submission of the Final Report after comments of the Authority are provided.

- 6.3 The ToR for the Consultant envisages assistance in the process of public hearings etc in respect of Environment Impact Assessment (EIA) as specified in paragraph 3.5.5. In the event that the process cannot be completed within the period specified herein for completion of all the deliverables, the EIA Report may be completed and submitted to the Authority within an extended period of 6 (six) weeks after submission of the final deliverable. A sum equal to 5% (five per cent) of the total payment due shall be withheld and paid to the Consultant upon submission of the EIA Report.
- 6.4 Mobilization Advance up to 10% (ten per cent) of the total Agreement Value shall be paid on request against Bank Guarantee of a Scheduled Bank. This shall attract 10% (ten per cent) simple interest per annum and shall be adjusted against the first four bills in four equal instalments and the accrued interest shall be recovered from the fifth bill.
- 6.5 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.
- 6.6 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. Before any payment is made released, the comments of the concerned UT Administration will be taken into account by the Authority.

7. MEETINGS

The Authority may review with the Consultant, any or all of the documents and advice forming part of the Consultancy, in meetings and conferences which will be held at the Authority's office. Further, the Consultant may be required to attend meetings and conferences with pre-qualified bidders or the selected bidder. The expenses towards attending such meetings during the period of Consultancy, including travel costs and *per diem*, shall be reimbursed in accordance with the Financial Proposal contained in Form-2 of Appendix-II of the RfP. The days required to be spent at the office of the

Authority shall be computed at the rate of 8 (eight) man hours a day in case of an outstation Consultant. For a Consultant having its office within or near the city where the Authority's office is situated, the time spent during meetings at the Authority's office shall be calculated as per actuals. No travel time shall be payable except in case of an expatriate Consultant who will be entitled to claim actual travel time, subject to a maximum of 10 (ten) man hours for a return journey.

8. CONSULTANCY TEAM

- 8.1 The Consultant shall form a multi-disciplinary team (the "**Consultancy Team**") for undertaking this assignment. The following Key Personnel whose experience and responsibilities are briefly described herein would be considered for evaluation of the Technical Proposal. Other expertise such as ecological expert, GIS Expert, Power infrastructure expert, Transportation planning expert, Social expert, infrastructure expert, tourism and hospitality expert, port planning expert, airport planning and engineering expert and Tribal/Anthropology expert, shall be included in the Team either through the Key Personnel specified below or through other Professional Personnel, as necessary.

(a) Team Leader

Educational Qualifications	Post Graduate in Urban Planning/Urban Design/other relevant Infrastructure Design and/or Master Planning related disciplines.
Essential Experience	20 years of experience is required. S/He should have led the master planning/feasibility study teams for 2 (two) Eligible Assignments. Experience in design and master planning of projects with tourism/culture/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.
Job responsibilities	S/He will lead, co-ordinate and supervise the multidisciplinary team for preparation of the Master Plan and act as a focal point to the Authority throughout the duration of the Consultancy. He shall spend at least 30 (thirty) days at the Project site/Project Office.

	<p>S/He will be responsible for:</p> <ul style="list-style-type: none"> • Overall execution of the consultancy assignment. • Accountable leadership providing guidance, problem solving support and leading discussions with senior stakeholders • Ensure all deliverables and milestones are satisfactorily delivered <p>Provide insights from experience in project involving islands, riverine or maritime projects wherever applicable.</p>
Minimum time required on site	30 (thirty) days

(b) Project Manager/Urban Planner

Educational Qualifications	Post Graduate in Urban Planning/Urban Design or Master Planning related disciplines
Essential Experience	10 years of experience is required. S/He should have worked as a project manager/Urban Planner for 2 (two) Eligible Assignments. 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.
Job responsibilities	<p>S/He will be responsible for assessment of project structuring models. S/He shall spend at least 30 (thirty) days at the Project site/Project Office.</p> <p>S/He will be responsible for:</p>

	<ul style="list-style-type: none"> • Coming up with workable strategies and recommendations for implementing the plans. • Ensuring seamless coordination between community stakeholders, focus groups, government and local officials. • Collecting and analyzing a wide range of data sources including environmental surveys. <p>Provide insights from experience in sustainably developing islands or it's parts/coastal areas/riverine/ maritime related ecosystem, wherever applicable.</p>
Minimum time required at site	30 (thirty) days

(c) Economic/Financial Expert

Educational Qualifications	MBA (Finance) or equivalent or Masters' in Economics
Essential Experience	15 years of experience is required. S/He should have worked as an Economic/Financial expert for 2 (two) Eligible Assignments. 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.
Job responsibilities	S/He shall spend at least 20 (twenty) days at the Project site/Project Office. S/He will be responsible for: <ul style="list-style-type: none"> • Providing economic perspectives on all aspects of the project, including boosting tourism sustainably.

	<ul style="list-style-type: none"> • Providing analysis, insights and inputs focussing on the cross-sectional themes of direct/indirect employment generation, impact on and role of private sector participation, community, tribal communities and civil society in the scheme. • Providing financial analysis and support throughout the consultancy. <p>Providing analysis, insights and inputs focussing on the cross-sectional theme of Public expenditure tracking</p>
Minimum time required at site	20 (twenty) days

(d) Environmental Expert

Educational Qualifications	Masters/Bachelor in Environmental Science or equivalent
Essential Experience	10 years of experience is required. S/He should have led the environmental impact assessment teams or worked as a sole expert for 2 (two) Eligible Assignments. The expert should also be NABET accredited EIA Coordinator.
Job responsibilities	<p>S/He will be responsible for Environmental Impact Assessment of the Project. S/He shall spend at least 40 (forty) days at the Project site/Project Office. S/He will be responsible for:</p> <ul style="list-style-type: none"> • Providing all subject matter support (documentation, technical input, preparing various forms and reports etc) for obtaining CRZ, Environmental and Forest Clearances wherever required for the planned projects. • Carrying out all relevant studies in this

	<p>respect.</p> <ul style="list-style-type: none"> • Reviewing development permit applications for compliance with local plans and regulations. <p>Providing expertise on assessing the integration of environmental sustainability and climate change in the planning process. Deliver environmentally responsible outcomes.</p>
Minimum time required at site	40 (forty) days

(e) Water & Infrastructure Resources Expert

Educational Qualifications	Bachelors' in Engineering/ Post-graduate in Water-resources engineering or equivalent
Essential Experience	15 years of experience is required. S/he should have experience in water sourcing, planning & management of water supply, desalination, and wastewater recycle and reuse including rainwater harvesting.
Job responsibilities	<p>S/He will be responsible for activities related to water & infrastructure resources. S/He shall spend at least 20 (forty) days at the Project site/Project Office. S/He will be responsible for:</p> <ul style="list-style-type: none"> • Providing all subject matter support (documentation, technical input, preparing various forms and reports etc) for planning water supply/treatment/recycling/desalination and any other relevant water-related topic • Carrying out all relevant studies in this respect. • Reviewing development permit

	<p>applications for compliance with local plans and regulations.</p> <ul style="list-style-type: none"> • Planning and management of water supply network in the island • Providing expertise on assessing the integration of environmental sustainability and water-use efficiency in the planning process
Minimum time required at site	20 (forty) days

(f) Integrated Port Planning Expert

Educational Qualifications	Post Graduate in Civil Engineering with experience in Ports & Harbour Engineering
Essential Experience	20 years of experience is required. S/He should have experience in Port Management and exposure to preparation of TEFR /DPR development of Port projects involving Breakwaters, dredging, cargo terminals, connectivity and Structuring of Port projects.
Job responsibilities	<p>S/He will be responsible for Port-development related activities of the project. S/He shall spend at least 20 (forty) days at the Project site/Project Office. S/He will be responsible for:</p> <ul style="list-style-type: none"> • Providing all subject matter support (documentation, technical input, preparing various forms and reports etc) for obtaining planning port-led development and port-related projects in the island • Carrying out all relevant studies in this respect. • Reviewing development permit applications for compliance with local plans and regulations.

Minimum time required at site	20 (forty) days
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(g) Airport Planning Expert

Educational Qualifications	Postgraduate in engineering or MBA with experience of working as a Team Leader for Airport development/ planning / design/ feasibility projects.
Essential Experience	20 years of experience is required. S/He should have experience in dealing with air traffic growth, airport administration, operation, management and aviation forecasting and Policy related matters for Aviation Sector.
Job responsibilities	<p>S/He will be responsible for Airport/Aviation – planning related activities of the project. S/He shall spend at least 20 (forty) days at the Project site. S/He will be responsible for:</p> <ul style="list-style-type: none"> • Providing all subject matter support (documentation, technical input, preparing various forms and reports etc) for planning airports and aviation related activities in the island • Carrying out all relevant studies in this respect • Reviewing development permit applications for compliance with local plans and regulations.
Minimum time required at site	20 (forty) days

- 8.2 The Consultant shall establish a Project Office at Port Blair/Car Nicobar, for efficient and coordinated performance of its Services. All the Key Personnel shall be deployed at this office/project site as specified in the Manning Schedule forming part of the Agreement. The authorised officials of the Authority may visit the Consultant's Project Office any time during office hours for inspection and interaction with the Consultant's Personnel. It is not expected of the Consultant to carry out the operations from the Head/Home Office. However, he may do so for the remaining consultancy services beyond the minimum time required on Project site/project office.
- 8.3 The Consultant shall mobilise and demobilise its Professional Personnel and Support Personnel with the concurrence of the Authority and shall maintain the time sheet/ attendance sheet of the working of all Personnel in the Project Office. These time sheets/ attendance sheets shall be made available to the Authority as and when asked for and a copy of such record shall be submitted to the Authority at the end of each calendar month.

9. REPORTING

- 9.1 The Consultant will work closely with the Authority. The Authority has established a Working Group (the "WG") to enable conduct of this assignment. A designated Project Director of the Authority will be responsible for the overall coordination and project development. He will play a coordinating role in dissemination of the Consultant's outputs, facilitating discussions, and ensuring required reactions and responses to the Consultant.
- 9.2 The Consultant may prepare Issue Papers highlighting issues that could become critical for the timely completion of the Project and that require attention from the Authority.
- 9.3 The Consultant will make a presentation on the Inception Report for discussion with the WG at a meeting. This will be a working document. The Consultant is required to prepare and submit a monthly report that includes and describes, *inter alia*, general progress to date; data and reports obtained and reviewed, conclusions to date, if any; concerns about availability of, or access to, data, analyses, reports; questions regarding the TOR or any other matters regarding work scope and related issues; and so on. The Consultants' work on the TOR tasks should continue while the report is under consideration and is being discussed.
- 9.4 Regular communication with the WG and the Project Director is required in addition to all key communications. This may take the form of telephone/ teleconferencing, emails, faxes, and occasional meetings.

9.5 The Deliverables will be submitted as per schedule provided in this RfP.

10. DATA TO BE MADE AVAILABLE BY THE AUTHORITY

Available data as may be required by the Consultant will be provided by the Authority on request. The Nodal Officer designated by the Authority shall facilitate handing over of such information to the Consultant.

11. COMPLETION OF SERVICES

11.1 All the study outputs including primary data shall be compiled, classified and submitted by the Consultant to the Authority in soft form apart from the reports indicated in the Deliverables (Paragraph 4). The study outputs shall remain the property of the Authority and shall not be used for any purpose other than that intended under these Terms of Reference without the permission of the Authority. The Consultancy shall stand completed on acceptance by the Authority of all the Deliverables of the Consultant and execution of the Concession Agreement or 18 (eighteen) months from the Effective Date, whichever is earlier. The Authority shall issue a certificate to that effect. The Consultancy shall in any case be deemed to be completed upon expiry of 19 (nineteen) months from the Effective Date, unless extended by mutual consent of the Authority and the Consultant.

SCHEDULE-2

(See Clause 2.1.3)

AGREEMENT

FOR

PREPARATION OF MASTER PLAN FOR

**Holistic Development of Great Nicobar Island in Andaman &
Nicobar Islands**

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AGREEMENT

Preparation of Master Plan for Holistic Development of Great Nicobar Island in Andaman & Nicobar Islands

This AGREEMENT (hereinafter called the “**Agreement**”) is made on the day of the month of 20..., between, on the one hand, the [President of India acting through] (hereinafter called the “**Authority**” which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand, (hereinafter called the “**Consultant**” which expression shall include their respective successors and permitted assigns).

WHEREAS

- (A) The Authority vide its Request for Proposal for Preparation of Master Plan for holistic development of Great Nicobar Island (hereinafter called the “**Consultancy**”) for the Project (hereinafter called the “**Project**”);
- (B) the Consultant submitted its proposals for the aforesaid work, whereby the Consultant represented to the Authority that it had the required professional skills, and in the said proposals the Consultant also agreed to provide the Services to the Authority on the terms and conditions as set forth in the RfP and this Agreement; and
- (C) the Authority, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award dated (the “**LOA**”); and
- (D) in pursuance of the LOA, the parties have agreed to enter into this Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. GENERAL

1.1 Definitions and Interpretation

- 1.1.1 The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

- (a) “**Additional Costs**” shall have the meaning set forth in Clause 6.1.2;
- (b) “**Agreement**” means this Agreement, together with all the Annexes;
- (c) “**Agreement Value**” shall have the meaning set forth in Clause 6.1.2;
- (d) “**Applicable Laws**” means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- (e) “**Confidential Information**” shall have the meaning set forth in Clause 3.3;
- (f) “**Conflict of Interest**” shall have the meaning set forth in Clause 3.2 read with the provisions of RfP;
- (g) “**Dispute**” shall have the meaning set forth in Clause 9.2.1;
- (h) “**Effective Date**” means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- (i) “**Expatriate Personnel**” means such persons who at the time of being so hired had their domicile outside India;
- (j) “**Government**” means the Government of
- (k) “**INR, Re. or Rs.**” means Indian Rupees;
- (l) “**Member**”, in case the Consultant consists of a joint venture or consortium of more than one entity, means any of these entities, and “**Members**” means all of these entities;
- (m) “**Party**” means the Authority or the Consultant, as the case may be, and Parties means both of them;
- (n) “**Personnel**” means persons hired by the Consultant or by any Sub-Consultant as employees and assigned to the performance of the Services or any part thereof;
- (o) “**Resident Personnel**” means such persons who at the time of being so hired had their domicile inside India;
- (p) “**RfP**” means the Request for Proposal document in response to which the Consultant’s proposal for providing Services was accepted;

- (q) “**Services**” means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto;
- (r) “**Sub-Consultant**” means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clause 4.7; and
- (s) “**Third Party**” means any person or entity other than the Government, the Authority, the Consultant or a Sub-Consultant.

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RfP.

1.1.2 The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral parts of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

- (a) Agreement;
- (b) Annexes of Agreement;
- (c) RfP; and
- (d) Letter of Award.

1.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Authority and the Consultant. The Consultant shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Rights and obligations

The mutual rights and obligations of the Authority and the Consultant shall be as set forth in the Agreement, in particular:

- (a) the Consultant shall carry out the Services in accordance with the provisions of the Agreement; and
- (b) the Authority shall make payments to the Consultant in accordance with the provisions of the Agreement.

1.4 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

1.5 Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

1.6 Table of contents and headings

The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

1.7 Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- (a) in the case of the Consultant, be given by e-mail and by letter delivered by hand to the address given and marked for attention of the Consultant's Representative set out below in Clause 1.10 or to such other person as the Consultant may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside the city specified in Sub-clause (b) below may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by e-mail to the number as the Consultant may from time to time specify by notice to the Authority;
- (b) in the case of the Authority, be given by e-mail and by letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority Representative set out below in Clause 1.10 or to such other person as the Authority may from time to time designate by notice to the Consultant; provided that if the Consultant does not have an office in the same city as the Authority's office, it may send such notice by e-mail and by registered acknowledgement due, air mail or by courier; and
- (c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when

in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of e-mail, it shall be deemed to have been delivered on the working days following the date of its delivery.

1.8 Location

The Services shall be performed at the site of the Project in accordance with the provisions of RfP and at such locations as are incidental thereto, including the offices of the Consultant.

1.9 Authority of Member-in-charge

In case the Consultant consists of a consortium of more than one entity, the Parties agree that the Lead Member shall act on behalf of the Members in exercising all the Consultant's rights and obligations towards the Authority under this Agreement, including without limitation the receiving of instructions and payments from the Authority.

1.10 Authorised Representatives

1.10.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Authority or the Consultant, as the case may be, may be taken or executed by the officials specified in this Clause 1.10.

1.10.2 The Authority may, from time to time, designate one of its officials as the Authority Representative. Unless otherwise notified, the Authority Representative shall be:

.....

.....

Tel:

Mobile:

Email:

1.10.3 The Consultant may designate one of its employees as Consultant's Representative. Unless otherwise notified, the Consultant's Representative shall be:

.....

.....

Tel:

Mobile:

Email:

1.11 Taxes and duties

Unless otherwise specified in the Agreement, the Consultant shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the Authority shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

2.1 Effectiveness of Agreement

This Agreement shall come into force and effect on the date of this Agreement (the “**Effective Date**”).

2.2 Commencement of Services

The Consultant shall commence the Services within a period of 7 (seven) days from the Effective Date, unless otherwise agreed by the Parties.

2.3 Termination of Agreement for failure to commence Services

If the Consultant does not commence the Services within the period specified in Clause 2.2 above, the Authority may, by not less than 2 (two) weeks’ notice to the Consultant, declare this Agreement to be null and void, and in the event of such a declaration, the Bid Security of the Consultant shall stand forfeited.

2.4 Expiry of Agreement

Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Agreement shall, unless extended by the Parties by mutual consent, expire upon the earlier of (i) expiry of a period of 90 (ninety) days after the delivery of the final deliverable to the Authority; and (ii) the expiry of [1 (one) year] from the Effective Date. Upon Termination, the Authority shall make payments of all amounts due to the Consultant hereunder.

2.5 Entire Agreement

2.5.1 This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid

and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Consultant arising out of the provisions of the RfP shall continue to subsist and shall be deemed to form part of this Agreement.

- 2.5.2 Without prejudice to the generality of the provisions of Clause 2.5.1, on matters not covered by this Agreement, the provisions of RfP shall apply.

2.6 Modification of Agreement

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clauses 4.2.3 and 6.1.3 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

2.7 Force Majeure

2.7.1 Definition

- (a) For the purposes of this Agreement, “**Force Majeure**” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Sub-Consultant or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No breach of Agreement

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

2.7.3 Measures to be taken

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.

2.7.4 Extension of time

Any period within which a Party shall, pursuant to this Agreement, 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.

2.7.5 Payments

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to be reimbursed for Additional Costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period.

2.7.6 Consultation

Not later than 30 (thirty) days after the Consultant has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.8 Suspension of Agreement

The Authority may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding 30 (thirty) days after receipt by the Consultant of such notice of suspension.

2.9 Termination of Agreement

2.9.1 By the Authority

The Authority may, by not less than 30 (thirty) days' written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.1, terminate this Agreement if:

- (a) the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 30 (thirty) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
- (b) the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- (c) the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;
- (d) the Consultant submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Consultant knows to be false;
- (e) any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;
- (f) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- (g) the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

2.9.2 By the Consultant

The Consultant may, by not less than 30 (thirty) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2, terminate this Agreement if:

- (a) the Authority fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to Clause 9 hereof within 45 (forty-five) days after receiving written notice from the Consultant that such payment is overdue;
- (b) the Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (forty-five) days (or such longer period as the Consultant may have subsequently granted in writing) following the receipt by the Authority of the Consultant's notice specifying such breach;
- (c) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- (d) the Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.

2.9.3 Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survive such Termination; (ii) the obligation of confidentiality set forth in Clause 3.3 hereof; (iii) the Consultant's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.6, as relate to the Consultant's Services provided under this Agreement; and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Law.

2.9.4 Cessation of Services

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

2.9.5 Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Authority shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the Authority):

- (i) remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination;
- (ii) reimbursable expenditures pursuant to Clause 6 hereof for expenditures actually incurred prior to the date of termination; and
- (iii) except in the case of termination pursuant to sub-clauses (a) through (e) of Clause 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Agreement including the cost of the return travel of the Consultant's personnel.

2.9.6 Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 9 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standards of Performance

The Consultant shall perform the Services and carry out its 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 and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Sub-Consultants or Third Parties.

3.1.2 Terms of Reference

The scope of services to be performed by the Consultant is specified in the Terms of Reference (the "TOR") at Annex-1 of this Agreement. The

Consultant shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

3.1.3 Applicable Laws

The Consultant shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any Sub-Consultant, as well as the Personnel and agents of the Consultant and any Sub-Consultant, comply with the Applicable Laws.

3.2 Conflict of Interest

3.2.1 The Consultant shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.

3.2.2 Consultant and Affiliates not to be otherwise interested in the Project

The Consultant agrees that, during the term of this Agreement and after its termination, the Consultant or any Associate thereof and any entity affiliated with the Consultant, as well as any Sub-Consultant and any entity affiliated with such Sub-Consultant, shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply after a period of five years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services provided to the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services provided to the Authority in accordance with the rules of the Authority. 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% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

3.2.3 Prohibition of conflicting activities

Neither the Consultant nor its Sub-Consultant nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

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

- (c) at any time, such other activities as have been specified in the RfP as Conflict of Interest.

3.2.4 Consultant not to benefit from commissions, discounts, etc.

The remuneration of the Consultant pursuant to Clause 6 hereof shall constitute the Consultant's sole remuneration in connection with this Agreement or the Services and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultant, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.5 The Consultant and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "**Prohibited Practices**"). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the performance security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, *inter alia*, the time, cost and effort of the Authority, without prejudice to the Authority's any other rights or remedy hereunder or in law.

3.2.6 Without prejudice to the rights of the Authority under Clause 3.2.5 above and the other rights and remedies which the Authority may have under this Agreement, if the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Consultant shall not be eligible to participate in any tender or RfP issued during a period of 2 (two) years from the date the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

3.2.7 For the purposes of Clauses 3.2.5 and 3.2.6, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) "**corrupt practice**" means (i) the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for

removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser the Authority in relation to any matter concerning the Project;

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

3.3 Confidentiality

The Consultant, its Sub-Consultants and the Personnel of either of them shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the

Consultant, its Sub-Consultants and the Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority's employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services or this Agreement ("**Confidential Information**"), without the prior written consent of the Authority.

Notwithstanding the aforesaid, the Consultant, its Sub-Consultants and the Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:

- (i) was in the public domain prior to its delivery to the Consultant, its Sub-Consultants and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Consultant, its Sub-Consultants and the Personnel of either of them;
- (ii) was obtained from a third party with no known duty to maintain its confidentiality;
- (iii) is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Consultant, its Sub-Consultants and the Personnel of either of them shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and
- (iv) is provided to the professional advisers, agents, auditors or representatives of the Consultant or its Sub-Consultants or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Consultant or its Sub-Consultants or Personnel of either of them, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

3.4 Liability of the Consultant

- 3.4.1 The Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.
- 3.4.2 The Consultant shall, subject to the limitation specified in Clause 3.4.3, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.

- 3.4.3 The Parties hereto agree that in case of negligence or wilful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the Authority's property, shall not be liable to the Authority:
- (i) for any indirect or consequential loss or damage; and
 - (ii) for any direct loss or damage that exceeds (a) the Agreement Value set forth in Clause 6.1.2 of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability in accordance with Clause 3.5.2, whichever of (a) or (b) is higher.
- 3.4.4 This limitation of liability specified in Clause 3.4.3 shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services subject, however, to a limit equal to 3 (three) times the Agreement Value.

3.5 Insurance to be taken out by the Consultant

- 3.5.1 (a) The Consultant shall, for the duration of this Agreement, take out and maintain, and shall cause any Sub-Consultant to take out and maintain, at its (or the Sub-Consultant's, as the case may be) own cost, but on terms and conditions approved by the Authority, insurance against the risks, and for the coverages, as specified in the Agreement and in accordance with good industry practice.
- (b) 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 Authority, copies of such policy certificates, copies of the insurance policies and evidence that the insurance premia have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the term of this Agreement.
- (c) If the Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Authority shall, apart from having other recourse available under this Agreement, 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 Consultant, and the Consultant shall be liable to pay such amounts on demand by the Authority.

- (d) Except in case of Third Party liabilities, the insurance policies so procured shall mention the Authority as the beneficiary of the Consultant and the Consultant shall procure an undertaking from the insurance company to this effect; provided that in the event the Consultant has a general insurance policy that covers the risks specified in this Agreement and the amount of insurance cover is equivalent to 3 (three) times the cover required hereunder, such insurance policy may not mention the Authority as the sole beneficiary of the Consultant or require an undertaking to that effect.

3.5.2 The Parties agree that the risks and coverages shall include but not be limited to the following:

- (a) Third Party liability insurance as required under Applicable Laws, with a minimum coverage of Rs. 1 (one) crore;
- (b) employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultant, in accordance with Applicable Laws; and
- (c) professional liability insurance for an amount no less than the Agreement Value.

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 Clause 6.1.2 of the Agreement. In case of consortium, the policy should be in the name of Lead Member and not in the name of individual Members of the consortium.

3.6 Accounting, inspection and auditing

The Consultant shall:

- (a) keep accurate and systematic accounts and records in respect of the Services provided under this Agreement, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the Consultant's costs and charges); and
- (b) permit the Authority or its designated representative periodically, and up to one year from the expiration or termination of this Agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Authority.

3.7 Consultant's actions requiring the Authority's prior approval

The Consultant shall obtain the Authority's prior approval in writing before taking any of the following actions:

- (a) appointing such members of the Professional Personnel as are not listed in Annex-2.
- (b) 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 Authority prior to the execution of the subcontract, and (ii) that the Consultant shall remain fully liable for the performance of the Services by the Sub-Consultant and its Personnel pursuant to this Agreement; or
- (c) any other action that is specified in this Agreement.

3.8 Reporting obligations

The Consultant shall submit to the Authority the reports and documents specified in the Agreement, in the form, in the numbers and within the time periods set forth therein.

3.9 Documents prepared by the Consultant to be property of the Authority

- 3.9.1 All plans, drawings, specifications, designs, reports and other documents (collectively referred to as "**Consultancy Documents**") prepared by the Consultant (or by the Sub-Consultants or any Third Party) in performing the Services shall become and remain the property of the Authority, and all intellectual property rights in such Consultancy Documents shall vest with the Authority. Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Consultancy Document is created and the Consultant agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Consultant.
- 3.9.2 The Consultant shall, not later than termination or expiration of this Agreement, deliver all Consultancy Documents to the Authority, together with a detailed inventory thereof. The Consultant may retain a copy of such Consultancy Documents. The Consultant, its Sub-Consultants or a Third Party shall not use these Consultancy Documents for purposes unrelated to this Agreement without the prior written approval of the Authority.
- 3.9.3 The Consultant shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as 'Claims') which may arise from or due to any unauthorised use of such Consultancy Documents, or

due to any breach or failure on part of the Consultant or its Sub-Consultants or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.

3.10 Equipment and materials furnished by the Authority

Equipment and materials made available to the Consultant by the Authority shall be the property of the Authority and shall be marked accordingly. Upon termination or expiration of this Agreement, the Consultant shall furnish forthwith to the Authority, an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the instructions of the Authority. While in possession of such equipment and materials, the Consultant shall, unless otherwise instructed by the Authority in writing, insure them in an amount equal to their full replacement value.

3.11 Providing access to Project Office and Personnel

The Consultant shall ensure that the Authority, and officials of the Authority having authority from the Authority, are provided unrestricted access to the Project Office and to all Personnel during office hours. The Authority's official, who has been authorised by the Authority in this behalf, shall have the right to inspect the Services in progress, interact with Personnel of the Consultant and verify the records relating to the Services for his satisfaction.

3.12. Accuracy of Documents

The Consultant shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.4, it shall indemnify the Authority against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the drawings including any re-survey / investigations.

4. CONSULTANT'S PERSONNEL AND SUB-CONSULTANTS

4.1 General

The Consultant shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services.

4.2 Deployment of Personnel

- 4.2.1 The designations, names and the estimated periods of engagement in carrying out the Services by each of the Consultant's Personnel are described in Annex-2 of this Agreement. The estimate of Personnel costs and man day rates are specified in Annex-3 of this Agreement.
- 4.2.2 Adjustments with respect to the estimated periods of engagement of Personnel set forth in the aforementioned Annex-3 may be made by the Consultant by written notice to the Authority, provided that: (i) such adjustments shall not alter the originally estimated period of engagement of any individual by more than 20% (twenty per cent) or one week, whichever is greater, and (ii) the aggregate of such adjustments shall not cause payments under the Agreement to exceed the Agreement Value set forth in Clause 6.1.2 of this Agreement. Any other adjustments shall only be made with the written approval of the Authority.
- 4.2.3 If additional work is required beyond the scope of the Services specified in the Terms of Reference, the estimated periods of engagement of Personnel, set forth in the Annexes of the Agreement may be increased by agreement in writing between the Authority and the Consultant, provided that any such increase shall not, except as otherwise agreed, cause payments under this Agreement to exceed the Agreement Value set forth in Clause 6.1.2.

4.3 Approval of Personnel

- 4.3.1 The Professional Personnel listed in Annex-2 of the Agreement are hereby approved by the Authority. No other Professional Personnel shall be engaged without prior approval of the Authority.
- 4.3.2 If the Consultant hereafter proposes to engage any person as Professional Personnel, it shall submit to the Authority its proposal along with a CV of such person in the form provided at Appendix-I (Form-12) of the RfP. The Authority may approve or reject such proposal within 14 (fourteen) days of receipt thereof. In case the proposal is rejected, the Consultant may propose an alternative person for the Authority's consideration. In the event the Authority does not reject a proposal within 14 (fourteen) days of the date of receipt thereof under this Clause 4.3, it shall be deemed to have been approved by the Authority.

4.4 Substitution of Key Personnel

The Authority expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The Authority will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Consultant and the concerned Key Personnel. Such substitution shall be limited to not more than two Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. Without prejudice to the

foregoing, substitution of one Key Personnel shall be permitted subject to reduction of remuneration equal to 20% (twenty per cent) of the total remuneration specified for the Key Personnel who is proposed to be substituted. In case of a second substitution, such reduction shall be equal to 50% (fifty per cent) of the total remuneration specified for the Key Personnel who is proposed to be substituted.

4.5 Working hours, overtime, leave, etc.

The Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in the Agreement, and the Consultant's remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is excluded from the man days of service set forth in Annex-2. Any taking of leave by any Personnel for a period exceeding 7 (seven) days shall be subject to the prior approval of the Authority, and the Consultant shall ensure that any absence on leave will not delay the progress and quality of the Services.

4.6 Resident Team Leader and Project Manager

The person designated as the Team Leader of the Consultant's Personnel shall be responsible for the coordinated, timely and efficient functioning of the Personnel. In addition, the Consultant shall designate a suitable person as Project Manager (the "**Project Manager**") who shall be responsible for day to day performance of the Services.

4.7 Sub-Consultants

Sub-Consultants listed in Annex-4 of this Agreement are hereby approved by the Authority. The Consultant may, with prior written approval of the Authority, engage additional Sub-Consultants or substitute an existing Sub-Consultant. The hiring of Personnel by the Sub-Consultants shall be subject to the same conditions as applicable to Personnel of the Consultant under this Clause 4.

5. OBLIGATIONS OF THE AUTHORITY

5.1 Assistance in clearances etc.

Unless otherwise specified in the Agreement, the Authority shall make best efforts to ensure that the Government shall:

- (a) provide the Consultant, its Sub-Consultants and Personnel with work permits and such other documents as may be necessary to enable the Consultant, its Sub-Consultants or Personnel to perform the Services;

- (b) facilitate prompt clearance through customs of any property required for the Services; and
- (c) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

5.2 Access to land and property

The Authority warrants that the Consultant shall have, free of charge, unimpeded access to the site of the project in respect of which access is required for the performance of Services; provided that if such access shall not be made available to the Consultant as and when so required, the Parties shall agree on (i) the time extension, as may be appropriate, for the performance of Services, and (ii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause 6.1.3.

5.3 Change in Applicable Law

If, after the date of this Agreement, there is any change in the Applicable Laws with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the Consultant in performing the Services, by an amount exceeding 2% (two per cent) of the Agreement Value specified in Clause 6.1.2, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Agreement shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the aforesaid Agreement Value.

5.4 Payment

In consideration of the Services performed by the Consultant under this Agreement, the Authority shall make to the Consultant such payments and in such manner as is provided in Clause 6 of this Agreement.

6. PAYMENT TO THE CONSULTANT

6.1 Cost estimates and Agreement Value

- 6.1.1 An abstract of the cost of the Services payable to the Consultant is set forth in Annex-5 of the Agreement.
- 6.1.2 Except as may be otherwise agreed under Clause 2.6 and subject to Clause 6.1.3, the payments under this Agreement shall not exceed the agreement value specified herein (the “**Agreement Value**”). The Parties agree that the Agreement Value is Rs. (Rupees.), which

does not include the Additional Costs specified in Annex-5 (the “**Additional Costs**”).

- 6.1.3 Notwithstanding anything to the contrary contained in Clause 6.1.2, if pursuant to the provisions of Clauses 2.6 and 2.7, the Parties agree that additional payments shall be made to the Consultant in order to cover any additional expenditures not envisaged in the cost estimates referred to in Clause 6.1.1 above, the Agreement Value set forth in Clause 6.1.2 above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 Currency of payment

All payments shall be made in Indian Rupees. The Consultant shall be free to convert Rupees into any foreign currency as per Applicable Laws.

6.3 Mode of billing and payment

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

- (a) A Mobilisation Advance for an amount up to 10% (ten per cent) of the Agreement Value shall be paid to the Consultant on request and against a Bank Guarantee from a Scheduled Bank in India in an amount equal to such advance, such Bank Guarantee to remain effective until the advance payment has been fully set off as provided herein. The advance outstanding shall attract simple interest @ 10% (ten per cent) per annum and shall be adjusted in four equal instalments from the first four stage payments due and payable to the Consultant, and the accrued interest shall be recovered from the fifth instalment due and payable thereafter.
- (b) The Consultant shall be paid for its services as per the Payment Schedule at Annex-6 of this Agreement, subject to the Consultant fulfilling the following conditions:
 - (i) No payment shall be due for the next stage till the Consultant completes, to the satisfaction of the Authority, the work pertaining to the preceding stage.
 - (ii) The Authority shall pay to the Consultant, only the undisputed amount.
- (c) The Authority shall cause the payment due to the Consultant to be made within 30 (thirty) days after the receipt by the Authority of duly completed bills with necessary particulars (the “**Due Date**”). Interest at the rate of 10% (ten per cent) per annum shall become

payable as from the Due Date on any amount due by, but not paid on or before, such Due Date.

- (d) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Authority. The Services shall be deemed completed and finally accepted by the Authority and the final deliverable shall be deemed approved by the Authority as satisfactory upon expiry of 90 (ninety) days after receipt of the final deliverable by the Authority unless the Authority, within such 90 (ninety) day period, gives written notice to the Consultant specifying in detail, the deficiencies in the Services. The Consultant shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated. The Authority shall make the final payment upon acceptance or deemed acceptance of the final deliverable by the Authority.
- (e) Any amount which the Authority has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the Consultant to the Authority within 30 (thirty) days after receipt by the Consultant of notice thereof. Any such claim by the Authority for reimbursement must be made within 1 (one) year after receipt by the Authority of a final report in accordance with Clause 6.3 (d). Any delay by the Consultant in reimbursement by the due date shall attract simple interest @ 10% (ten per cent) per annum.
- (f) All payments under this Agreement shall be made to the account of the Consultant as may be notified to the Authority by the Consultant.

7. LIQUIDATED DAMAGES AND PENALTIES

7.1 Performance Security

- 7.1.1 The Authority shall retain by way of performance security (the “**Performance Security**”), 5% (five per cent) of all the amounts due and payable to the Consultant, to be appropriated against breach of this Agreement or for recovery of liquidated damages as specified in Clause 7.2. The balance remaining out of the Performance Security shall be returned to the Consultant at the end of 3 (three) months after the expiry of this Agreement pursuant to Clause 2.4 hereof. For the avoidance of doubt, the parties hereto expressly agree that in addition to appropriation of the amounts withheld hereunder, in the event of any default requiring the

appropriation of further amounts comprising the Performance Security, the Authority may make deductions from any subsequent payments due and payable to the Consultant hereunder, as if it is appropriating the Performance Security in accordance with the provisions of this Agreement.

- 7.1.2 The Consultant may, in lieu of retention of the amounts as referred to in Clause 7.1.1 above, furnish a Bank Guarantee substantially in the form specified at Annex-7 of this Agreement.

7.2 Liquidated Damages

- 7.2.1 Liquidated Damages for error/variation

In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of 50% (fifty per cent) of the Agreement Value.

- 7.2.2 Liquidated Damages for delay

In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.2% (zero point two per cent) of the Agreement Value per day, subject to a maximum of 10% (ten per cent) of the Agreement 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 shall be granted.

- 7.2.3 Encashment and appropriation of Performance Security

The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 7.2.

7.3 Penalty for deficiency in Services

In addition to the liquidated damages not amounting to penalty, as specified in Clause 7.2, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action including debarring for a specified period may also be initiated as per policy of the Authority.

8. FAIRNESS AND GOOD FAITH

8.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realisation of the objectives of this Agreement.

8.2 Operation of the Agreement

The Parties recognise that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

9. SETTLEMENT OF DISPUTES

9.1 Amicable settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

9.2 Dispute resolution

9.2.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "**Dispute**") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 9.3.

9.2.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

9.3 Conciliation

In the event of any Dispute between the Parties, either Party may call upon CEO, NITI Aayog and the Chairman of the Board of Directors of the Consultant or a substitute thereof for amicable settlement, and upon such

reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 9.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 9.4.

9.4 Arbitration

- 9.4.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 9.3, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 9.4.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the “**Rules**”), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The place of such arbitration shall be the capital of the State where the Authority has its headquarters and the language of arbitration proceedings shall be English.
- 9.4.2 There shall be an Arbitral Tribunal of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.
- 9.4.3 The arbitrators shall make a reasoned award (the “**Award**”). Any Award made in any arbitration held pursuant to this Clause 9 shall be final and binding on the Parties as from the date it is made, and the Consultant and the Authority agree and undertake to carry out such Award without delay.
- 9.4.4 The Consultant and the Authority agree that an Award may be enforced against the Consultant and/or the Authority, as the case may be, and their respective assets wherever situated.
- 9.4.5 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

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

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of

For and on behalf of

Consultant:

Authority

(Signature)
(Name)
(Designation)
(Address)

(Signature)
(Name)
(Designation)
(Address)

In presence of:

1.

2.

Annex-1

Terms of Reference

(Refer Clause 3.1.2)

(Reproduce Schedule-1 of RfP)

Annex-2

Deployment of Personnel

(Refer Clause 4.2)

(Reproduce as per Form-13 of Appendix-I)

Annex-3

Estimate of Personnel Costs

(Refer Clause 4.2)

(Reproduce as per Form-3 of Appendix-II)

Annex-4

Approved Sub-Consultant(s)

(Refer Clause 4.7)

(Reproduce as per Form-15 of Appendix-I)

Annex-5

Cost of Services

(Refer Clause 6.1)

(Reproduce as per Form-2 of Appendix-II)

Annex-6

Payment Schedule*(Refer Clause 6.3)*

Stage	Deliverable	Cumulative time frame (months)	Percentage payment
Signing of Contract		D	Nil
Stage I Data Collection and Site Analysis	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).	D+ 0.5	10%
	Site Assessment Report (as per activities listed under Clause 3.3 of the Scope of Work)	D+ 2.5	5%
Stage II Development Sectors and Delineation of development boundary	Draft area delineation and development sector identification (as per activities listed under Clause 3.4 of the Scope of Work)	D+ 4.5	5%
	Final Area Delineation and development sector identification (as per activities listed under Clause 3.4 of the Scope of Work)	D+ 5.0	10%

Stage	Deliverable	Cumulative time frame (months)	Percentage payment
Stage-III Master Plan and EIA/ CRZ	Draft Master Plan report including infrastructure plan (as per activities listed under Clause 3.5 of the Scope of Work)	D+ 10.0	5%
	Submission of draft EIA/ CRZ reports (as per activities listed under 3.5 of the Scope of Work)	D+ 10.0	5%
	Draft Design Guidelines and preliminary costing (as per activities listed under 3.5 of the Scope of Work)	D+ 12.0	5%
	Final Master Plan, infrastructure plan, design guidelines and preliminary costing after suitably incorporating suggestions received on the draft report (as per activities listed under 3.5 of the Scope of Work)	D+ 14.0	10%
	Submission of final EIA/ CRZ reports (as per activities listed under 3.5 of the Scope of Work)	D+ 14.0	5%
Stage IV Preliminary Engineering Design Reports	Analysis, demand projection, Alternative options for site location and detail development programme for port	D+ 5	Nil
	Draft PEDR for port/transshipment terminal	D+ 7	2%
	Final PEDR for	D+ 9	2%

Stage	Deliverable	Cumulative time frame (months)	Percentage payment
	port/transshipment terminal		
	Site Analysis, demand projection, alternative options for site location and detail development programme for international Airport.	D+ 5	Nil
	Draft PEDR for International Airport	D+ 7	2%
	Final PEDR for International Airport	D+ 9	2%
	Site Analysis, demand projection, Alternative options for site location and detail of technology proposed for treatment and distribution for water and waste water treatment.	D+ 14	Nil
	Draft PEDR for Water and Waste Water treatment system	D+ 16	2%
	Final PEDR for Water and Waste Water treatment system	D+ 18	2%
	Site Analysis, demand projection, Alternative options for site location and detail of technology proposed for power generation and distribution	D+ 14	Nil
	Draft PEDR for power generation and distribution	D+ 16	2%
	Final PEDR for power generation and distribution	D+ 18	2%

Stage	Deliverable	Cumulative time frame (months)	Percentage payment
	Site Analysis, demand projection, Alternative options for site location and detail of technology proposed for Jetty/marina for public transport and connectivity purpose	D+ 14	Nil
	Draft PEDR for Jetty/marina for public transport and connectivity purpose	D+ 16	2%
	Final PEDR for Jetty/marina for public transport and connectivity purpose	D+ 18	2%
Stage V Implementation Framework & financial feasibility	Draft financial feasibility report and project structuring report (as per activities listed under 3.7 of the Scope of Work)	D+ 16	10%
	Final financial feasibility and project structuring report after suitably incorporating suggestions received on the draft report. Also preparation of data/information/documents required for any other clearances for the identified projects.	D+ 18	10%

^s Excludes the time taken by the Authority in providing its comments on the Draft Reports. The Consultant shall get one week for submission of the Final Reports after comments of the Authority are provided.

Notes:

1. *The above payments shall be made to the Consultant provided that the payments to be made at any time shall not exceed the amount certified by the Consultant in its Statement of Expenses.*
2. *All Reports shall first be submitted as draft reports for comments of the Authority. The Authority shall provide its comments no later than 3 (three) weeks from the date of receiving a draft report and in case no comments are provided within such 3 (three) weeks, the Consultant shall finalise its report. Provided, however, that the Authority may take upto 4 (four) weeks in providing its comments on the Draft Reports.*
3. *Master Plan shall be completed in 18 (eighteen) months excluding the time taken by the Authority in providing its comments on the Draft Report. The Consultant may take 1 (one) week for submitting its Final Report after receipt of comments from the Authority.*
4. *Mobilisation Advance upto 10% (ten per cent) of the total Agreement Value shall be paid on request against Bank Guarantee of a Scheduled Bank. This shall attract 10% (ten per cent) simple interest per annum and shall be adjusted against the first 4 (four) bills in four equal instalments and the accrued interest will be recovered from the 5th (fifth) bill.*

Annex- 7

Bank Guarantee for Performance Security

(Refer Clause 7.1.2)

To

[The President of India /Governor of]

acting through

.....

.....

.....

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

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

2. We, (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Authority stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Authority by reason of breach by the said Consultant of any of the terms or conditions contained in the said Agreement or by reason of the Consultant's failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. (Rupees
3. We, (indicate the name of the Bank) do hereby undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the Consultant in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Consultant shall have no claim against us for making such payment.
4. We, (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be required for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Authority under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Authority certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Consultant and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.
5. We, (indicate the name of Bank) further agree with the Authority that the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Consultant from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said Consultant and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Consultant or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Consultant or any such matter or thing whatsoever which under the law

relating to sureties would, but for this provision, have the effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s).
7. We, (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.
8. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. crore (Rupees crore) only. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with Paragraph 2 hereof, on or before [..... (indicate the date falling 365 days after the date of this Guarantee)].

For

Name of Bank:

Seal of the Bank:

Dated, theday of, 20.....

(Signature, name and designation of the authorised signatory)

NOTES:

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

SCHEDULE-3

(See Clause 2.3.3)

Guidance Note on Conflict of Interest

1. This Note further explains and illustrates the provisions of Clause 2.3 of the RfP and shall be read together therewith in dealing with specific cases.
2. Consultants should be deemed to be in a conflict of interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of consultants should avoid both actual and perceived conflict of interest.
3. Conflict of interest may arise between the Authority and a consultant or between consultants and present or future concessionaries/ contractors. Some of the situations that would involve conflict of interest are identified below:
 - (a) Authority and consultants:
 - (i) Potential consultant should not be privy to information from the Authority which is not available to others;
 - (ii) potential consultant should not have defined the project when earlier working for the Authority;
 - (iii) potential consultant should not have recently worked for the Authority overseeing the project.
 - (b) Consultants and concessionaires/contractors:
 - (i) No consultant should have an ownership interest or a continuing business interest or an on-going relationship with a potential concessionaire/ contractor save and except relationships restricted to project-specific and short-term assignments; or
 - (ii) no consultant should be involved in owning or operating entities resulting from the project; or
 - (iii) no consultant should bid for works arising from the project.

The participation of companies that may be involved as investors or consumers and officials of the Authority who have current or recent connections to the companies involved, therefore, needs to be avoided.

4. The normal way to identify conflicts of interest is through self-declaration by consultants. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the Authority. All conflicts must be declared as and when the consultants become aware of them.
5. Another approach towards avoiding a conflict of interest is through the use of “Chinese walls” to avoid the flow of commercially sensitive information from one part of the consultant’s company to another. This could help overcome the problem of availability of limited numbers of experts for the project. However, in reality effective operation of “Chinese walls” may be a difficult proposition. As a general rule, larger companies will be more capable of adopting Chinese walls approach than smaller companies. Although, “Chinese walls” have been relatively common for many years, they are an increasingly discredited means of avoiding conflicts of interest and should be considered with caution. As a rule, “Chinese walls” should be considered as unacceptable and may be accepted only in exceptional cases upon full disclosure by a consultant coupled with provision of safeguards to the satisfaction of the Authority.
6. Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if consultants drawing up the terms of reference or the proposed documentation are also eligible for the consequent assignment or project.
7. Another form of conflict of interest called “scope–creep” arises when consultants advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of the Authority but which will generate further work for the consultants. Some forms of contractual arrangements are more likely to lead to scope-creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built in incentives for consultants to extend the length of their assignment.
8. Every project contains potential conflicts of interest. Consultants should not only avoid any conflict of interest, they should report any present/potential conflict of interest to the Authority at the earliest. Officials of the Authority involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.

APPENDICES

APPENDIX-I

(See Clause 2.1.3)

TECHNICAL PROPOSAL

Form-1

Letter of Proposal

(On Applicant's letter head)

(Date and Reference)

To,

.....
.....
.....

Sub: Appointment of Consultant for preparation of Master Plan for holistic development of Great Nicobar Island in Andaman & Nicobar Islands

Dear Sir,

With reference to your RfP Document dated, I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Consultant for the Project. The proposal is unconditional and unqualified.

2. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
4. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

6. I/We certify that in the last three years, we or any of our Associates 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.
7. I/We declare that:
 - (a) I/We have examined and have no reservations to the RfP Documents, including any Addendum issued by the Authority;
 - (b) I/We do not have any Conflict of Interest in accordance with Clause 2.3 of the RfP Document;
 - (c) I/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 Clause 4.3 of the RfP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - (d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RfP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/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 in accordance with Clause 2.8 of the RfP document.
9. I/We declare that we/any member of the consortium, are/is not a Member of a/any other Consortium applying for Selection as a Consultant.
10. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates 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.
11. I/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 Associates.

12. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.⁵
13. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority [and/ or the Government of India] in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.
14. The Bid Security of Rs. (Rupees) in the form of a Demand Draft is attached, in accordance with the RfP document.
15. I/We agree and understand that the proposal is subject to the provisions of the RfP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
16. I/We agree to keep this offer valid for 90 (ninety) days from the Proposal Due Date specified in the RfP.
17. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith in Form-4A/4B.
18. In the event of my/our firm/ consortium being selected as the Consultant, I/we agree to enter into an Agreement in accordance with the form at Schedule–2 of the RfP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
19. I/We have studied RfP and all other documents carefully and also surveyed the Project site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect

⁵ In case the Applicant is unable to provide the certification specified in Paragraph 12, it may precede the Paragraph by the words viz. “Except as specified in Schedule hereto”. The exceptions to the certification or any disclosures relating thereto may be clearly stated in a Schedule to be attached to the Application. The Authority will consider the contents of such Schedule and determine whether or not the exceptions/disclosures are material to the suitability of the Applicant for pre-qualification hereunder.

of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.

20. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
- 21 I/We agree and undertake to abide by all the terms and conditions of the RfP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RfP Document.

Yours faithfully,

(Signature, name and designation of the authorised signatory)
(Name and seal of the Applicant / Lead Member)

APPENDIX-I

Form-2A**Particulars of the Applicant**

1.1	Title of Consultancy: PREPARATION OF MASTER PLAN
1.2	Title of Project: Great Nicobar Island in Andaman & Nicobar Islands
1.3	State whether applying as Sole Firm or Lead Member of a consortium: Sole Firm or Lead Member of a consortium
1.4	State the following: Name of Company or Firm: Legal status (e.g. incorporated private company, unincorporated business, partnership etc.): Country of incorporation: Registered address: Year of Incorporation: Year of commencement of business: Principal place of business: Brief description of the Company including details of its main lines of business Name, designation, address and phone numbers of authorised signatory of the Applicant: Name: Designation: Company: Address:

	<p>Phone No.:</p> <p>E-mail address:</p>
1.5	<p>If the Applicant is Lead Member of a consortium, state the following for each of the other Member Firms:</p> <p>(i) Name of Firm:</p> <p>(ii) Legal Status and country of incorporation</p> <p>(iii) Registered address and principal place of business.</p>
1.6	<p>For the Applicant, (in case of a consortium, for each Member), state the following information:</p> <p>(i) In case of non Indian Firm, does the Firm have business presence in India?</p> <p style="text-align: right;">Yes/No</p> <p>If so, provide the office address(es) in India.</p> <p>(ii) Has the Applicant or any of the Members in case of a consortium been penalized by any organization for poor quality of work or breach of contract in the last five years?</p> <p style="text-align: right;">Yes/No</p> <p>(iii) Has the Applicant/ Member ever failed to complete any work awarded to it by any public authority/ entity in last five years?</p> <p style="text-align: right;">Yes/No</p> <p>(iv) Has the Applicant or any member of the consortium been blacklisted by any Government department/Public Sector Undertaking in the last five years?</p> <p style="text-align: right;">Yes/No</p> <p>(v) Has the Applicant or any of the Members, in case of a consortium, suffered bankruptcy/insolvency in the last five years?</p> <p style="text-align: right;">Yes/No</p> <p>Note: If answer to any of the questions at (ii) to (v) is yes, the Applicant is not eligible for this consultancy assignment.</p>
1.7	<p>Does the Applicant's firm/company (or any member of the consortium) combine functions as a consultant or adviser along with the functions as a contractor and/or a manufacturer?</p> <p style="text-align: right;">Yes/No</p> <p>If yes, does the Applicant (and other Member of the Applicant's</p>

	<p>consortium) agree to limit the Applicant’s role only to that of a consultant/ adviser to the Authority and to disqualify themselves, their Associates/ affiliates, subsidiaries and/or parent organization subsequently from work on this Project in any other capacity?</p> <p style="text-align: right;">Yes/No</p>
<p>1.8</p>	<p>Does the Applicant intend to borrow or hire temporarily, personnel from contractors, manufacturers or suppliers for performance of the Consulting Services?</p> <p style="text-align: right;">Yes/No</p> <p>If yes, does the Applicant agree that it will only be acceptable as Consultant, if those contractors, manufacturers and suppliers disqualify themselves from subsequent execution of work on this Project (including tendering relating to any goods or services for any other part of the Project) other than that of the Consultant?</p> <p style="text-align: right;">Yes/No</p> <p>If yes, have any undertakings been obtained (and annexed) from such contractors, manufacturers, etc. that they agree to disqualify themselves from subsequent execution of work on this Project and they agree to limit their role to that of consultant/ adviser for the Authority only?</p> <p style="text-align: right;">Yes/No</p> <p style="text-align: center;">(Signature, name and designation of the authorised signatory)</p> <p style="text-align: right;">For and on behalf of</p>

APPENDIX-I

Form-2B

Format of Joint Bidding Agreement

(in case the Applicant is a Consortium)

(To be executed on stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 20... (hereinafter referred to as the “Agreement”)

AMONGST

1. [●], a company incorporated under the Companies Act, 1956/Companies Act, 2013 and having its registered office at (hereinafter referred to as the “First Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. [●], a company incorporated under the Companies Act, 1956/Companies Act, 2013 and having its registered office at..... (hereinafter referred to as the “Second Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. [●], a company incorporated under the Companies Act, 1956/ Companies Act, 2013 and having its registered office at..... (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, New Delhi (hereinafter referred to as the “**Authority**” which expression shall unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited proposals (the “**Applications**”), by its Request for Proposal No. dated..... (the “**RfP**”) for appointment of Technical Consultant for Preparation of Master Plan for Holistic Development of Great Nicobar Islands (the “**Consultancy**”).
- (B) The Parties are interested in jointly bidding for the Consultancy as members of a Consortium (the “**Members**”) and in accordance with the terms and conditions of the RfP and other bid documents in respect of the Consultancy, and
- (C) It is necessary condition under the Consultancy document that the members of the Consortium shall enter into this Joint Bidding Agreement and furnish a copy thereof with the Proposal.

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 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 (the “**Consultancy Agreement**”) with the Authority and for performing all obligations as the Consultant in terms of the Agreement 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/Lead Member 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 satisfactory completion of services;
- b. Party of the Second Part shall be [●];and
- c. Party of the Third Part shall be [●].

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 RfP and the Consultancy Agreement, for the performance of the said Agreement.

6. Member in Charge or Lead Member

Without prejudice to the joint and several liabilities of all the Parties, each Party agrees that it shall exercise all rights and remedies under the Agreement through the Member in Charge / Lead Member, and the Authority shall be entitled to deal with such Lead Member 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 Lead Member on any matters related to the Consultancy Agreement shall be deemed to have been on its behalf and shall be binding on it. The Authority shall be entitled to rely upon any such action, decision or communication from the Lead Member;
- b. consolidated invoices for the services in relation to the Consultancy performed by all the Members shall be prepared and submitted by the Lead Member and the Authority shall have the right to release payments solely to the Lead Member and the Authority shall not in any manner be responsible or liable for the inter se allocation of payments, works etc. among the Members;

- 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 Consultancy Agreement) and any such notice, communication, information or documents shall be deemed to have been delivered to all the Members.

7. Representation of the Parties

Each Party represents to the other Parties that as of the date of this Agreement:

- 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;
- (vi) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (vii) 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, RfP and the Consultancy Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the satisfactory completion of services, 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 Authority that it has not been selected and upon return of the Bid Security by the Authority.

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 Authority.

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

SIGNED, SEALED AND DELIVERED SIGNED, SEALED AND DELIVERED

For and on behalf of

MEMBER IN CHARGE BY: SECOND PART

(Signature)	(Signature)
(Name)	(Name)
(Designation)	(Designation)
(Address)	(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

THIRD PART

(Signature)
(Name)
(Designation)
(Address)

In the presence of:

- 1.
- 2.

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 affixed in accordance with the required procedure.

APPENDIX-I

Form-3

Statement of Legal Capacity

(To be forwarded on the letter head of the Applicant)

Ref. Date:

To,

.....
.....
.....

Dear Sir,

Sub: RfP for Consultant: Project

I/We hereby confirm that we, the Applicant (along with other members in case of consortium, the constitution of which has been described in the Proposal^s), satisfy the terms and conditions laid down in the RfP document.

I/We have agreed that (insert Applicant's name) will act as the Lead Member of our consortium.

I/We have agreed that (insert individual's name) will act as our Authorised Representative/ will act as the Authorised Representative of the consortium on our behalf and has been duly authorized to submit our Proposal. Further, the authorised signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of

^s Please strike out whichever is not applicable

APPENDIX-I

Form-4A

Power of Attorney

Know all men by these presents, we, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr / Ms..... son/daughter/wife and presently residing at, who is presently employed with us and holding the position of as our true and lawful attorney (hereinafter referred to as the “**Authorised Representative**”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the Consultant for Preparation of Master Plan for the Holistic Development of Great Nicobar Island, proposed to be developed by the (the “**Authority**”) 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 Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority 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 till the entering into of the Agreement with the Authority.

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

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20.....

For

(Signature, name, designation and address)

Witnesses:

1.

2.

Notarised

Accepted

.....

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

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 100 (hundred) and duly notarised by a notary public.*
- *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.*
- *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, Applicants from countries that have signed the Hague Legislation Convention 1961 need not get their Power of Attorney legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

APPENDIX-I

Form-4B

Power of Attorney for Lead Member (in case of Consortium)

(To be executed by all members of the Consortium)

Whereas NITI Aayog (the “Authority”) has invited proposals for selection of Technical Consultant for Preparation of Master Plan for holistic development of Great Nicobar Island.

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 Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the 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 Lead Member], having its registered office at [registered address], being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”) and hereby irrevocably authorise the Attorney (with power to sub- delegate to 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 Agreement, 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 Authority, and/or any other government agency or any person, in all matters in connection with or

relating to or arising out of the Consortium's bid for the Consultancy and/ or upon award thereof until the Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things 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

LEAD MEMBER 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 PART 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.

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 Event, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

APPENDIX-I

Form-5

Financial Capacity of the Applicant

(Refer Clause 2.2.2 (B))

S. No.	Financial Year	Annual Revenue ^{\$\$} (Rs./US \$ in million)
1.		
2.		
3.		

Certificate from the Statutory Auditor^s

This is to certify that (name of the Applicant) has received the payments shown above against the respective years on account of professional fees.

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorised signatory)

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

^{ss}The Applicant should provide details of its own Financial Capacity or of an Associate as specified in Clause 2.2.3 A

Note: Please do not attach any printed Annual Financial Statement.

APPENDIX-I

Form-6

Particulars of Key Personnel

S. No.	Designation of Key Personnel	Name	Education al Qualificat ion	Length of Professio nal Experien ce	Present Employment		No. of Eligible Assignm ents ^s
					Name of Firm	Emp loyed Since	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1.	Team Leader						
2.	Project Manager/Urban Planner						
3.	Economic/Financial Expert						
4.	Environmental Expert						
5.	Water & Infrastructure Resources Expert						
6.	Integrated Port Planning Expert						
7.	Airport Planning Expert						

^sRefer Form 9 of Appendix I Experience of Key Personnel

APPENDIX-I

Form-7

Proposed Methodology and Work Plan

The proposed methodology and work plan shall be described as follows:

1. Understanding of TOR (not more than two pages)

The Applicant shall clearly state its understanding of the TOR and also highlight its important aspects. The Applicant may supplement various requirements of the TOR and also make precise suggestions if it considers this would bring more clarity and assist in achieving the Objectives laid down in the TOR.

2. Methodology and Work Plan (not more than three pages)

The Applicant will submit its methodology for carrying out this assignment, outlining its approach toward achieving the Objectives laid down in the TOR. The Applicant will submit a brief write up on its proposed team and organisation of personnel explaining how different areas of expertise needed for this assignment have been fully covered by its proposal. In case the Applicant is a consortium, it should specify how the expertise of each firm is proposed to be utilised for this assignment. The Applicant should specify the sequence and locations of important activities, and provide a quality assurance plan for carrying out the Consultancy Services.

Note: Marks will be deducted for writing lengthy and out of context responses.

APPENDIX-I

Form-8**Abstract of Eligible Assignments of the Applicant[§]**

(Refer Clause 3.1.4)

S.No	Name of Project	Name of Client	Estimated capital cost of Project (in Rs. crore/ US\$ million)	Payment ^{§§} of professional fees received by the Applicant (in Rs. crore)
(1) [£]	(2)	(3)	(4)	(5)
1				
2				
3				
4				

[§] The Applicant should provide details of only those projects that have been undertaken by it under its own name and/or by an Associate specified in Clause 2.2.3A of Instructions to applicants.

^{§§} Exchange rate for conversion of US \$ shall be as per Clause 1.7.1.

[£] The names and chronology of Eligible Projects included here should conform to the project-wise details submitted in Form-10 of Appendix-I.

Certificate from the Statutory Auditor^s

This is to certify that the information contained in Column 5 above is correct as per the accounts of the Applicant and/ or the clients.

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorised signatory)

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

Note: The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Applicant.

APPENDIX-I

Form-9**Abstract of Eligible Assignments of Key Personnel[§]**

(Refer Clause 3.1.4)

Name of Key Personnel:

Designation:

S.No	Name of Project [§]	Name	Estimated capital cost of project (in Rs. cr./ US\$ million)	Name of firm for which the Key Personnel worked	Designation of the Key Personnel on the assignment	Date of completion of the assignment	Man days spent
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1							
2							
3							

[§] Use separate Form for each Key Personnel.^{§§} The names and chronology of projects included here should conform to the project-wise details submitted in Form-11 of Appendix-I.**Note:** The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Key Personnel.

APPENDIX-I

Form-10**Eligible Assignments of Applicant**

(Refer Clause 3.1.4)

1.	Name of Applicant:	
2.	Name of the Project:	
3.	Area of the project or other particulars	
4.	Description of services performed by the Applicant Firm:	
5.	Name of client and Address: (indicate whether public or private)	
6.	Name and telephone no. of client's representative:	
7.	Estimated capital cost of the Project (in Rs crore or US\$ million):	
8.	Payment received by the Applicant (in Rs. crore):	
9.	Start date of the services (month/ year):	
10.	Finish date of the services (month/ year):	
11.	Whether credit is being taken for the Eligible Assignment of an Associate (Yes/No)	
12.	Brief description of the Project:	
<p>It is certified that the aforesaid information is true and correct to the best of my knowledge and belief.</p> <p style="text-align: right;">(Signature and name of Key Personnel)</p>		

Notes:

1. Use separate sheet for each Eligible Project.

2. The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Applicant.
3. Exchange rate for conversion of US \$ shall be as per Clause 1.7.1.

APPENDIX-I

Form-11**Eligible Assignments of Key Personnel**

(Refer Clause 3.1.4)

1.	Name of Key Personnel:	
2.	Designation of Key Personnel:	
3.	Name of the Project:	
4.	Area of the project or other particulars	
5.	Name of Consulting Firm where employed:	
6.	Description of services performed by the Key Personnel (including designation):	
7.	Name of client and Address: (indicate whether public or private)	
8.	Name and telephone no. of client's representative:	
9.	Estimated capital cost of the Project (in Rs crore or US\$ million):	
10.	Start date of the services (month/year):	
11.	Finish date of the services (month/year):	
12.	Brief description of the Project:	
It is certified that the aforesaid information is true and correct to the best of my knowledge and belief.		
(Signature and name of Key Personnel)		

Notes:

1. Use separate sheet for each Eligible Project.
2. The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Key Personnel.
3. Exchange rate for conversion of US \$ shall be as per Clause 1.7.1.

APPENDIX-I

Form-12

Curriculum Vitae (CV) of Key Personnel

1. Proposed Position:
2. Name of Personnel:
3. Date of Birth:
4. Nationality:
5. Educational Qualifications:
6. Employment Record:

(Starting with present position, list in reverse order every employment held.)

7. List of projects on which the Personnel has worked

Name of project	Description of responsibilities
-----------------	---------------------------------

8. Details of the current assignment and the time duration for which services are required for the current assignment.

Certification:

- 1 I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.
- 2 I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications and my experience.

(Signature and name of the Key Personnel)

Place.....

(Signature and name of the authorised signatory of the Applicant)

Notes:

1. Use separate form for each Key Personnel
2. The names and chronology of assignments included here should conform to the project-wise details submitted in Form-9 of Appendix-I.
3. Each page of the CV shall be signed in ink and dated by both the Personnel concerned and by the Authorised Representative of the Applicant firm along with the seal of the firm. Photocopies will not be considered for evaluation.

APPENDIX-I

Form-13

Deployment of Personnel

S.No.	Designation	Name	Man Days (MD)		Week Numbers																				
			At Project site/Project Office	Away from Project site/Project Office (specify)	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	
1.																									
2.																									
3.																									
4.																									
5.																									

S.No.	Designation	Name	Man Days (MD)		Week Numbers																							
			At Project site/Project Office	Away from Project site/Project Office (specify)	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20				
6.																												
7.																												
8.																												
9.																												
10.																												
11.																												
12.																												
13.																												
14.																												

Appendices

S.No.	Designation	Name	Man Days (MD)		Week Numbers																			
			At Project site/Project Office	Away from Project site/Project Office (specify)	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Total Man days																								

APPENDIX-I

Form-14

Survey and Field Investigations

Item of Work/ Activity	To be carried out/ prepared by		Week																		
	Name	Designation	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19

APPENDIX-I

Form-15

Proposal for Sub-Consultant(s)

1. Details of the Firm				
Firm's Name, Address and Telephone				
Name and Telephone No. of the Contact Person				
Fields of Expertise				
No. of Years in business in the above Fields				
2. Services that are proposed to be sub contracted:				
3. Person who will lead the Sub- Consultant Name: Designation: Telephone No: Email:				
4. Details of Firm's previous experience				
Name of Work	Name, address and telephone no. of Client	Total Value of Services Performed	Duration of Services	Date of Completion of Services
1.				
2.				
3.				

(Signature and name of the authorised signatory)

Note:

1. The Proposal for Sub-Consultant(s) shall be accompanied by the details specified in Forms 12 and 13 of Appendix –I.
2. Use separate form for each Sub-Consultant

Appendix - I

Form-16

Format for Certificate from the Statutory Auditor/Company Secretary regarding Associate

In the event that credit is being taken for the eligible experience of an Associate as defined in Clause 2.2.3 A, the Applicant should also provide a certificate in the format below:

Certificate from the Statutory Auditor/Company Secretary regarding Associate[§]

Based on the authenticated record of the Company, this is to certify that more than 50% (fifty per cent) of the subscribed and paid up voting equity of(name of the Applicant/Associate) is held, directly or indirectly^{§§}, by(name of Associate/Applicant). By virtue of the aforesaid share-holding, the latter exercises control over the former, who is an Associate in terms of Clause 2.2.3 A of the RfP.

A brief description of the said equity held, directly or indirectly, is given below:

{Describe the shareholding of the Applicant and the Associate. In the event the Associate is under common control with the Applicant/Consortium, the relationship may be suitably described and similarly certified herein.}

Name of the audit firm:

Seal of the audit firm:

Date:

(Signature, name and designation of the authorised signatory)

[§] In the event that the Applicant exercises control over an Associate by operation of law or contract, this certificate may be suitably modified and copies of the relevant law/contract may be enclosed and referred to.

^{§§} In the case of indirect share-holding, the intervening companies in the chain of ownership should also be Associates, i.e., the share-holding in each such company should be more than 50% in order to establish that the chain of "control" is not broken.

APPENDIX-II

FINANCIAL PROPOSAL

Form-1

Covering Letter

(On Applicant's letter head)

(Date and Reference)

To,

.....

.....

.....

Dear Sir,

Subject: Appointment of Consultant for Preparation of Master Plan for the Holistic Development of Great Nicobar Island

I/We, (Applicant's name) herewith enclose the Financial Proposal for selection of my/our firm as Consultant for above.

I/We agree that this offer shall remain valid for a period of 90 (ninety) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

Note: The Financial Proposal is to be submitted strictly as per forms given in the RfP.

APPENDIX-II

(See Clause 2.1.3)

Form-2**Financial Proposal**

Item No.	Description	Amount (Rs.)
A.	RESIDENT PERSONNEL AND LOCAL COSTS	
I	Remuneration for Resident Professional Personnel (inclusive of all personal allowances)	
II	Remuneration for Resident Support Personnel (inclusive of all personal allowances)	
III	Office Rent	
IV	Office Consumables like stationery, communication etc.	
V	Office Furniture and Equipment (Rental)	
VI	Reports and Document Printing	
VII	Surveys & Investigations	
VIII	Miscellaneous Expenses	
	Sub-total Resident Personnel and Local Costs (A):	
B.	EXPATRIATE PERSONNEL	
I	Remuneration for Expatriate Personnel (inclusive of all personal allowances)	
	Subtotal Expatriate Personnel (B):	
	Total of Personnel and Local Costs (A+B):	
C.	POST REPORT CONSULTATIONS	
	2 man days each of:	
I	Team Leader	
II	Project Manager/Urban Planner	
III	Economic/Financial Expert	
IV	Environmental Expert	

V	Water & Infrastructure Resources Expert	
VI	Integrated Port Planning Expert	
VII	Airport Planning Expert	
	Subtotal Post Report Consultations (C):	
D	SUBTOTAL OF A+B+C	
E	OVERHEAD EXPENSES @.....% of (D)	
F	GST	
G	TOTAL (including taxes) (D+E+F) (in Rs.) In Indian Rupees(in figures) (in words)	
H	ADDITIONAL COSTS (not included in evaluation)	
I	Domestic travel from firm's office to the Project Office (restricted to three return economy class air fares for each Personnel)	
II	International travel from firm's office to the Project Office (restricted to two return full fare economy class air fares for each Expatriate Personnel)	
III	Return journeys from Project Office to Authority's office to attend meetings held by the Authority (provide indicative amount for three return fares)	
	Total of Additional Costs (H)	
I	TOTAL COST OF THE CONSULTANCY (G+H) In Indian Rupees (in figures) (in words)	

Note:

1. The financial evaluation shall be based on the above Financial Proposal, excluding Additional Costs. The total in Item G shall, therefore, be the amount for purposes of evaluation. Additional Costs in Item H shall not be reckoned for purposes of financial evaluation.
2. Estimate of Costs for Item A I, A II and B I shall be as per Form-3.

3. Miscellaneous Expenses in Item A VIII shall not exceed 15% (fifteen per cent) of the total amount in Item D.
4. Domestic Air Fare in Item H I shall not be payable to the Consultant's Personnel who are normally stationed in New Delhi
5. All costs shall be reimbursed on production of a Statement of Expenses, duly certified by the Authorised Representative. However, no details of expenditures would be sought for overhead expenses, which will be reimbursed in proportion to the total expenses under Item D.
6. The reimbursement of expenses shall be limited to the amounts indicated above.
7. Savings of upto 20% (twenty per cent) under any head of expenditure specified in the summary of Financial Proposal may be reappropriated by the Consultant and added to any other head of expenditure, subject to a ceiling of 10% (ten per cent) in respect of the recipient head of expenditure. Upon Notification of such reappropriation to the Authority, the Financial Proposal shall be deemed to be amended, and payment shall be made accordingly.
8. No escalation on any account will be payable on the above amounts.
9. All other charges not shown here and all insurance premia are considered included in the man day rate/ overhead/ miscellaneous expenses.
10. The Authority may require the Key Personnel to visit the Project/ the Authority's offices for further consultations after their Report has been accepted. The cost (remuneration including personal allowances) of 2 (two) man days of each Key Personnel is included in the Financial Proposal. The Authority may require upto 12 (twelve) extra days of consultation with any or all Key Personnel on payment of additional charges. For any increase as compared to the aforesaid 2 (two) days, payment shall be computed solely on the basis of relevant man day rates specified in the Financial Proposal. In all cases, return full fare economy class airfare shall be reimbursed in addition, as per actuals.
11. The Authority may require Professional Personnel to visit the Project/the Authority's offices for further consultations or undertake desk work after the report has been accepted. The Additional Costs on this account shall be paid to the Consultant as per agreed man day rates and economy return airfare as per actuals shall also be reimbursed. However, the total number of additional man days requisitioned hereunder shall not exceed 120 (one hundred and twenty).
12. All payments shall be made in Indian Rupees and shall be subject to applicable Indian laws withholding taxes if any.

13. For the purposes hereof “**Statement of Expenses**” means a statement of the expenses incurred on each of the heads indicated in the Financial Proposal; provided that in relation to expenses on Personnel, the Statement of Expenses shall be accompanied by the particulars of Personnel and the man days spent on the Consultancy.

APPENDIX-II

Form-3**Estimate of Personnel Costs**

ID	Position	Name	Man day Rate (Rs.)	Total Man Days	Amount (Rs.)
A I. Remuneration for Resident Professional Personnel (including all personal allowances)					
Total					
A II. Remuneration for Resident Support Personnel (including all personal allowances)					
Total					
B I. Remuneration for Expatriate Personnel (including all personal allowances)					

Appendices

Total:					

APPENDIX - III

LIST OF BID-SPECIFIC PROVISIONS^{\$}

A. Clauses with currency-based footnotes

1. Introduction.
2. Clause 2.2.3: Conditions of Eligibility of Applicants.
3. Clause 2.11.3: Amendment of RfP.

Note: The above footnotes marked “\$” shall be retained in the RfP for guidance of the Applicants while submitting their respective Proposals.

B. Schedules with non-numeric footnotes

All non-numeric footnotes marked “\$” in the Schedules shall be retained in the respective Schedules for guidance of the Applicants while submitting their respective Proposals.

C. Appendices with non-numeric footnotes

All non-numeric footnotes in the Appendices shall be retained in the respective Appendices for guidance of the Applicants. These shall be omitted by the Applicants while submitting their respective Proposals.

D. Schedules and Appendices with blank spaces

All blank spaces in the Schedules and Appendices shall be retained in the RfP. These shall be filled up when the format of the respective Schedule or Appendix is used.

APPENDIX IV: DESCRIPTION OF GREAT NICOBAR ISLAND

S. No.	Attributes	Details	
1	State/UT	Andaman & Nicobar Islands	
2	Unique-ID		
3	Site/Island Name	Great Nicobar Island	
4	Island Group Name	Nicobar Islands	
5	Area (ha.)	90700	
6	Latitude	93.8083° E	
7	Longitude	7.2063° N	
8	Island Category		
9	About Island	The Great Nicobar Island is a large-sized island with an area of about 907.35 Sq.Km. and a forest cover of about 95% of the island. The topography of the island is largely hilly with the presence of the north south range of hills in the eastern part of the island.	
10	Inhabited	Yes	
11	Demography (2011 Census)	Population	8046
		Number of House Holds	2180
		Sex Ratio	665
		Total Population (0-6 Years)	936
		Sex Ratio (0-6 Years)	922

		Population Density	Density of Nicobar District -20
		Ethnicity/ST population	1214
12	Fresh Water Source and Water Supply		Several streams/rivers many of which are perennial in nature
13	Hydrological Data		
14	Climate-Rainfall, Wind		The island receives annual average rainfall of 2857 mm
15	Agriculture		Paddy, coconut, fruits and vegetables
16	Flora		The Island has over 2075 species of flora, out of which 158 species are endemic to Great Nicobar.
17	Fauna		There are 1800 recorded animal species, including the crab eating Macaque, Nicobar Tree Shrew, Dugong, Nicobari Megapode, Serpent Eagle, Salt water Crocodile, Marine Turtles and Reticulated Python, which are endemic/ endangered.
18	Herbs of Medicinal Value		-
19	Forest		
20	Sanctuary		
21	Protected Islands		-
22	Presence of Ecologically Sensitive Area (ESA)		-
23	Tourist Important Places		The major tourist spots in Great Nicobar include (i) B - Quarry Beach (ii) Joginder Nagar Beach (iii) Shastri Nagar Beach (iv) Great Nicobar Biosphere Reserve

		(v) Galathea wild life sanctuary(vi) Indira Point.
24	able tourist activities	Guest houses and hotels
25	structure	Boat service, Berthing, Passenger Boat Station, Helipad, Minor Port, Jetties, Lighted Beacon, Port Signal, Light House
26	Transport	Boat service, Roads
27	Commercial Activity	Fishing, Agriculture
28	Industries	-
29	Shortest Distance from mainland	-
30	Nearest airport	Present airport of the Indian Navy at Great Nicobar, INS Baaz at Campbell Bay Veer Savarkar International Airport, Port Blair
31	Nearest port	Port Blair
32	Distance to nearest airport (Km)	544 sq.km
33	Telecom/Internet Connectivity	Landline and Broadband
34	Terrestrial/Satellite Availability Television/Radio	-
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	-
Note- The data is subject to verification by the local administration/consultants.		