REQUEST FOR PROPOSAL

Appointment of Consultant

for

Development of Commercial Complex-cum-Multiplex and Hotel

through Private Participation in Port Blair

General Manager,

Andaman and Nicobar Islands Integrated Development Corporation Ltd.(ANIIDCO),

Port Blair – 744 101

Tel: 03192 – 232098, aniidco@gmail.com

Index

Sl.No.	Particualrs	Page No.
1.	Notice inviting tender	**3**
2.	Terms of reference	**6**
3.	Instructions to consultants	**9**
4.	Technical proposal – standard forms	**14**
5.	Financial proposal – standard forms	**31**
6.	Contract agreement	**34**
7.	Check list	**63**

Section 1.

No. 1-734/ANIIDCO/

ANDAMAN AND NICOBAR ISLANDS INTEGRATED DEVELOPMENT CORPORATION LIMITED(ANIIDCO)

***

Port Blair, dated the 27th June , 2011

NOTICE INVITING TENDER

Andaman and Nicobar Islands Integrated Development Corporation Ltd.(ANIIDCO) invites sealed tenders from experienced Consultants/Consortium of Consultants for **"Project Development Advisory Services for development of a Commercial Complex-cum-Multiplex and Hotel through private participation in Port Blair".**

1. Details of Work: Assisting ANIIDCO to develop Commercial Complex-cum-Multiplex and Hotel through Private Participation right from project conceptualization, selection of a private sector developer/investor for the project and selection of O&M contractor for operation of hotel.

1.1	Time for completion	: 6 Months
1.2	Earnest money deposit	: ₹ 25,000/-
1.3	Date and time of pre bid meeting	: 3 p.m. on 22.07.2011
1.4	Venue of pre bid meeting	: Conference hall, Vikas Bhawan, Port Blair.
1.5	Last date & time of receipt of tenders	: 3 p.m. on 26.08.2011
1.6	Date & time of opening of cover No.1 ((Technical Bid)	: 3.30 pm on 26.08.2011
1.7	Date & time of opening of cover No. 3 (Financial bid)	: To be announced after opening of technical bid

2. Eligibility Criteria for participation in the tender:

2.1 The consultant must have minimum five years of experience in providing services for project development through private sector participation for Central or State Govt. Deptts./Undertakings.

2.2 Consultant must have successfully concluded atleast two assignments for development of shopping mall/multiplex/hotels/resorts/theme park with minimum project cost of atleast ₹ 15.00 crores each in last 5 years.

2.3 Consultants firm should not have incurred losses during last three years as on 31/03/2010 or 31/03/2011.

2.4 Consultant should have well qualified and experienced engineers/ architects/ professionals working with them.

The Consultant will be selected based on lowest cost subject to the following:

a) The firm meeting the pre-qualification criterion as laid down in the tender document.
b) Its Technical Proposal is in substantial compliance with this RFP.

3. Earnest Money Deposit:

Tenderers are required to submit EMD in the form of DD/Banker's cheque/Pay Order/ of any Nationalized Bank or scheduled commercial bank in favour of the General Manager, ANIIDCO payable at Port Blair along with their offer.

4. The Tenders shall be submitted in two covers namely **Cover No.: 1- Technical proposal** and **Cover No.: 2 Financial proposal**. The financial proposal of only those tenderers will be opened who qualify in the technical proposal. Financial proposals/ bids of tenderers who do not qualify shall not be opened and returned to them.

4.1 The first cover, i.e. **Cover No. 1** shall contain the pre-qualification documents as per format given in section 4 of the tender (RFP) documents along with EMD of ₹ 25,000/-.

4.2 **Cover No. 2** shall contain only financial proposal/ bid. Tenders not submitted in two covers marked 1 & 2 as stated above will be summarily rejected.

5. Details of Tender are also hosted on the website www.and.nic.in. For any clarifications or further details correspondence can be made on the following e mail I.D aniidco@gmail.com and telephone numbers 03192 – 232098.

6. Tender documents can be obtained from the Manager(New Projects), ANIIDCO, Vikas Bhawan, Port Blair by remitting ₹ 1,000/-. The tender documents can also be downloaded from the website. In case the tender document is downloaded from the website, the tenders may be submitted alongwith a DD/Cheque for ₹ 1,000/- in favour of General Manager, ANIIDCO being the cost of the tender documents. Consultants, those who download the document from the website shall send a fax message to the General Manager, ANIIDCO Ltd. for receiving further clarifications or comments regarding the tender document.

Managing Director, ANIIDCO reserves the right to accept or reject any or all the tenders without assigning any reason thereof.

General Manager,
ANIIDCO

Section 2. Terms of Reference

Terms of Reference for Appointment of Consultant (Technical Advisor) for providing Project Development Advisory Services for Development of Commercial Complex-cum-Multiplex and Hotel through private participation in Port Blair

1. Background

Andaman & Nicobar Islands Integrated Development Corporation Ltd. (ANIIDCO), has identified around 10,000 sq. mtrs. land, at Port Blair for development of Commercial Complex-cum-Multiplex and Hotel through private participation. Hotel should be a budget city hotel having atleast 60 rooms, restaurant, lobby, Bar, office room, 100 seater conference hall etc. confirming norms of 3 star categorization of Ministry of Tourism, Government of India. Private developer to finance and construct the project and sub lease the commercial space. ANIIDCO to operate the hotel through O&M contractor.

2. The Objective

The objective of this assignment is to engage a Consultant (Technical Advisor), who will be assisting/guiding ANIIDCO to develop Commercial Complex-cum-Multiplex and Hotel through Private Participation right from project conceptualization, selection of a private sector developer/ investor for the project and selection of O&M contractor for operation of hotel.

3. Scope of Work for the Selected Firm

The broad scope of work shall cover the following activities and the Consultant (Technical Advisor) is expected to adequately detail these activities/components as part of their Proposal. The Consultant is also free to suggest any alternatives/changes to meet the objectives better, provided that such deviations are properly justified and implemented in an optimal manner.

The Consultant shall undertake the following:

- **Preparation of Inception Report**

  (i) Inspect the identified site to attain first hand idea of the potential/constraints/opportunities which exist for development of Commercial Complex-cum-Multiplex and Hotel.

  (ii) List out permissible activities, concept plan including area required for development of hotel and commercial complex, estimated project cost, feasibility of the project, project model, bidding parameters etc.

  (iii) Detailed work plan with time lines.

- **Bid processing Management for selection of developer**

  (i) Preparation of Request for Proposal (RFP) document comprising Instructions to Bidders, Project Information Memorandum (encompassing project features and business plan) and draft Lease-Cum-Development Agreement, preparation of draft Press Notification inviting bids including recommending suitable qualification/eligibility criteria; assist ANIIDCO in issue of RFP documents and providing clarifications thereon to bidders, if sought.

  (ii) Techno-commercial evaluation of bids received including evaluation of qualifications and submission of Bid Evaluation Report to ANIIDCO recommending preferred bidder.

- **Bid Process Management and selection of O&M contractor**

  (i) Preparation of Request for Proposal (RFP) document comprising Instructions to Bidders, Project Information Memorandum (encompassing project features and business plan) O&M contract, preparation of draft Press Notification inviting bids including recommending suitable qualification/eligibility criteria; assist ANIIDCO in issue of RFP documents and providing clarifications thereon to bidders, if sought.

  (ii) Techno-commercial evaluation of bids received including evaluation of qualifications and submission of Bid Evaluation Report to ANIIDCO recommending preferred bidder

- Provide all necessary inputs and assistance required by ANIIDCO.

****

4. List of Deliverables, Timelines and Payment terms

Time is the essence of this consultancy assignment. The total time period of the assignment shall be around six months, which includes time given for the developers to submit their bids. The consultant shall adhere to the following time schedules (mile stones) with respect of the date of execution of the agreement/release of mobilisation fee for this assignment.

S.No.	Milestone/Deliverable	Schedule/Time Line	Payment terms
1.	Submission of Inception Report	Within 30 days from the date of release of order.	20 %
2.	Finalization of RFP documents and Press Notification	Within 60 days from the date of release of order.	50 %
3.	Submission of Bid Evaluation Report for selection of developer.	Within 7 days from date of receipt of bids	15 %
4.	Submission of Bid Evaluation Report for selection of O&M Contractor for hotel.	Within 7 days from date of receipt of bids	15 %

Section 3. Instructions to Consultants

1.Introduction

1.1 The Consultants are invited to submit Technical Proposal as per the formats given in Section 4 and a Financial Proposal as per the formats given in Section 5, in **2 separate sealed covers for the consultancy/Advisory services required for the assignment.** The selection process would be subject to the Technical Proposal is in substantive compliance with the RFP requirements. The Proposal will form part of the contract with the selected consultants.

1.2 The 2 envelops shall be separately sealed with contents as follows:
Envelope 1 : Technical Proposal
Envelope 2: Financial Proposal
The individual sealed envelopes shall be clearly superscribed with the title of the project, followed by, Technical offer or Financial offer as the case may be. All the 2 envelopes then shall be separately put in an outer cover and sealed, super scribed with the title of the Project and due date.

The client does not take responsibility of misplacement of the bids or parts of it and/or opening of the wrong envelope if the above instruction is not followed.

1.3 Consultants should familiarize themselves with complete local conditions and take them into account in preparing their Proposals.

1.4 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. ANIIDCO is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

2. Client's Interest

2.1 Consultants shall provide professional, objective, and impartial advice and at all times hold ANIIDCO's interests paramount.

3. Proposal Validity

3.1 The Financial Proposal to be submitted by the Consultants should be firm and valid for a period of 90 days from the last date of submission of the proposal. In case the proposal is not finalised within the above period validity maybe extended.

4. Clarifications

4.1 Consultants may request clarifications on the RFP document before pre-bid meeting. Any request for clarification must be sent in writing or by E-Mail.

4.2 At any time before the submission of Proposals, ANIIDCO may amend the RFP by issuing an addendum and the same shall be placed on the website www.and.nic.in

5. Submission, Receipt, and Opening of Proposals

5.1 The technical proposal and financial proposal shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections.

5.2 An authorized representative of the Consultants shall initial all pages of the original Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign.

5.3 The Technical Proposal shall be placed in a separate sealed envelope clearly marked "Technical Proposal". Similarly, the Financial Proposal shall be placed in a separate sealed envelope clearly marked "Financial Proposal". The envelopes containing Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the Name of the Assignment, submission address, opening date etc.

5.4 The Proposals must reach ANIIDCO latest on or before **26.08.2011 at 3.00 pm** delivered in person or by Registered Post or by Courier. Any proposal received by ANIIDCO after the deadline for submission shall be returned unopened.

5.5 ANIIDCO shall open the Technical Proposal **on 26.08.2011 at 3.30 p.m.** publicly in the presence of the Consultants' representatives who choose to attend.

5.6 Only those consultants whose proposals are in compliance to the RFP would be evaluated. Proposal without the requisite EMD would be out-rightly rejected.

5.7 The requirement of pre-qualification are as below:

(i) The consultant must have minimum five years of experience in providing services for project development through private sector participation to Central or State Government Departments/ Undertakings.

(ii) Consultant must have successfully concluded atleast two assignments for development of shopping mall/multiplex/ hotels/resorts/theme park with minimum project cost of atleast ₹ 15.00 crores in last 5 years.

(iii) Consultants firm should not have incurred losses during last three years as on 31.3.2010 or 31.3.2011.

(iv) Consultants should have well qualified and experienced engineers/ architects/ professionals working with them.

5.8 The evaluation of the bid shall be done based on lowest cost based subject to the proposal meeting pre-qualification criteria and technical proposal is in completion with RFP. Consultants are required to submit the technical proposal as per formats given in Section 4.

5.9 The consultant whose Technical Proposal meets substantial requirements of RFP and meeting the pre-qualification criteria as per clause 5.7 shall be taken up for opening of Financial Proposal and date and time for opening of Financial Proposal shall be intimated later.

5.10 In case of consortium the above eligibility criteria shall be evaluated on the combined strength of applicant consortium. The applicant consortium must specify a lead applicant and there must be a legally binding agreement signed by authorized signatories of all consortium members and power of attorney in favour of lead member as per format at Tech 8 and 9 respectively.

6 Availability of Professional staff/experts

6.1 ANIIDCO will require assurances that the Professional staff proposed for the assignment by the Consultant will be actually available. ANIIDCO will not consider substitutions during the contract unless both parties agree in writing to any substitution. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate.

7. Confidentiality

7.1 The Selected Consultant shall keep all the information pertaining to the assignment CONFIDENTIAL and shall not provide/disclose any information of the assignment to anybody except on specific instructions from ANIIDCO.

8. Property Rights of Assignment Outputs

8.1 Consultant shall hand over soft copies of all the deliverables including workable Financial Models with all linkages as developed for the assignment and all

related workings & outputs of the assignment generated for executing the assignment as & when requested by ANIIDCO during the course of the assignment and on successful completion of the assignment.

8.2 Such deliverables including Financial Models and related outputs are the Sole Property of ANIIDCO and the Consultant shall treat all these information Confidential and shall not share with anybody else except on specific written instructions by ANIIDCO.

9. Contract Agreement

The successful applicant/bidder shall sign an agreement before the commencement of the assignment incorporating the time limit for the Scope of Work as specified in the "List of Deliverables & Timelines" and other Terms and Conditions stipulated in this RFP as per format at Section 6.

10. Performance Guarantee

The successful Project Development Advisor shall, before signing the agreement and within the period specified in the letter of acceptance of his proposal, deposit a sum equivalent to **5%** of the value of the contract as performance guarantee /Security in the form of D.D/Bank Guarantee from any Nationalized Bank payable to the General Manager, ANIIDCO Ltd., Port Blair. The Performance guarantee should be valid till a period of 60(sixty) days beyond the date of completion of all contractual obligations. If the successful Project Development Advisor fails to deposit the Performance guarantee /security and execute the agreement as stated above, the earnest money deposited by him will be forfeited in favour of ANIIDCO and the contract will be arranged elsewhere at the defaulter's risk and any loss incurred by ANIIDCO on account of the delay in execution of the contract will be recovered from the defaulter who will, however, not be entitled to any gain accruing thereby.

11. Liquidated damages

If the Project Development Advisor fails to complete the project within the stipulated time/period specified in the contract, ANIIDCO shall without prejudice to its other remedies under the contract, deduct from the contract price as liquidated damages, a sum equivalent to 2% of the quoted consultation fee for delay period of every 15 days or part thereof up to a maximum deduction of 10% of the contract prices of the delayed services. Once the maximum is reached,

ANIIDCO may consider termination of the contract at the risk and cost of the Project Development Advisor.

12. Pre-bid meeting

A pre-bid meeting will be held at the conference hall of Vikas Bhawan, ANIIDCO Ltd., Port Blair on **22.07.2011 at 3 p.m.**

Section 4. Technical Proposal - Standard Forms

TECH-1 Technical Proposal Submission Form

TECH-2 Company profile

TECH-3 Evidence of meeting Pre-qualification criteria

A - Consultant's Experience

B – Details of two similar work execution

C - Consultant's Financials

D – Detail of professional staff

TECH-4 Description of the Approach, Methodology and Work Plan for Performing the Assignment

TECH-5 Team Composition and Task Assignments

TECH-6 Work Plan

TECH-7 Format for Memorandum of Understanding in case of a consortium

TECH-8 Format for Power of attorney for lead member of consortium.

Form: TECH-1 Technical Proposal Submission Form

To: [*Location, Date*]

The General Manager,
ANIIDCO Ltd.,
Port Blair – 744 101

Dear Sirs:

We, the undersigned, offer to provide the **Consultancy/Project Development Advisory services for Development of Commercial Complex-cum-Multiplex and Hotel through private participation in Port Blair** in accordance with your Request for Proposal dated ....., 2011 and our Proposal. We are hereby submitting our Technical Proposal, sealed under a separate envelope.

We are submitting our Proposal in association with: [*Insert the list of Consortium Member with full name and address of each associated Consultant*]

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

If negotiations are held during the period of validity of the Proposal, i.e., 90 calendar days from the last date of proposal submission, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than 7 calendar days from the date of appointment. We understand you are not bound to accept any Proposal you receive.

Thanking You,

Yours Sincerely,

Authorized Signature [*In full and initials*]: _____
Name and Title of Signatory: _____
Name of Firm: _____
Address: _____

Form: TECH 2: Company profile

1. Name of applicant

   Head Office Address
   Telex No.
   Telephone No.
   Fax No.

   Regional Office Address
   Telex No.
   Telephone No.
   Fax No.

   Local Office Address in India
   Telex No.
   Telephone No.
   Fax No.

2. Place and year of incorporation (attach copy of certificate of incorporation)

3. Brief description of the Company

4. Main lines of Business

   (a) Domestic 1. Since

   2. Since

   (b) International 1. Since

   2. Since

5. Details of individual who will serve as the point of contact / communication within the firm (Lead Member in the case of a Consortium) with following information

a) Name
b) Designation
c) Company
d) Address
e) Telephone number
f) e- mail address
g) Fax number

6. Name, designation, address and phone number of authorized signatory of the Bidder

a) Name
b) Designation
c) Address
d) Phone No.
e) Fax No.
f) e- mail address

Note: Details under Sl. Nos.1, 2, 3 & 4 shall be furnished for each member in the case of Consortium.

Form: Tech -3 Evidence of meeting Pre-qualification criteria

A - Consultant's Experience

[Provide here necessary details and documentary evidence of Consultants experience for last five years]

Sl.No	Details of the Project	Role of the consultant in the project	Cost of the project	Remarks

B – Details of two similar work execution

[Provide here necessary details and documentary evidence of Consultants for two similar works]

Sl. No.	Details of the project	Role of the consultant	Cost of the project	Remarks

C - Consultant's Financials

[Provide financial statements for past 3 years]

(₹ in crore)

Sl. No.	Year	Annual turnover	Profit /loss	Remarks
1.	31/03/2008			
2.	31/03/2009			
3.	31/03/2010			
4.	31/03/2011			

D – Detail of professional staff

[Provide detail of qualified and experienced engineers /architects/ professionals]

Composition and Task Assignments

Professional Staff				
Sl.No.	Name of Staff	Qualification	Experience	Any additional information

Form: TECH-4 Description of Approach, Methodology for Performing the Assignment

[Technical approach and methodology are key components of the Technical Proposal.

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

Form: TECH-5 Team Composition and Task Assignments

Professional Staff				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

Form: TECH-6 Work Plan

N°	Activity[1]	Weeks									
		1	2	3	4	5	6	7	8	9	10
1											
2											
3											
4											
5											
6											

1 Indicate all main activities of the assignment, including delivery of reports, viz., inception, interim, and final reports, and other benchmarks such as Client approvals.
2 Duration of activities shall be indicated in the form of a bar chart.

FORM : TECH-7: MEMORANDUM OF UNDERSTANDING (MoU) (IN CASE OF CONSORTIUM)

(To be executed on Non-judicial Stamp Paper of proper value)

Whereas Andaman and Nicobar Islands Integrated Development Corporation Limited, Port Blair (hereinafter referred to as "ANIIDCO") has invited Request For Proposal(RFP) from Consultants for development of commercial complex cum multiplex and hotel in Port Blair(hereinafter referred to as "the Project").

And whereas it is necessary under the RFP for the members of a Consortium to submit as part of their RFP, a signed Memorandum of Understanding between them clearly indicating the roles and responsibilities of each of the members of the Consortium.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We,

1. …… Limited, a company incorporated under the Companies Act, 1956} and having its registered office at ……

AND

2. ……..…… Limited, a company incorporated under the Companies Act, 1956} and having its registered office at ……

AND

3. ……..… Limited, a company incorporated under the Companies Act, 1956 and having its registered office at ……

do hereby irrevocably constitute a Consortium (hereinafter collectively referred to as the "Consortium") for the purpose of jointly participating in the Bidding process and for executing the Project if awarded.

And this Memorandum of Understanding, which is legally binding is executed to participate in the Bidding process and undertake the Project if awarded, and the role and responsibility of the firms are ---------- (role and responsibilities of each firm for administrative arrangement for management and execution of Project). Shri/Smt. ---------- (name of the person) of ---------- (name of the firm), ---------- (name of the person) of ----------(name of the firm), ---------- (name of the person) of ---------- (name of the firm) and ----------- (name of the person) of ----------(name of the firm) are the authorized representatives of the respective firms.

And whereas it is necessary under the Bid conditions for the members of the Consortium to appoint and authorize one of them as Lead Member to do all acts, deeds and things in connection with the aforesaid Bid.

We hereby nominate and authorize ----------Ltd. as the Lead Member and our constituted attorney in our name and on our behalf to do or execute all or any of the acts or things in connection with the submission of this Bid and thereafter to do all acts, deeds and things on our behalf till the satisfactory completion of Project.

And we hereby agree that all acts, deeds and things done by our said attorney shall be construed as acts, deeds and things done by us and we undertake to ratify and confirm all and whatsoever that the said attorney shall do or cause to be done for us by virtue of the power hereby given.

And we hereby agree that all the members of this Consortium will be jointly and severally liable for the execution of this Project in all respects.

And we also hereby acknowledge and accept that the Memorandum of Understanding shall not be amended by us without the prior written consent of the CLIENT.

In witness hereof we have signed this deed on this the **----------**day of **----------**2011

SIGNED, SEALED & DELIVERED

By the _____ ___named _____ _____through its duly constituted attorneys

SIGNED, SEALED & DELIVERED

By the _____named _____through its duly constituted attorneys

SIGNED, SEALED & DELIVERED

By the _____named _____through its duly constituted attorneys

SIGNED, SEALED & DELIVERED

By the _____named _____through its duly constituted attorneys

Witnesses:

1……..……..(Notarised)

2……..……..

FORM : TECH-8 : POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM

(IN CASE OF CONSORTIUM, THIS IS TO BE EXECUTED BY THE MEMBERS OTHER THAN LEAD MEMBER)

Whereas Andaman and Nicobar Islands Integrated Development Corporation Limited, Port Blair (hereinafter referred to as "ANIIDCO") has invited has invited Request For Proposal(RFP) from Consultants for development of commercial complex cum multiplex and hotel in Port Blair(hereinafter referred to as "the Project").

Whereas …… and …… (collectively the "Consortium") are interested in jointly submission of Request For Proposal for the Project, and

Whereas it is necessary under the RFP conditions for the members of a Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's Bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, M/s…… having our registered office at ……., M/s…… having our registered office at …….. and M/s…… having our registered office at ……., hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s …….. having its registered office at ……., being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney").

We hereby irrevocably authorise the Attorney (with power to sub-delegate) and re-allot corresponding tasks of the consortium members to conduct all business for and on behalf of the Consortium and any one of us during the selection process and, in the event the Consortium is awarded the Project, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its RFP for the Project, including but not limited to signing and submission of all applications, RFP/bids and other documents and writings, participating in Interactive session, Pre-bid Meeting and other conferences, responding to queries, submitting information/ documents, signing the agreement and executing project and undertakings consequent to acceptance of the RFP/Bid of the Consortium and generally to represent the Consortium in all its dealings with the ANIIDCO, 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 RFP/Bid for the Project and/ or upon award thereof till the satisfactory completion of the Project.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully or otherwise 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 HEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS THE **----------**DAY OF **----------**2011

For……..
(Signature)
……

(Name & Title)

For……..
(Signature)
……
(Name & Title)

For……..
Signature)
……
(Name & Title)

Witnesses:

1……..(Notarised)

2……..

Section 5. Financial Proposal - Standard Forms

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of costs

Form: FIN-1 Financial Proposal Submission Form

[*Location, Date*]

To:

The General Manager,
ANIIDCO Ltd,
Vikas Bhawan,
Port Blair – 744 101

Dear Sir:

We, the undersigned, offer to provide the **Consultancy/Project Development Advisory services for Development of Commercial Complex-cum-Multiplex and Hotel through private participation in Port Blair**in accordance with your Request for Proposal dated ....., 2011 and our Technical Proposal. Our attached Financial Proposal is for the total all-inclusive sum of [*Insert amount(s) in words and figures*], exclusive of all taxes.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. 90 calendar days from the last date of submission of this Proposal.

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

Thanking You,

Yours Sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Form: FIN-2 Summary of Costs

Summary of costs

Item	Amount in Indian Rupees/ percentage (as applicable)	
	In figures (₹)	In words
I. Professional fees Total fees (Lumpsum) [A]		

Section 6: Contract agreement format

Agreement

between

ANIIDCO LTD.

&

(Project Development Advisor)

FOR DEVELOPMENT OF COMMERCIAL COMPLEX CUM MULTIPLEX AND HOTEL

PROJECT DEVELOPMENT ADVISORY AGREEMENT

This agreement is made at Port Blair on ……. day of ……..2011.

BETWEEN

Andaman and Nicobar Islands Integrated Development Corporation Ltd.(ANIIDCO), a Government Company incorporated under the provisions of the Companies Act represented by its General Manager having its registered office at Vikas Bhawan, Port Blair, A&N Islands (hereinafter called the "**First Party**" which expression shall, unless excluded by repugnancy by to the context, be deemed to include his successors and assigns) of the one part

AND

_____ (through its authorized representative ……,duly authorized to execute this contract hereinafter called the "**Second Party**", which expression shall, unless excluded by or repugnant to the context, be deemed to include his heirs, executors, administrators, assigns of the other part.

WHEREAS-

The First Party has invited the proposals for providing Project Development Advisory services as defined in the General Conditions of Contract annexed to this Contract (hereinafter called the "Services") for development of Commercial complex cum multiplex and hotel through private participation (hereinafter referred to a "Project"); and, The Second Party having represented to the First Party that it has the required professional skills, and personnel and technical resources, agreed to provide the Services on the terms and conditions set forth in this agreement.

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

The following documents attached hereto shall be deemed to form an integral part of this Contract, namely:-

(a) The General Conditions of Contract (hereinafter called "GC"); and,
(b) The following Appendices:-

I. Appendix A- Scope of Services ;
II. Appendix B- Key Deliverables ,Work Plan and Payment Schedule;
III . Appendix C- Key Personnel;
IV. Request for proposal (RFP);
V. Bid submitted by

The mutual rights and obligations of the First Party and the Second Party (hereinafter collectively called "the Parties") shall be as set forth in the Contract, in particular:-

(a) The Second Party shall carry out the Services in accordance with the provisions of the contract; and

(b) The First Party shall make payments to the Second Party in accordance with the provisions of the Contract.

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

WITNESSES **FIRST PARTY**

……

……

SECOND PARTY

.....

……

WITNESSES

1. .....
2. .....

General conditions of the Contract

Index

1. General Provisions
2. Commencement, Completion, Modification and termination of Contract
3. Obligations of the Second Party
4. Second Party's personnel and Sub-consultants
5. Obligations of the First Party
6. Payments to the Second Party
7. Fairness and Good Faith
8. Settlement of Disputes
9. Governing Law

GENERAL CONDITIONS OF CONTRACT

1. General Provisions

1.1 Definitions

Unless the context otherwise requires, the following terms wherever used in this Contract, shall have the following meanings, namely:-

(a) "Applicable Law", 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;

(b) "Contract" means the Contract signed by the Parties, including the General Conditions of Contract, together with all the documents listed in such signed Contract;

(c) "Contract value" shall have the meaning ascribed in clause 6.2.

(d) "Effective Date" means the date on which this contract comes into force and effect pursuant to Clause 2.1 of G C;

(e) "GC", means these General Condition of Contract;

(f) "Government", means Government of India or A&N Administration.

(g) "Local currency", means the currency of the Government of India, i.e., Indian Rupees ("INR");

(h) "Party", means the First Party or the Second Party, as the case may be, and "Parties" means both of them;

(i) "Personnel", means persons hired by the Second Party or by any Sub- consultant as employees or any Sub-consultants themselves, where such Sub-consultant is an individual, and

assigned to the performance of the Services or any part thereof;

(j) "Local personnel" mean such persons who at the time of being so hired or contracted as a Sub-consultant had their domicile inside India;

(k) "Key Personnel" means the personnel referred to in Clause 4.2 of the GC.

(l) "Service", means the work to be performed by the Second Party pursuant to this Contract as described in Appendix A hereto;

(m) "Sub-consultant", means any entity, to which the Second Party subcontracts any part of the Services in accordance with the provisions of Clause 3.6 of the GC; and

(n) "Project" means _Development of Commercial complex cum multiplex and hotel through private participation in Port Blair as a high class tourist destination in Andaman and Nicobar Islands with various recreational and entertainment activities on Public Private Partnership Basis.

(o) "Third Party", means any person or entity other than the First Party, the Second Party or a Sub-consultant or Personnel of the Sub-consultant(s).

1.2 **Relation between the Parties**

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

1.3 **Law Governing Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.4 **Language**

This Contract has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.5 **Headings**

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

1.6 **Notices**

1.6.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail or e-mail, or facsimile to such Party at the following addresses;

First Party:

Second Party:

Attention :

……

Telephone No./Facsimile: ……

1.6.2 Notice will be deemed effective, in the case of personal delivery or registered mail, on deliver; in the case of e-mail and facsimiles, 24 hours following confirmed transmission, excluding holidays;

1.6.3A Party may change its Address for notice hereunder by giving the other Party notice of such change pursuant to provisions listed in Clause 1.6.2 of the GC.

1.7 **Location**

The Services shall be performed at **Port Blair.**

1.8 **Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the First Party or the Second Party may be taken or executed by the following Authorized Representatives of the First Party and the Second Party;

First Party

Second Party

_____

1.9 **Taxes and Duties**

The Second Party, Sub- Consultants and Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable law.

2. Commencement, Completion, Modification and Termination of Contract

2.1 **Effectiveness of contract**

This Contract at all come into force and take effect on the day the agreement is signed by both parties.

2.2 **Commencement of Services**

The Second Party shall begin carrying out the Services the day following from effective date as per Clause 2.1 of the GC.

2.3 **Expiration of Contract**

Unless terminated earlier pursuant to Clause 2.8 of the GC hereof, this Contract shall expire on or before…….., assuming the project shall be fully commissioned before……., else the contract shall expire when services have actually been completed and all payments have been made.

2.4 **Entire agreement**

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

2.5 **Modification**

2.5.1 Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, shall only be made by written agreement between the Parties. Pursuant to Clause 6.3 and 7.2 of the GC hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

2.5.2 Additional Work: : In the event , the First Party desires the Second Party to perform such additional services which are not within the Terms of Reference/Scope of work , the Second Party shall agree to perform such additional services on such renegotiated/ modified terms and conditions as may be mutually agreed by both the Parties.

2.6 **Force Majeure**

2.6.1 a) For the purposes of this Contract, "Force Majeure", means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations 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, Tsunami or other adverse weather conditions, war like situation, terrorist attacks and disruptions caused by imposed or advised by the Government, strike, 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 any event, which is caused by the negligence or intentional action of a Party or such Party's Sub-consultants or agents or employees.

(c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.6.2 **No Breach of Contract**

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

2.6.3 **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 fulfill 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 one (1) week following the occurrence of such event, providing evidence, wherever possible using its best efforts, 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 minimize the consequences of any event of Force Majeure.

2.6.4 **Extension of Time**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.6.5 **Payments**

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Second Party shall not be entitled to be reimbursed for any additional costs incurred by them during such period for the purpose of the Services and in reactivating the Services after the end of such period.

2.6.6 **Consultation**

Not later than 15 working days after the Second Party, as the result of an event of Force Majeure, has 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.

2.7 **Suspension**

The First Party may, by written notice of suspension to Second Party, suspend all payments to the Second Party hereunder if the Second Party fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Second Party to remedy such failure within a period not exceeding 15 working days after receipt by the Second Party of such notice of suspension. The suspension of payments under this clause shall not apply in respect of

payments due for the useful work already performed to the satisfaction of first party by the Second Party.

2.8 Termination

2.8.1 By the First Party

The First Party may, by not less than two (2) week's written notice of termination to the Second Party, given after the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause 2.8.1 of the GC, terminate this Contract;

(a) If the Second Party fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.7 of the GC hereinabove, within 15 working days of receipt of such notice of suspension or within such further period as the first party may have subsequently approved in writing;

(b) If the Second party becomes insolvent or bankrupt or enters into any agreements with its creditors for relief of debt or takes advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;

(c) If the Second Party fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 8 of the GC hereof;

(d) If the Second Party submits to the First Party a statement which has a material effect on the rights, obligations or interests of the First Party and which the Second Party knows to be false provided the Second Party has been given reasonable opportunity to be heard to represent their case;

(e) If, as the result of Force Majeure, the Second Party is unable to perform a material portion of the Services for a continuous period of not less than one (1) month;

(f) If the Second Party in the Judgment of the First Party based on tangible evidence, has engaged in corrupt or fraudulent practices in competing for or in executing the contract provided the Second Party has been given reasonable opportunity to be heard to represent their case.

For the purpose of this clause,

"Corrupt practice," means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

"Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the First Party, and includes collusive practice among consultants (prior to or after submission of proposal) designed to establish prices at artificial non-competitive levels and to deprive the First party of the benefits of free and open competition.

2.8.2 By the Second Party

The Second Party may, by not less than two (2) week's written notice to the First Party, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 2.8.2 of the GC, terminate this Contract:

(a) If the First Party fails to pay any money due to the Second Party pursuant to this Contract and not subject to dispute pursuant to clause 8 of the GC hereof within thirty (30) days after receiving written notice from the Second Party that such payment is overdue;

(b) If the First Party is in breach of its obligations pursuant to this Contract and has not remedied the same within thirty (30) days (or such longer period as the second Party may have subsequently approved in writing) following the receipt by the First Party of the Second Party's notice specifying such breach;

(c) If the First Party fails to comply with any final decision reached as a result of arbitration pursuant to Clause 8 of the GC hereof.

2.8.3Cessation of Rights and Obligations.

Upon termination of this Contract pursuant to Clause 2.3 of the GC or Clause 2.8 of the GC hereof, or upon expiration of this Contract pursuant to Clause 2.3 of the GC hereof, all rights and obligations of the Parties hereunder shall cease, except;

(a) Such rights and obligations as may have accrued on the date of termination or expiration;

(b) The obligation of confidentiality set forth in Clause 3.3 of the GC hereof;

(c) Any right which a Party may have under the Applicable law.

2.8.4 Cessation of Services

Upon termination of this contract by notice of either Party to the other pursuant to Clause 2.8.1 of the GC or Clause 2.8.2 of the GC hereof, the second Party 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.

The Second Party shall work in parallel manner with the new consultant engaged by the first party until the assignment is smoothly handed over/taken over.

With respect to documents prepared by the Second Party and equipment and materials furnished by the First Party , the Second Party shall proceed as provided, respectively, by Clause 3.8 of the GC hereof.

2.8.5Payment upon Termination

Upon termination of this Contract pursuant to Clause 2.8.1 of the GC or Clause 2.8.2 of the GC hereof, the First Party shall make payments (after offsetting against these payments any amount, as may be finally determined, that may be due from the Second party to the First Party) pursuant to Clause 6 of the GC, hereof for services satisfactorily performed with reference to the milestones and work done, prior to the effective date of termination.

2.8.6Disputes about Events of Termination

If either party disputes whether an event specified in paragraphs (a) through (f) of Clause 2.8.1 of the GC or in Clause 2.8.2 of the GC hereof has occurred, such Party may, within seven (7) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to clause 8 of the GC hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. Obligations of the Second Party

3.1.1 Standard of Performance

The Second Party 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. The Second Party shall always act, in respect of any matter relating to this contract or to the Services, as a faithful adviser to the First Party, and shall at all times support and safeguard the First Party's legitimate interests in any dealings with Sub-consultants or third Parties.

3.1.2 Law Governing Services

The Second Party shall perform the Services in accordance with the applicable law and shall take all practicable steps to ensure that any Sub-consultants, as well as the Personnel of the Second Party and any Sub-consultants, comply with the Applicable Law.

3.2 Conflict of Interests

3.2.1 Second Party Not to Benefit from Commissions, Discounts, etc.

The remuneration of the Second Party pursuant to Clause 6 of the GC hereof shall constitute the Second Party's sole remuneration in connection with this Contract or the Services and, subject to Clause 3.2.2 of the GC hereof, the Second Party shall not accept for its own benefits any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Service or in the discharge of its obligations hereunder, and the Second Party shall use its best efforts to ensure that any sub-consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 Second Party and sub consultants and Affiliates and Sub consultants not to engage in certain activities.

The Second Party agrees that, during the term of this contract, the Second Party, as well as any Sub consultant, shall be disqualified from providing goods, works or services (other than the professional services and any continuation thereof) for any project resulting from or closely related to the services, which may in any manner prejudice the position and affect the interests of the First Party.

3.2.3 Prohibition of Conflicting Activities

The Second Party shall not engage, and shall cause its personnel as well as its sub-consultants and their Personnel not to engage, either directly or indirectly, during the term of this Contract, in any business or professional activities in India which would conflict with the activities assigned to them under this contract or after the termination of this contract, such other activities as may be specified in GC.

3.3 Confidentiality

The Second Party, its Sub-consultants and the Personnel of either of them shall not either during the term of this contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the first Party's business or operations without the prior written consent of the First Party.

3.4 Limitation of the Second Party's Liability towards the First party

Except in case of gross negligence or willful misconduct on the part of the Second Party or on the part of sub consultants, in carrying out the Services,

the Second Party, with respect to damage caused by the Second party to the First Party's property, shall not be liable to the First Party:

(a) For any indirect or consequential loss or damage; and

(b) For any direct loss or damage that exceeds (A) the total payments for Professional Fees made to the Second Party hereunder, or (B) the proceeds the Second Party may be entitled to receive from any insurance maintained by the Second Party to cover such a liability, whichever of (A) or (B) is higher.

3.5 Insurance to be taken out by the Second Party

First Party shall not be liable towards any insurance claim by or against the Second Party and or its Sub-Consultants.

3.6 Second Party's actions requiring First Party's Prior Approval

The Second Party shall obtain the First Party's prior approval in writing before taking any of the following actions :

(a) Entering into a Sub Contract for the performance of the part of the services;

(b) Appointing "Second Party's Sub-consultants' Key Personnel";

(c) Upon appointing replacements for the key personnel.

3.7 Reporting Obligations / Deliverables

The Second Party shall submit to the First Party the reports and documents as per **Appendices 'A' & 'B'** hereto, in the form, in the numbers and within the time periods set forth in the said Appendices.

3.8 Documents Prepared by the Second Party to be the Property of the First Party

(a) Subject to sub-clause (b) below, all plans, drawings, specifications, designs, reports, other documents and software prepared by the Second Party for the First Party under this Contract shall become and remain the property of the First Party, and the Second Party shall, not later than upon termination or expiration of this Contract, deliver all such documents to the First Party, together with a detailed inventory thereof. The Second Party may retain a copy of such documents and software. The Second Party shall not use the documents for purpose unrelated to this Contract without the prior written approval of the First Party.

(b) It is clarified that the methodology, know-how, ideas, concepts, technology or tools available with the Second Party or developed by them during the course of execution of this Contract shall always remain the property of the Second Party and that this Contract does not, in any manner, place any restrictions on the right of the Second Party to use the same.

3.9 Ensuring performance of the contract

3.9.1 The Second Party shall, before signing the agreement and within the period specified in the letter of acceptance , deposit a sum equivalent to 5% of the value of the contract as Performance Guarantee (Security)in the form of D.D from any Nationalized Bank payable to ANIIDCO, Port Blair. The Performance guarantee should be valid till the signing of the Contract between the ANIIDCO and the private investor. If the Second Party fails to deposit the Performance Guarantee/Security and execute the agreement as stated above, the contract will be arranged elsewhere at the defaulter's risk and any loss incurred by First Party on account of the delay

in execution of the contract will be recovered from the defaulter who will, however, not be entitled to any gain accruing thereby.

3.9.2 The amount paid by the Second Party to the First Party by way of Performance Guarantee shall be refunded after successful performance of its obligations under this contract.

3.9.3 The amount Paid by the Second Party to the First Party by way of Performance Guarantee shall stand forfeited by the First Party in the event of any breach of the terms & conditions or part thereof, with respect to the obligations on part of the Second Party, mentioned in this contract.

3.10 Second Party shall have discretion to adopt such methodology and procedures as it may deem fit for carrying out the services. However the Second Party shall from time to time inform First Party about the methodology and procedures adopted for the performance of services.

4. Second Party's Personnel & Sub-Consultants

4.1 General

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

4.2 Description of Personnel

The titles, agreed job descriptions in carrying out Services by each of the Second Party's Key Personnel are described in Appendix C. The key Personnel and Sub-Consultants listed in Appendix C are hereby approved by the First Party.

4.3 Removal and/or Replacement of Personnel

(a) Except as the First Party may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Second Party, it becomes necessary to replace any of the Personnel, the Second Party shall forthwith provide as a replacement a person of equivalent or better qualification and experience, acceptable to the First Party.

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

(c) The Second Party shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

4.4 Resident Project Manager

The Second Party shall nominate a Project Manager who should ensure standards in the performance of Services as provided in Clause 3.1 of the GC aforementioned.

5. Obligations of the First Party

5.1 Duties of the First Party

The First Party shall be responsible and shall use its best efforts to grant timely approvals and decisions on various Reports submitted by the Second Party. Where the First Party does not grant an approval within fifteen(15) working days of submission of reports, such approval shall be deemed to have been granted.

5.2 Services, Facilities & Property of the First Party

The First Party shall make available to the Second Party, for the purpose of consultancy services, the services, facilities and property wherever feasible.

5.3 Payment

In consideration of the Services performed by the Second Party under this Contract, the First Party shall make to the Second Party such payments and in such manner as is provided by Clause 6 of the GC of this Contract.

5.4 Information

First Party shall provide to the Second Party available documents/information/ reports that may be required for this assignment.

6. Payments to the Second Party

6.1 Remuneration

The Second Party's total remuneration shall not exceed the Contract Value for carrying out the Services described in **Appendix A**.

Where ever applicable first party shall withhold taxes, from the amounts payable, and shall promptly provide to second party, the appropriate certificate evidencing deduction of such taxes.

6.2 Contract Value

Subject to this contract and on consideration of the services to be rendered by the Second Party, the First Party shall pay the amount ***of……), exclusive of all taxes payable under the applicable laws.***

6.3 Payments for additional services

The remuneration due for additional services as may be agreed as under Clause 2.5 of the GC, will be restricted to the actual costs, incurred on providing these additional services.

6.4 Currency of Payment

All payments shall be made in Local Currency i.e., Indian Rupees

6.5 Terms & Conditions of Payment

(a) The Payment to the Second Party under this Contract shall be made according to the schedule as incorporated in **Appendix-B.**

(b) The First Party shall release payment only upon acceptance of the requisite deliverables as per **Appendix-B**. For this purpose acceptance means written communication from the First Party of having accepted the deliverables. In case of non acceptance of the deliverables by the First Party, the reasons shall be communicated to the Second Party in writing and the Second Party shall make necessary changes/modifications and resubmit the deliverables within seven (7) working days to the satisfaction of First Party.

6.6 Interest on Delays in Payments or Submission of Reports

(a) The First Party shall make payments within Thirty (30) days of receipt of the invoice and within forty five (45) days in the case of the final payment, subject to the acceptance of deliverables and successful completion of milestone.

(b) In the event of delay in payment by the First Party, the Second Party shall be Paid interest at the rate of 8% per annum. Provided that no interest shall be payable, in case, the delay has been caused due to non-furnishing of complete documents by the Second Party.

(c) For delayed submission of Reports by the Second Party, the payment of Second Party will be reduced as per the rates mentioned under Clause 6.6 (d).

(d) If the Second Party fails to complete the project within the stipulated time/period (s) specified in this contract, the First Party shall without prejudice to its other remedies under the contract, deduct from the contract price as liquidated damages, a sum equivalent to 2% of the quoted consultation fee for delay period of 15 days or part thereof up to a maximum deduction of 10% of

the contract prices of the delayed services. Once the maximum is reached, the First Party may consider termination of the contract at the risk and cost of the Second Party.

7. Fairness & Good Faith

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

7.2 Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause 8 of the GC hereof.

8. Settlement of Disputes

8.1 Amicable Settlement

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

8.2 Dispute Settlement

Any dispute between the Parties as to maters arising pursuant to this Contract which cannot be settled amicably within two (2) weeks after receipt by one Party of the other Party's request for such amiable settlement shall be settled by arbitration in accordance with the following provisions;

8.2.1 Selection of Arbitrators

The Arbitrator shall be appointed by the Managing Director, ANIIDCO, Port Blair.

8.2.2 Rules of Procedure

Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration & Conciliation Act 1996, of India.

8.2.3 Substitute Arbitrators

If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.

8.2.4 Qualifications of Arbitrators

The arbitrators appointed pursuant to Clause 8.2.1 of the GC hereof shall be a widely recognized legal or technical expert with extensive experience in relation to the matter in dispute.

8.2.5 Miscellaneous

In any arbitration proceeding hereunder :

(a) Proceedings shall, be held in Port Blair.

(b) The English language shall be the official language for all purposes.

(c) The decision of the Arbitrator shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties

hereby waive any objections to or claims or immunity in respect of such enforcement.

9. Governing Law

Subject to the provisions of Article 8, this Agreement shall be governed and construed in accordance with the laws of India and the Parties hereby submit to the jurisdiction of the Courts at ***Port Blair.***

Parties to the above Contract set their respective hands on the day and year written first hereinabove as under :

1. **First Party**

Second Party

WITNESSES

1.

2.

Section 7 : CHECK LIST

I. Technical proposal containing following:

1. Duly signed copy of Request For Proposal and Contract agreement.
2. ₹ 1,000/- in case the tender is downloaded from website.
3. EMD for ₹ 25,000/-
4. Technical Proposal Submission Form
5. Company profile
6. Evidence of meeting Pre-qualification criteria
   a. - Consultant's Experience
   b. – Details of two similar work execution
   c. - Consultant's Financials
   d. – Detail of professional staff
7. Description of the Approach and Methodology for Performing the Assignment Team.
8. Composition and Task Assignments
9. Work Plan
10. Memorandum of Understanding in case of a consortium
11. Power of attorney for lead member of consortium.

II. Financial proposal containing the following:

1. Financial Proposal Submission Form
2. Summary of Costs

I. Pre-bid queries on development of commercial complex-cum multiplex and hotels at Mohanpura, Port Blair through Private Public Participation

Sl. No.	Query	Reply
1.	**M/s CRISIL Infrastructure Advisory, New Delhi**	
	(i) Clause 11 of RFP: Requesting the reduction of the maximum liquidated damages to the amount of the performance security. (ii) Form D, Tech 4, 5, & 6 of RFP: The RFP talks about 2 envelops, i.e. technical eligibility and financial proposal Kindly specify the evaluation methodology for the information sought in these formats. (iii) Clause 2.6.5 of the agreement: The clause fails to mention about the payment to the consultant for the work executed till the day of the occurrence of the Force Majeure. In addition kindly specify the fees payable to the Consultant for reactivating the services after a Government induced Force Majeure event. Also kindly specify the treatment of the performance security on termination due to force majeure.	(i) Maximum liquidated damages reduced to the amount of performance security i.e. 5% of the contract value. Accordingly, clause 11 of section 3 of RFP and clause 6.6(d) of the contract agreement has been amended. (ii) The evaluation methodology is mentioned at clause 5.8 which is bidder quoting lowest cost (lump sum) subject to meeting pre-qualification criteria and technical proposal is in compliance with RFP. (iii) (a) The payment to the consultant shall be restricted upto the milestone services have been actually provided in case of occurrence of the Force Majeure as mentioned in clause 4. (b) No additional fee shall be payable in case of reactivating services after any Force Majeure event as specified in clause 2.6.5 of the contract agreement.. (c) In case of termination of the contract due to Force Majeure the performance security shall be released. Accordingly clause 3.9.2 of the contract agreement has been amended.
2.	**M/s I-Win, Kolkata**	
	(i) An amount of Rs.25000/- has to be deposited as a part of the Technical proposal. However, it has not been mentioned when/ at what stage it will be refunded.	(i) (a) EMD of successful Project Development Advisor shall be released after signing of the agreement in accordance with the provisions specified in this document and submission of performance security as per clause 10 of section 3 of the RFP. (b) EMD received from unsuccessful bidders shall be released without any interest within 60 days of opening of financial bid. Accordingly clause 3 of section 1 has been amended.

	(ii) Clause 5.2 states that "a written power of attorney accompanying the proposal or in any other form demonstrating that the representative has been duly authorized to sign" However, no format has been provided. Can we send this on a standard format on Rs.50 stamp paper?	(ii) In case of company power of attorney can be in the form of Board resolution or authorization by Managing Director of the company on non judicial stamp paper of Rs. 50 and in case of a firm, power of attorney signed by all partners on non-judicial stamp paper of Rs. 50.
	(iii) Clause 11 mentions a provision about liquidated damages of upto 10% of fees. This protects the interest of ANIIDCO only. As this is a time bound project, the Project Advisor should also be indemnified in case of any delay on the part of ANIIDCO.	(iii) Maximum liquidated damages reduced to the amount of performance security i.e. 5% of the contract value. Accordingly, clause 11 of section 3 of RFP and clause 6.6(d) of the contract agreement has been amended.
	(iv) Clause 2.8.5 of the draft contract agreement provides for terminal payments. It mentions that on termination you will determine any amount to be paid to the consultant. However, if the termination is at your discretion, we suggest a certain % of residual work value to be paid to the Project Advisor as Drop Dead fee.	(iv) In case ANIIDCO decides to abandon the project for any reason after milestone-2 the payment to the consultant shall be restricted upto the milestone the services have actually been provided as mentioned in clause 4. However, in case of abandoning the project before milestone– 2 as mentioned in clause 4 the consultant shall be paid upto the stage the services have actually been provided and drop dead fee of 10 % of the contract value. Further, 50% payment will be released on finalization of RFP document without its press notification. Accordingly clause 4 of section 1 of RFP document has been amended.
3.	**M/s Rites, Gurgaon**	
	(i) Clause 2.2: Kindly clarify whether consultants having experience of two projects in technical advisory services and two projects in Bid Process Management of similar nature will be qualified for this project?	(i) The consultant must have successfully provided lead consultancy for bid process management for atleast two assignments for development of shopping mall/multiplex/hotels/resorts/theme park with minimum project cost atleast Rs. 15 crores each in last 5 years. Accordingly, the clause 2.2 has been amended.
	(ii) It is submitted that all real estate projects that meet the project cost criteria be allowed as eligible projects.	(ii) Real estate projects (Residential) are not eligible experience towards clause 2.2.

	(iii) It is also submitted that ongoing projects of similar nature should also be counted towards eligible assignments. (iv) Clause4 & 10: It is requested that a mobilization advance equal to the performance guarantee amount might be provided to help the consultants in execution of the project. (v) Form Tech 3A & B: Kindly elaborate the documents accepted as evidence towards: (a) Consultant's experience in providing services for project development through PPP for central/state government departments /undertakings. (b) Consultant's experience in concluding atleast two similar assignments. (c) The total project costs of those assignments.	(iii) Only successfully concluded consultancy project experience are eligible as per clause 2.2 (iv) No mobilization advance shall be provided. However, payment schedule at stage-2 has been modified and 50 % will be released on finalization of RFP document. (v) (a) Consultant only needs to provide details of experience alongwith cost of the project, year of start and completion of the project etc. Accordingly, Form Tech 3A has been amended. . (b) Consultant needs to provide details of atleast two successfully concluded projects for meeting eligibility criteria as per clause 2.2 in Form Tech 3B supported by documentary evidence of experience certificate issued by the client mentioning year and cost of project undertaken.
4.	**M/s Mahindra Consulting Engineers Ltd. Mumbai**	
	(i) Clause 2.2. Whether experience in multi-storied building shall be considered as equivalent against mall/multiplex etc.	(i) Multistoried building (Residential) projects are not eligible experience.
5.	**M/s Mott. MacDonald, Ahmedabad.**	
	(i) Clause 2.1: Kindly clarify that "Project Development experience means PPP experience or the consulting experience for PPP projects" (i.e. Feasibility studies, Master planning, Legal Due-diligence, Technical due diligence etc.) (ii) Clause 2.2: Kindly clarify that	(i) Project Development experience means consultancy project (Bid process management, Feasibility studies/DPR/Master Plan) for PPP/Private sector participation for central or state Govt. departments/undertakings. Accordingly clause 2.1 of section 1 has been amended. (ii) The consultant must have successfully provided lead consultancy for bid process management for

		"Development" means imparting service across the PPP or the providing the consulting service for the PPP projects (i.e Feasibility studies, Master planning, Legal Due-diligence, Technical due diligence etc.)	atleast two assignments for development of shopping mall/multiplex/hotels/resorts/theme park with minimum project cost atleast Rs. 15 crores each in last 5 years. Accordingly clause 2.2 of section 1 has been amended.
	(iii)	Clause 2: In PPP project the responsibility of doing O&M lies with the prospective private developer. Kindly clarify that whether two set of "Operator" needs to be selected for this project. This will have bearing on the consulting cost.	(iii) The project envisages selection of a Developer for development of the commercial space including hotel and only one Operator for operation of the proposed hotel. Therefore, there will be two RFPs one for Developer for the entire commercial space including hotel and the other for Operator only for hotel operation. Whether RFP for Operator to be invited first or for a Developer will be decided in consultation with the successful Project Development Advisor at a later stage.
	(iv)	Clause8: You are requested to kindly clarify whether the mobilization advance will be provided or not as the table does not capture this proviso of mobilization advance.	(iv) No mobilization advance shall be provided. However, payment schedule at stage-2 has been modified and 50 % will be released on finalization of RFP document. Accordingly clause 4 of section 2 has been amended.
	(v)	Clause 2.5.2: You are requested to kindly clarify the basis of the negotiated extended work i.e. whether it will be based on the man month basis or the lump sum cost basis?	(v) Terms and conditions for additional work as per clause 2.5.2 of the agreement shall be decided on mutual agreement by both the parties.
	(vi)	Clause2.6.1 : Kindly elaborate Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.	(vi) Insufficiency of funds due to delay in release of funds including by ANIIDCO shall not be a Force Majeure.
	(vii)	Clause 4.4: Kindly clarify that whether the resident Project Manager is suppose to be stationed at Port Blair or he can operate from the home office.	(vii) Resident Project Manager need not be stationed in Port Blair.
	(viii)	Kindly provide the location map of the site.	(viii) Location map is provided in the Addendum.

II. ADDENDUM TO RFP DOCUMENT FOR APPOINTMENT OF CONSULTANT FOR DEVELOPMENT OF COMMERCIAL COMPLEX-CUM-MILTIPLEX AND HOTEL

With reference to clause 4 of section 3 of the RFP document for appointment of consultant for development of commercial complex-cum-multiplex and hotel and on the basis of clarifications received and pre bid meeting held at 3.00 pm on 22.07.2011 following addendum is being issued and these clauses shall be read as amended:

Clause 2.1 and 2.2: Eligibility Criteria for participation in the tender:

2.1 Project Development experience means consultancy project (Bid process management, Feasibility studies/DPR/Master Plan) for PPP/Private sector participation for central or state Govt. Departments/undertakings.

2.2 The consultant must have successfully provided lead consultancy for bid process management for atleast two assignments for development of shopping mall/multiplex/hotels/resorts/theme park with minimum project cost atleast Rs. 15 crores each in last 5 years.

Clause 3: Earnest Money Deposit:

Tenderers are required to submit EMD in the form of DD/Banker's cheque/Pay Order/ of any Nationalized Bank or scheduled commercial bank in favour of the General Manager, ANIIDCO payable at Port Blair along with their offer.

EMD of successful Project Development Advisor shall be released after signing of the agreement in accordance with the provisions specified in this document and submission of performance security as per clause 10 of section 3 of the RFP. EMD received from unsuccessful bidders shall be released without any interest within 60 days of opening of financial bid.

Clause 4: List of Deliverables, Timelines and Payment terms:

Time is the essence of this consultancy assignment. The total time period of the assignment shall be around six months, which includes time given for the developers to submit their bids. The consultant shall adhere to the following time schedules (mile stones) with respect of the date of execution of the agreement for this assignment.

S.No.	Milestone/Deliverable	Schedule/Time Line	Payment terms
1.	Submission of Inception Report	Within 30 days from the date of release of order.	20 %
2.	Finalization of RFP documents	Within 60 days from the date of release of order.	50 %
3.	Submission of Bid Evaluation Report for selection of developer.	Within 7 days from date of receipt of bids	15 %
4.	Submission of Bid Evaluation Report for selection of O&M Contractor for hotel.	Within 7 days from date of receipt of bids	15 %

In case ANIIDCO decides to abandon the project for any reason after stage-2 the payment to the consultant shall be restricted upto the milestone the services have actually been provided. However, in case of abandoning the project before milestone – 2 the consultant shall be paid upto the milestone the services have actually been provided and drop dead fee of 10 % of the contract value.

Clause 11: Liquidated damages:

If the Project Development Advisor fails to complete the project within the stipulated time/period specified in the contract, ANIIDCO shall without prejudice to its other remedies under the contract, deduct from the contract price as liquidated damages, a sum equivalent to 1% of the quoted consultation fee for delay period of every 15 days or part thereof up to a maximum deduction of 5% of the contract value of the delayed services. Once the maximum is reached, ANIIDCO may consider termination of the contract at the risk and cost of the Project Development Advisor.

Form: Tech 3A: Consultant's Experience:

[Provide here necessary details of Consultants experience for last five years]

Sl.No	Details of the Project	Role of the consultant in the project	Cost of the project	Year of start and completion of the project	Remarks

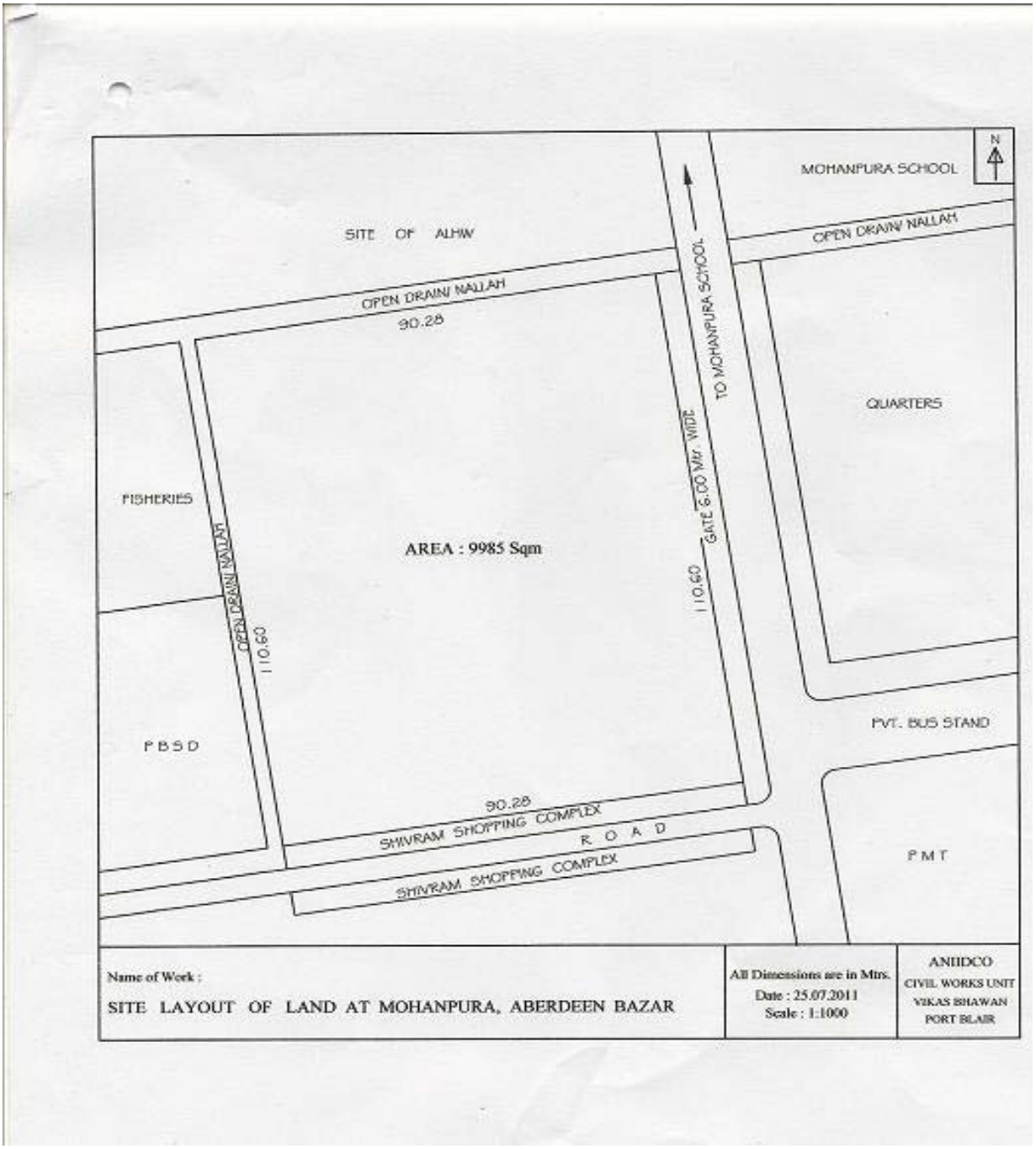
Clause 3.9.2 of the contract agreement:

The amount paid by the Second Party to the First Party by way of Performance Guarantee shall be refunded after successful performance of its obligations under this contract or on termination of this contract due to Force Majeure.

Clause 6.6 (d) of the contract agreement:

If the Second Party fails to complete the project within the stipulated time/period (s) specified in this contract, the First Party shall without prejudice to its other remedies under the contract, deduct from the contract price as liquidated damages, a sum equivalent to 1% of the quoted consultation fee for delay period of 15 days or part thereof up to a maximum deduction of 5% of the contract value of the delayed services. Once the maximum is reached, the First Party may consider termination of the contract at the risk and cost of the Second Party.

Site map:


N
MOHANPURA SCHOOL
SITE OF ALHW
OPEN DRAIN/ NALLAH
OPEN DRAIN/ NALLAH
90.28
TO MOHANPURA SCHOOL
GATE 6.00 Mtr WIDE
QUARTERS
FISHERIES
AREA : 9985 Sqm
OPEN DRAIN/ NALLAH
110.60
110.60
PVT. BUS STAND
P B S D
90.28
SHIVRAM SHOPPING COMPLEX
R O A D
SHIVRAM SHOPPING COMPLEX
P M T
Name of Work :
SITE LAYOUT OF LAND AT MOHANPURA, ABERDEEN BAZAR
All Dimensions are in Mtrs.
Date : 25.07.2011
Scale : 1:1000
ANIIDCO
CIVIL WORKS UNIT
VIKAS BHAWAN
PORT BLAIR

The last time and date for receipt of tenders is 3.00 p.m. on 26.08.2011 as per clause 1 of the RFP addressed to the General Manager, ANIIDCO, Vikas Bhawan, Port Blair-744101.

General Manager
ANIIDCO