

**NITI Aayog**  
**Government of India**



**नीति आयोग**  
National Institution for Transforming India

**SELECTION**  
**OF**  
**Technical Consultant**

**Request for Qualification (RFQ)-cum-Request for Proposal (RFP)**

**FOR**

**Consultancy Services for Preparation of Detailed Techno-  
Feasibility Report For Implementation of Ro-Ro Ferry Service in  
Andaman & Nicobar Islands**

**July 2018**

**No. N-14070/10/2018-PPP**

Government of India

NITI Aayog

**(PPP Division)**

Sansad Marg, New Delhi - 110001

**Request for Qualification (RFQ)-cum-Request for Proposal (RFP)**

**July, 31 2018**

Notice Inviting Request for Qualification (RFQ)-cum-Request for Proposal (RFP) for Consultancy Services for Preparation of Detailed Techno-Feasibility Report for Implementation of Ro-Ro Ferry Service in Andaman & Nicobar Islands.

The National Institute of Transforming India (“NITI”) Aayog, Government of India intends to engage technical consultants to undertake Detailed Techno-Economic Feasibility Study for implementation of Roll on & Roll off (“Ro-Ro”) services through vehicle ferries with specific reference to Havelock Island, Neil island, Long Island, Ross Island, Smith Island & Aves Island (“Identified Islands”) details of which have been provided in the RFQ-cum-RFP document.

NITI Aayog invites proposals from national / international firms / organisation / institutions, which have requisite experience in this filed as detailed in the RFQ –cum-RFP document, uploaded on the website of NITI Aayog. The salient features of this study, eligibility criteria and instructions on how to bid and other details are available in the RFQ-cum-RFP document uploaded on the website <http://NITI.gov.in>. Important Information and tentative dates are given in SCHEDULE 3: DATA SHEET of the RFQ-cum-RFP document.

Interested applicant are requested to submit their response (proposal) to the RFQ –cum-RFP in a sealed envelope through Speed Post / Registered Post or deliver by hand super scribing “**RFQ-cum-RFP for Providing Consultancy Services Preparation of Detailed Techno-Economic Feasibility Report for Implementation of Ro-Ro Ferry Services in Andaman & Nicobar Islands**” on top of the envelop to the following address on or before September, 14<sup>th</sup> 2018 15:30 hrs.

The submission must be addressed to:

**Mr. Aman Hans**

**Consultant (PPP Division)**

NITI Aayog, New Delhi

Pin: 110001

Email: aman.hans@nic.in

(Tel) 011- 23042641

**DISCLAIMER**

1. RFQ-cum-RFP document is neither an agreement nor an offer by the NITI Aayog (the “Client”) to the prospective Applicants or any other person. The purpose of this RFQ-cum-RFP is to provide information to the interested parties that may be useful to them in formulation of their proposals pursuant to this RFQ-cum-RFP.
2. The Client does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFQ-cum-RFP document and it is not possible for the Client to consider particular needs of each party who reads or uses this RFQ-cum-RFP document. This RFQ-cum-RFP includes statements which reflect various assumptions and assessments arrived at by the Client in relation to this consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. Each prospective Applicant should conduct its own investigations and analysis and check the accuracy, reliability and completeness of the information provided in this RFQ-cum-RFP document and obtain independent advice from appropriate sources.
3. The Client will not have any liability to any prospective Consultancy Company/ Firm/ Consortium or any other person under any laws (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFQ-cum RFP document, any matter deemed to form part of this RFQ-cum-RFP document, the award of the Assignment, the information and any other information supplied by or on behalf of Client or their employees, any consultants or otherwise arising in any way from the selection process for the Assignment. Client will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon any statements contained in this RFQ-cum-RFP.
4. Client will not be responsible for any delay in receiving the proposals. The issue of this RFQ-cum-RFP does not imply that the Client is bound to select an Applicant or to appoint the Successful Applicant, as the case may be, for the consultancy and the Client reserves the right to accept/ reject any or all of proposals submitted in response to this RFQ-cum-RFP document at any stage without assigning any reasons whatsoever. Client also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the Application in response to this RFQ-cum-RFP.
5. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Client accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
6. Client reserves the right to change/ modify/ amend any or all provisions of this RFQ-cum-RFP document. The amended RFQ-cum-RFP will be made available on website of the Client.

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## **Glossary**

<b>Agreement</b>	As defined in Schedule - 2
<b>Agreement Value</b>	As defined in Clause 6.1.2 of Schedule-2
<b>Applicable Laws</b>	As defined in Clause 1.1.1 (c) of Schedule-2
<b>Applicant</b>	As defined in Clause 2.1.1
<b>Associate</b>	As defined in Clause 2.3.3
<b>Authorised Representative</b>	As defined in Clause 2.13.3
<b>Authority</b>	As defined in Clause 1.1.1
<b>Coercive Practice</b>	As defined in Clause 4.3
<b>Conditions of Eligibility</b>	As defined in Clause 2.2
<b>Conflict of Interest</b>	As defined in Clause 2.3
<b>Corrupt Practice</b>	As defined in Clause 4.3
<b>Confidentiality</b>	As defined in Clause 2.23
<b>Consultancy Documents</b>	As defined in Clause 3.9.1 of Schedule-2
<b>Contract</b>	As defined in Clause 1.8
<b>Consultant</b>	As defined in Clause 1.2
<b>Consultancy</b>	As defined in Clause 1.2
<b>CV</b>	Curriculum Vitae
<b>CQCCBS</b>	As defined in Clause 1.8
<b>Deliverables</b>	As defined in SCHEDULE-1: SCOPE OF SERVICES
<b>Data Sheet</b>	As defined in SCHEDULE-3: DATA SHEET
<b>Due Date</b>	As defined in Clause 6.3(b) of Schedule-2:
<b>Dispute</b>	As defined in Clause 9.2.1 of Schedule-2
<b>Effective Date</b>	As defined in Clause 2.1 of Schedule-2
<b>Eligible Assignments</b>	As defined in Clause 2.2
<b>Financial Proposal</b>	As defined in Clause 2.15
<b>Feasibility Report</b>	As defined in Clause 1.1.5
<b>Fraudulent Practice</b>	As defined in Clause 4.3
<b>Identified Islands</b>	As defined in Clause 1.1.5
<b>INR, Re, Rs.</b>	Indian Rupee(s)
<b>Key Personnel</b>	As defined in Clause 2.1.4
<b>LOA</b>	Letter of Award
<b>Lead Member</b>	As defined in Clause 2.1.1

<b>MCA</b>	Model Concession Agreement
<b>Objective</b>	As defined in Clause 1.1.7
<b>Performance Security</b>	As defined in Clause 2.21
<b>Processing Fee</b>	As defined in Clause 1.4
<b>Professional Personnel</b>	As defined in Clause 2.14.7
<b>Project</b>	As defined in Clause 1.1.5
<b>Prohibited Practices</b>	As defined in Clause 4.1
<b>Proposal Due Date or PDD</b>	As defined in SCHEDULE-3: DATA SHEET
<b>PPP</b>	As defined in Clause 1.1.5
<b>Qualified Applicants</b>	As defined in Clause 1.6.2
<b>Restrictive Practice</b>	As defined in Clause 4.3
<b>RFQ-cum-RFP</b>	As defined in Disclaimer
<b>RO-RO</b>	As defined in Clause 1.1.5
<b>Scheduled Bank</b>	As specified in RBI Act, 1934
<b>Selected Applicant</b>	As defined in Clause 1.6.2
<b>Selection Process</b>	As defined in Clause 1.6.1
<b>Scope of Services</b>	As defined in Clause 1.1.7
<b>Services</b>	As defined in Clause 1.1.1 (p) of Schedule-2
<b>Sole Firm</b>	As defined in Clause 2.1.1
<b>Subject Person</b>	As defined in Clause 2.3.3(a)
<b>Support Personnel</b>	As defined in Clause 2.14.7
<b>Statutory Auditor</b>	An Auditor appointed under Applicable Laws
<b>TOR</b>	Terms of Reference
<b>Technical Proposal</b>	As defined in Clause 2.14
<b>Undesirable Practice</b>	As defined in Clause 4.3
<b>UT Administration</b>	As defined in Clause 1.1.5

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 Background**

- 1.1.1 NITI Aayog, the premier policy “Think Tank”, of Government of India (the “Authority”) is steering an initiative with a vision of promoting and implementing holistic development of islands in India, including Andaman & Nicobar. India has 1,382 offshore Islands consisting of 1,093 Shapes (Islands) and 289 Points (Rocks/Rocky islets). Out of 1,382, 836 Islands exists in Andaman & Nicobar. The overarching objective of the said initiative is to promote holistic development of the selected islands by enabling an integral economic development of each island individually or cluster of islands, which may eventually lead these places to emerge as maritime economy based international tourism destinations on a sustainable basis.
- 1.1.2 Through an open and transparent bidding process, NITI Aayog has selected and engaged M/s IPE Global Limited in consortium with Horwath HTL France and Crowe Horwath HTL Consultants Private Limited for preparation of Concept Development Plans and Detailed Master Plans for Islands. The progress on this initiative is being periodically reviewed at very high level by Islands Development Agency (“IDA”). Under Package-1 of the said initiative, four islands of Andaman & Nicobar have been shortlisted for holistic development namely Long, Ross, Smith and Aves.
- 1.1.3 NITI Aayog has now finalised the Site Development Potential report of the shortlisted four islands. The report covers Asset & Activity mapping, Infrastructure Appraisal, Socio-economic Overview, Environmental Zoning & Land Suitability Analysis, Land Zoning & Activity Potential, Designs Development of Early Bird Priority Projects etc.
- 1.1.4 Key objectives of NITI Aayog are:
- (a) Facilitate the long-term growth and development of the tourism industry and overall economy in a sustainable manner.
  - (b) Attract investment in infrastructure including transportation sector
  - (c) Implement Ro-Ro Ferry Services and allied Infrastructure on PPP Mode in the Identified Islands of Andaman & Nicobar
- 1.1.5 Now with the view to develop the Inter-Island Connectivity with specific reference to Havelock Island, Neil island, Long Island, Ross Island, Smith Island & Aves Island (hereinafter referred to as the “**Identified Islands**”) the Andaman & Nicobar Administration (“**UT Administration**”) has approached NITI Aayog to undertake Detailed Techno-Economic Feasibility Study (hereinafter referred to as “**Feasibility Report**”) and Transaction Advisory Services for implementation of Roll on & Roll off (“**Ro-Ro**”) services through vehicle ferries on Public Private Partnership (“**PPP**”) mode (hereinafter referred to as the “**Project**”) in two phases.
- 1.1.6 In this regards, the Authority has decided to implement the Project in two Phases. Under Phase-1, the Authority, has decided to invite proposals for undertaking "Consultancy Services for preparation of Detailed Techno-Economic Feasibility Report".
- 1.1.7 The objective of this Consultancy (the “Objective”) is to guide UT Administration and the Authority about the technical, economic and financial feasibility of implementing the Project in a time bound manner and subsequently provide requisite technical inputs and clarification



as and when required to the Transaction Advisor to be appointed by the Authority in Phase-2.

The detailed Scope of Services for the Consultant is detailed in Schedule-1 (the “**Scope of Services**” or the “**Terms of Reference**”)

## **1.2 Request for Qualification cum Request for Proposals**

The Authority invites proposals (the “Proposals”) for selection of a Technical Consultant (the “Consultant”) who shall prepare a Detailed Techno-Economic Feasibility Report for implementation of the Project. The said Feasibility Report shall inter-alia include traffic, engineering surveys, technical-economic feasibility and financial feasibility in conformity with Schedule-1: Scope of Service (collectively the “Consultancy”).

The Authority intends to select the Consultant through an open competitive bidding process in accordance with the procedure set out herein. The details regarding submission of the proposals along with date of pre-bid meeting has been highlighted in the SCHEDULE-3: DATA SHEET.

## **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 Bid Meeting as per the schedule provided in SCHEDULE-3: DATA SHEET

## **1.4 RFQ-cum-RFP Processing Fee**

The RFQ-cum-RFP submissions shall be accompanied by a Bank Draft of INR 5,000/- (Indian Rupees Five thousand only) in favour of “NITI Aayog”, payable at New Delhi, India, as a non-refundable RFQ-cum-RFP processing fee (the “**Processing Fee**”). Proposals unaccompanied with the aforesaid RFQ-cum-RFP Processing Fee shall be liable to be rejected by the Authority.

## **1.5 Validity of the Proposal**

The Proposal shall be valid not less than the period mentioned in SCHEDULE-3: DATA SHEET from the Proposal Due Date (the “**PDD**”)

## **1.6 Brief description of the Selection Process**

- 1.6.1 The Authority has adopted a three stage selection process (collectively called the “**Selection Process**”) for evaluating the Proposals comprising: (i) Pre-Qualification Proposal (ii) Technical Proposal and (iii) Financial Proposals to be submitted in two separate sealed envelopes (collectively called the “**Proposal**”). The Pre-Qualification Proposal shall be placed separately in a sealed envelope titled "Request for Qualification (RFQ)" along with the Processing Fee and Bid Security as prescribed in this RFQ -cum-RFP document. The Technical Proposal and Financial Proposal shall be placed in a sealed envelope titled "Request for Proposal (RFP)" as prescribed in this RFQ - cum-RFP document. The evaluation of Pre-Qualification Proposal, Technical Proposal and Financial Proposal will be based on the methodology and criteria detailed in Clause 3.

1.6.2 In the first stage, evaluation of the Pre-Qualification Proposal will be carried out as specified in Clause 3.1 for selection of Qualified Applicants (the “**Qualified Applicants**”). Based on this, a list of Qualified Applicants shall be prepared. In the second stage, evaluation of Technical Proposals of all Qualified Applicants will be carried out as specified in Clause 3.2 and a list of Technically Qualified Applicants (the “**Technically Qualified Applicants**”) will be prepared. In the third stage, evaluation of Financial Proposals of all Technically Qualified Applicants 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 (the “**Selected Applicant**”) shall be called for negotiation, if necessary, 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. 65 (Rupees sixty 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 PDD, 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 RFQ-cum-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 Consultant, out of the set of Applicants, will be selected under Combined Quality cum Cost Based Selection (“**CQCCBS**”) and procedures described in this Request for Qualification-cum-Request for Proposal (hereinafter referred to as “**RFQ-cum-RFP**” or the “**Contract**”).

The Authority would endeavour to adhere to the information given in SCHEDULE-3: DATA SHEET.

#### 1.9 **Pre-Proposal visit to the Sites and inspection of data**

Prospective Applicants may visit the Sites and review the available data at any time prior to PDD. For this purpose, they will provide at least four working days’ notice to the nodal offices specified below:

Mr. Aman Hans  
Consultant (PPP Division)  
NITI Aayog, New Delhi  
Pin: 110001  
Email: aman.hans@nic.in  
(Tel) +91 11 23042641

**1.10 Pre-Proposal Conference**

The date, time and venue for the Pre-Proposal Conference is provided in SCHEDULE-3: DATA SHEET.

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.

Note: A maximum of two representatives of each Applicant shall be allowed to participate on production of an authority letter from the Applicant.

**1.11 Communications**

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

**Mr. Aman Hans**  
**Consultant (PPP Division)**  
NITI Aayog, New Delhi  
Pin: 110001  
Email: [aman.hans@nic.in](mailto:aman.hans@nic.in)  
(Tel) +91 11 23042641

1.11.2 The Official Website of the Authority is:

**Website:** [www.NITI.nayog.in](http://www.NITI.nayog.in)

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

“RFQ-cum-RFP for Providing Consultancy Services Preparation of Detailed Techno-Economic Feasibility Report for Implementation of Ro-Ro Ferry Services in Andaman & Nicobar Islands”

## **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 RFQ-cum-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 lead member of a consortium of firms (the “Lead Member”) in response to this invitation. The term applicant (the “Applicant”) means the Sole Firm or the Lead Member, as the case may be. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFQ-cum-RFP.

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 RFQ-cum-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 RFQ-cum-RFP specifically with reference to Clause 2.9. The Selection process comprises (i) Pre-Qualification Proposal (ii) Technical Proposal and (iii) Financial Proposals. The Applicant shall submit the Pre-Qualification Proposal in the manner specified in Appendix-I. While the Technical Proposal shall be submitted in the form at Appendix-II and the Financial Proposal shall be submitted in the form at Appendix-III. 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 Consultant’s team (the “**Consultancy Team**”) shall consist of the following key personnel (the “**Key Personnel**”) who shall discharge their respective responsibilities as specified below:

<b>SN</b>	<b>Key Personnel</b>	<b>No s</b>	<b>Responsibilities</b>
1.	Team Leader (the “ <b>Team Leader</b> ”)	1	He/She will lead, co-ordinate and supervise the multidisciplinary team for preparation of the detail engineering study report etc. and act as a focal point to Authority throughout the duration of the Consultancy He / She will be responsible for the examining existing port/ terminal infrastructures, surveys & investigations, study of Marine and weather conditions, Capital and maintenance dredging, preliminary design of marine/shore structures, project estimation, cost etc.

**RFQ-cum-RFP for Selection of Technical Consultant for Implementing Ro-Ro Ferry Services in Andaman & Nicobar Islands**

<b>SN</b>	<b>Key Personnel</b>	<b>No s</b>	<b>Responsibilities</b>
2.	Project Co-ordinator cum Deputy Team Leader	1	He/She will co-ordinate with the multidisciplinary team for preparation of the detail engineering study report. He / She will be deputed at UT Administration and act as a focal point to UT Administration throughout the duration of the Consultancy
3.	Port Planning Expert	1	He/She will be responsible for examining the status of the land required, planning of Ro-Ro network, terminal facilities and prepare a layout plan of the project according to the traffic requirement, environment and infrastructure considerations and accordingly laydown a stage wise development plan etc.
4.	Navigation Expert cum Naval Architect	1	He/She will be responsible for reviewing / conducting navigations surveys. He/She will be responsible for recommendations related to design, construction, procurement of Ro-Ro vessels
5.	Economist/ Market Analyst	2	He/She will be responsible for assessment of traffic forecast for the terminals on the basis of the traffic survey (primary, secondary and territorial), literature review, future trends in commodities, global market for Ro-Ro ferry vessels and national scenario etc. on the basis of the results, he/she will suggest/justify the requirement of the Ro-Ro ferry, related infrastructure and terminal facilities.
6.	Financial Analyst	1	He/ She will be responsible for financial analysis and modelling for all suggested Ro-Ro terminals and project as a whole. The Financial analyst will also examine the associated financing risks and benefits to the various stakeholders (Terminal Construction/ Ferry operator/ Terminal Operator etc.) based on the project structure recommended.
7.	Environment Specialist	1	He/She will be responsible for examining the environment sensitivity for overall project including carrying out the dredging and construction of terminal facilities

<b>SN</b>	<b>Key Personnel</b>	<b>No s</b>	<b>Responsibilities</b>
8.	Social Specialist	1	He / She will be responsible for examining the social aspects of the Project including stakeholder engagement and consultation, community participation.

All the Key Personnel of the Consultancy team who shall discharge respective responsibilities as specified above, shall be familiar with the Project site conditions. However, Project Co-coordinator will be deputed at UT Administration throughout the duration of this Consultancy.

## **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.

- (a) For the purpose of satisfying the Conditions of Eligibility and for evaluating the Proposal under this contract, advisory/ consultancy assignments granted by the government, regulatory commission, tribunal, multilateral agencies, statutory authority, public sector entity in respect of preparation of feasibility report, master plan and/or detailed project report including engineering surveys and social and environmental impact assessment, for Ports or/and Marine Vessel/ Ro-Ro ferry vessel projects having an estimated capital cost (excluding land) of at least Rs. 200 (Two Hundred) crore in case of a project in India, and US \$ 100 (One hundred) million for projects elsewhere shall be deemed as eligible assignments (the “**Eligible Assignments**”)
- (b) The Applicant firm claiming credit for an Eligible Assignment shall have, prior to PDD, completed such assignment and 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.
- (c) Ongoing consulting assignments can be submitted with detail of progress supported by suitable documents. Assignments completed up to 80 percent or more shall only be considered for evaluation but marks awarded for such assignments shall only be up to 80 percent of maximum marks. The Applicant shall provide a proof that the assignment is completed up to 80 percent through copy of invoice or payment received till date ( to be certified by the Applicant’s statutory auditor or Chartered Accountants) or through certificate from the respective client(s).
- (d) Advisory/ consultancy assignments granted by the government, regulatory commission, tribunal, multilateral agencies, statutory authority, public/private sector entity in respect of preparation of feasibility report, master plan and/or detailed project report for Ro-Ro/Marine Vessels for transportation passenger / cargo in marine/waterways and or Ro-Ro infrastructure facilities, having an estimated capital cost (excluding land) of at least Rs. 200 (Two Hundred) crore in

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case of a project in India, and US \$ 100 (One hundred) million for projects elsewhere shall be deemed as specific assignments (the “**Specific Assignments**”)

2.2.2 The Applicant shall fulfil the following Minimum Qualification Criteria to become a Qualified Applicant.

<b>Sr. No.</b>	<b>Minimum Qualification Criteria</b>	<b>Supporting Documents</b>
1	The Applicant should be a Private/ Public limited company or partnership firm or expert institution. Individuals are not eligible to participate in this Contract. The Applicant (sole entity, in case of single Applicant or Lead Member of the Consortium, in case Applicant is a Consortium) must be in operation in India for a minimum period of five years.	Certificate of incorporation or establishment
2	Applicants should have received a minimum of Rs. 50.0 Crore (Fifty crore) p/a professional fees during each of the last 3 (three) Financial Years from Consultancy services.	Certificate for Average Annual Turnover provided as per format provided in RFQ-cum-RFP
3	Applicants should have experience of at least 5 (five) <b>Eligible Assignments</b> in the last 5 years	To be provided as per format provided in RFQ-cum-RFP along with a completion certificate issued by the Client
4	Applicants should have experience of at least 3 <b>Specific Assignment</b> in the last 5 years	To be provided as per format provided in RFQ-cum-RFP along with a completion certificate issued by the Client
6	The Applicant or the Consortium member should not have been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, from participating in any consulting assignment. The Applicant or its Associate or the Consortium member should not have, during the last three years, 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 or the Consortium member - nor been expelled from any project or agreement nor have had any agreement terminated.	Undertaking to be provided

(a) Availability of Key Personnel: The Applicant shall offer and make available all Key Personnel meeting the requirements specified in Clause 2.2(b) below.

**RFQ-cum-RFP for Selection of Technical Consultant for Implementing Ro-Ro Ferry Services in Andaman & Nicobar Islands**

- (b) Conditions of Eligibility for Key Personnel: Each of the Key Personnel must fulfil the Conditions of Eligibility specified below:

SN	Key Personnel	Education Qualification	Length of Professional Experience	Experience on Eligible Assignments
1.	Team Leader (the “Team Leader”)	Post Graduate in Infrastructure / Transport / Marine / or equivalent	20 Years	He/She should have led teams for at least 10 (Ten) Eligible Assignment, out which at least 3 (Three) assignments shall be Specific Assignments
2.	Project Co-ordinator cum Deputy Team Leader	Post Graduate in Engineering / or equivalent	12 Years	He/She should have led or worked as a Sole Expert on at least 5 (five) Eligible Assignment, out which at least 1 (One) assignments shall be Specific Assignments
3.	Port Planning Expert	Post-Graduation in Civil Engineering / Marine Engineering / Structural Engineering / or equivalent	12 Years	He/She should have led or worked as a Sole Expert on at least 5 (five) Eligible Assignment, out which at least 1 (One) assignments shall be Specific Assignments
4.	Navigation Expert cum Naval Architect	Post-Graduate in Marine Engineering/ Naval Architecture / or equivalent	15 Years	He/She should have experience in conducting survey of Marine/waterways/river/canal or similar facilities for Specific Assignments
5.	Economist/ Market Analyst	Master in Economics / MBA in Marketing or equivalent	7 Years	He/She should have led or worked as a Sole Expert on at least 3 (three) Eligible Assignment / Specific Assignments
6.	Financial Analyst	Post Graduate in Commerce / Chartered Accountant/MBA (Finance)/CFA or equivalent	5 Years	He/She should have worked on at least 3 (three) Eligible Assignment / Specific Assignments



SN	Key Personnel	Education Qualification	Length of Professional Experience	Experience on Eligible Assignments
7.	Environment Specialist	Post-graduate/graduate degree in Environmental Science or equivalent	10 Years	He/She should have led or worked as a Sole Expert on at least 3 (three) Eligible Assignment / Specific Assignments
8.	Social Specialist	Post-graduate degree in a relevant discipline, e.g. Sociology, Anthropology, Social Work / or equivalent	7 Years	He/She should have led or worked as a Sole Expert on at least 3 (three) Eligible Assignment / Specific Assignments

- 2.2.3 The Applicant shall enclose with its Proposal, certificate(s) from its 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.
- 2.2.4 The Applicant should submit a Power of Attorney as per the format at Form-5 & Form 6 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, 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 Performance Security, if available, 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-4. 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 Associates (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 percent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its consortium member or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof. 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
  - (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 other members, if any) 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.

For purposes of this RFQ-cum-RFP, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant, or is deemed or published as an “Associate Office”; or has a formal arrangement such as tie up for client referral or technology sharing, joint venture with the Applicant (the “**Associate**”); provided, however, that if the Applicant has any formal arrangement such as consortium membership in a consortium of advisers/ consultants for a particular assignment/ project, not being this project, with any other person, then such other person shall not be treated to be an Associate of the Applicant solely due to the reason of forming such consortium. 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 percent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

2.3.4 An Applicant eventually appointed to provide Consultancy for this Project, its Associates, affiliates and the Financial Expert, 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 3 (three) years from the completion of this assignment or to any 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 percent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof. For the avoidance of doubt, in the event that: (a) the Financial Expert of an Applicant/ Consultant was a partner or an employee of another firm, which attracts the provisions relating to Conflict of Interest hereunder; and (b) was directly or indirectly associated with any assignment that causes a Conflict of Interest hereunder, then such Financial Expert shall be deemed to suffer from Conflict of Interest for the purpose hereof.

2.3.5 In the event that the Consultant, its Associates or affiliates are auditors or financial advisers to any of the bidders for the Project, they shall make a disclosure to the Authority as soon as any potential conflict comes to their notice but in no case later than 7 (seven) days from the opening of the RFQ applications for the Project and any breach of this obligation of disclosure shall be construed as Conflict of Interest. The Authority shall, upon being notified by the Consultant under this Clause 2.3.5 decide whether it wishes to terminate this Consultancy or otherwise, and convey its decision to the Consultant within a period not exceeding 15 (fifteen) days.

## 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 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 Proposal after visiting the Identified Island and ascertaining for themselves the conditions, traffic, location, surroundings, climate, access, availability of drawings and other data with the Authority, Applicable Laws and regulations or any other matter consider relevant by them.

**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 RFQ-cum-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 RFQ-cum-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 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 in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFQ-cum-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 RFQ-cum-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 therefor.

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 Content of the RFQ-cum-RFP**

This RFQ-cum-RFP document 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 Scope of Services
- 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 Data Sheet
- 4 Guidance Note on Conflict of Interest

#### **Appendices**

##### **Appendix-I: Pre-Qualification Proposal**

- Form 1: Letter of Proposal
- Form 2: Particulars of the Applicant
- Form 3 (A): Abstract of the Eligible Assignments of the Applicant
- Form 3 (B): Abstract of the Specific Assignments of the Applicant
- Form 4: Average Annual Turnover From Consultancy Services
- Form 5: Format for Power of Attorney Authorised Personnel
- Form 6: Format for Power of Attorney for Lead Member
- Form 7: Format for Joint Bidding Agreement (JV/ Consortium)
- Form 8: Format for Bank Guarantee Format For Bid Security

Appendix-II: Technical Proposal

Form 1: Proposed Methodology & Work Plan

Form 2(A): Team Composition and Task Assignments

Form 2 (B): CV of Key Personnel

Form 3 (A): Eligible Assignment of Key Personnel

Form 3 (B): Specific Assignment of Key Personnel

Form 4: Abstract of Eligible Assignment of Key Personnel

Form 5: Proposal for Sub-Consultant(s)

Appendix-III: Financial Proposal

Form 1: Covering Letter

Form 2: Financial Proposal

Form 3: Estimate of Personnel Cost

**2.10 Clarifications**

2.10.1 Applicants requiring any clarification on the RFQ-cum-RFP may send their queries to the Authority in writing by speed post/ courier/ special messenger and by e-mail so as to reach before the date mentioned in the Schedule of Selection Process at SCHEDULE-3: DATA SHEET. The envelopes shall clearly bear the following identification:

**“Queries concerning RFQ-cum-RFP for Selection of Technical Consultant for Preparation of Detailed Techno-Economic Feasibility Report for Implementation of Ro-Ro Ferry Service in Andaman & Nicobar Island”**

The Authority shall endeavour to respond to the queries within the period specified SCHEDULE-3: DATA SHEET 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 and copies thereof will also be circulated to all Applicants who have purchased the RFQ-cum-RFP document 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 RFQ-cum-RFP**

2.11.1 At any time before the submission of Proposals, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFQ-cum-RFP documents by issuance of amendment(s). All amendments/ corrigenda will be posted only on the Authority’s website.

2.11.2 All such amendments will be posted on the Official Website of the Authority and will be binding on all Applicants.

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

## **C. PREPARATION AND SUBMISSION OF PROPOSAL**

### **2.12 Language**

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 RFQ-cum-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 all 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 RFQ-cum-RFP with reference to Clause 2.9. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects.

2.13.2 The Applicant shall prepare and submit the Proposal as per the instructions given in SCHEDULE-3: DATA SHEET.

2.13.3 The Proposal, and its copy, shall be typed or written in indelible ink and 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 certified by a notary public in the form specified in Appendix-I (Form-5) shall accompany the Proposal.

2.13.4 Applicants should note the PDD, as specified in SCHEDULE-3: DATA SHEET, for submission of Proposals. Except as specifically provided in this RFQ-cum-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 PDD 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 Pre-Qualification and Technical Proposal**

- 2.14.1 Applicants shall submit the pre-qualification proposal in the formats at Appendix-I (the “**Pre-Qualification Proposal**”). While submitting the Pre-Qualification Proposal, the Applicant shall, in particular, ensure that:
- (a) The Processing Fee is provided;
  - (b) The Bid Security is provided;
  - (c) All forms are submitted in the prescribed formats and signed by the prescribed signatories;
  - (d) power of attorney, if applicable, is executed as per Applicable Laws;
  - (e) The proposal is responsive in terms of Clause 3.1
- 2.14.2 Applicants shall submit the technical proposal in the formats at Appendix-II (the “**Technical Proposal**”).
- 2.14.3 While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:
- (a) All forms are submitted in the prescribed formats and signed by the prescribed signatories;
  - (b) CVs of all Key Personnel have been included;
  - (c) Key Personnel proposed have good working knowledge of English language;
  - (d) Key Personnel would be available for the period of the assignment;
  - (e) no Key Personnel should have attained the age of 75 years at the time of submitting the proposal; and
  - (f) the CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFQ-cum-RFP;
  - (g) The proposal is responsive in terms of Clause 3.2
- 2.14.4 Failure to comply with the requirements spelt out in this Clause 2.14 shall make the Proposal liable to be rejected.
- 2.14.5 If an individual Key Personnel makes a false averment regarding his/her qualification, experience or other particulars, he shall be liable to be debarred for any future assignment of the Authority for a period of 3 (three) years. The award of this Consultancy to the Applicant may also be liable to cancellation in such event.
- 2.14.6 The Pre-Qualification Proposal and Technical Proposal shall not include any financial information relating to the Financial Proposal.
- 2.14.7 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 APPENDIX-II: TECHNICAL PROPOSAL: Form-2.

- 2.14.8 An Applicant may, if it considers necessary, propose suitable Sub-Consultants in the specific area of expertise. Credentials of such Sub-Consultants should be submitted in APPENDIX-II: TECHNICAL PROPOSAL: Form-5. A Sub-Consultant, however, shall not be a substitute for any Key Personnel.
- 2.14.9 The Authority reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFQ-cum-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 there
- 2.14.10 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 RFQ-cum-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 Selected Applicant or Consultant, as the case may be.

In such an event, the Authority shall forfeit and appropriate the Performance Security, if available, 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-III (the “Financial Proposal”) clearly indicating the Total Financial Bid 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:
- (a) 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.
  - (b) 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.

(c) Costs (including break down of costs) shall be expressed in INR.

## **2.16 Submission of Proposal**

2.16.1 The Applicant shall submit Original and a Copy of Pre-Qualification Proposal, Technical Proposal and Financial Proposal as per SCHEDULE-3: DATA SHEET and the Content of the RFQ-cum-RFP as per Clause 2.9. The Pre-Qualification Proposal and Technical Proposal must necessarily be ‘Hard Bound’ separately and all pages serially numbered and properly indexed. ‘Hard Bound’ implies such binding between two covers through stitching whereby it may not be possible to replace any paper without disturbing the document. In case of any discrepancy between the original and the copy (including soft copy) of the proposals, the contents as per original will only be considered. Each page of the submission shall be initialled by the Authorised Representative of the Applicant as per the terms of the RFQ-cum-RFP. In case the proposal is submitted on the document downloaded from the Official Website, the Applicant shall be responsible for its accuracy and correctness 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 or photocopied version of the RFQ-cum-RFP and the original RFQ-cum-RFP issued by the Authority, the latter shall prevail.

2.16.2 The Pre-Qualification Proposal with Processing Fee as per Clause 1.4 and the Bid Security as per Clause 2.20, shall be placed in a sealed envelope clearly marked “Request for Qualification (RFQ)” along with the address of the Authority and details as given in the Clause 1.11 of the contract. The Technical Proposal and Financial Proposal shall be placed in a separate sealed envelope clearly marked “Request for Proposal (RFP)” all along with the address of the Authority and details as given in the Clause 1.11 of the contract. The envelopes marked “Request for Qualification (RFQ)” and “Request for Proposal (RFP)” shall be placed into an outer sealed envelope bearing the submission address, name of assignment, details as given in the Clause 1.11 of the contract, and marked “DO NOT OPEN, EXCEPT IN THE PRESENCE OF THE EVALUATION COMMITTEE.”

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

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

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

2.16.5 The Proposal shall be made in the Forms specified in this RFQ-cum-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.

2.16.6 The rates quoted shall be firm throughout the period of performance of the assignment up to and including acceptance of the Feasibility Report by the Authority and discharge of all obligations of the Consultant under this Agreement.

**2.17 Proposal Due Date**

- 2.17.1 Proposal should be submitted on the Proposal Due Date (PDD) and time specified in SCHEDULE-3: DATA SHEET, at the address mentioned in SCHEDULE-3: DATA SHEET, in the manner and form as detailed in this RFQ-cum-RFP.
- 2.17.2 The Authority may, in its sole discretion, extend the PDD 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 the Proposal Due Date, as mentioned in SCHEDULE-3: DATA SHEET, shall not be eligible for consideration and shall be summarily rejected. Any alteration/ modification in the Proposal or additional information or material supplied subsequent to the due date, unless the same has been expressly sought for by Authority, shall be disregarded.

**2.19 Modification/ substitution/ withdrawal of Proposals**

- 2.19.1 The Applicant may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by the Authority prior to PDD. No Proposal shall be modified, substituted, or withdrawn by the Applicant on or after the PDD.
- 2.19.2 The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.16, with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.
- 2.19.3 Any alteration / modification in the proposal or additional information or material subsequent to the PDD, 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 in the form of a Demand Draft/ Bank Guarantee issued by a scheduled Commercial Bank in India in favour of “Pay and Accounts Officer, NITI Aayog, New Delhi”, payable at New Delhi (the “**Bid Security**”), for an amount mentioned in SCHEDULE-3: DATA SHEET. The Bid Security shall be in the format given as part of the RFQ-cum-RFP. The Bid Security shall be valid for a period of 45 days beyond the Bid validity period as stipulated in SCHEDULE-3: DATA SHEET. Refer APPENDIX-I: PRE-QUALIFICATION PROPOSAL: Form-8 for the format of Bank Guarantee for Bid Security.
- 2.20.2 Any Pre-Qualification Proposal not accompanied by the Bid Security shall be rejected by the Authority as non-responsive.
- 2.20.3 The Authority will not be liable to pay any interest on the Bid Security. Bid Security of Pre-Qualified but unsuccessful Applicants shall be returned, without any interest, within one month after grant of the Letter of Award to the Selected Applicant. The Selected Applicant’s Bid Security shall be returned, without any interest upon the Applicant accepting the Letter of Award and furnishing the Performance Security in accordance with provision of the RFQ-cum-RFP.

- 2.20.4 Bid Security of the Selected Applicant will be forfeited if it fails to furnish the required Performance Security within the specified period.
- 2.20.5 The Applicant, by submitting its Proposal pursuant to this RFQ-cum-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 RFQ-cum-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 RFQ-cum-RFP;
  - (c) If the Applicant withdraws or amends its Proposal or impairs or derogates from the provision of the RFQ-cum-RFP in any respect within the period of Bid Validity;
  - (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 the 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 Within 15 days from the issuance of Letter of Award by the Authority, the Selected Applicant shall furnish Performance Security to the Authority, for an amount mentioned in the SCHEDULE-3: DATA SHEET. This Performance Security shall remain valid up to 3 (three) months after the date of completion of all contractual obligations by the Selected Applicant. The Performance Security shall be in the prescribed form as provided in the RFQ-cum-RFP.
- 2.21.2 The Liquidated Damages for error/variation and Liquidated Damages for delay shall be recovered by appropriation from the Performance Security – as provided in the Agreement.
- 2.21.3 If Selected Applicant fails to fulfil its obligations in terms of the Contract, the Performance Security may be invoked by the Authority as compensation.
- 2.21.4 If any amendment is issued to the Contract, the Selected Applicant shall, within twenty one days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.
- 2.21.5 The Authority shall have the right to appropriate the Performance Security, in whole or in part, in the event of breach of Contract or for recovery of liquidated damages. Subject to the above sub-clauses, the Authority will release the Performance Security without any interest to the Selected Applicant on completion of the firm's contractual obligations.

## **D. EVALUATION PROCESS**

### **2.22 Evaluation of Proposals**

- 2.22.1 The Authority shall open the Proposals as per the schedule provided in SCHEDULE-3: DATA SHEET and in the presence of the Applicants who choose to attend. The envelopes marked “Pre-Qualification Proposal” shall be opened first. The envelopes marked “Technical Proposal and Financial Proposal” shall be kept sealed for opening 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 RFQ-cum-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 Proposal is received in the form specified in RFQ-cum-RFP;
  - (b) It is received by the PDD including any extension thereof pursuant to Clause 2.17;
  - (c) It is accompanied by Processing Fee and Bid Security;
  - (d) It is signed, sealed, bound together in hard cover and marked as stipulated in the RFQ-cum-RFP;
  - (e) It is accompanied by the Power of Attorney;
  - (f) It contains all information (complete in all respect) as request in the RFQ-cum-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 RFQ-cum-RFP.
- 2.22.6 Responsive Pre-Qualification Proposals submitted by the Applicants should fulfil the Minimum Qualification Criteria. In case an Applicant does not fulfil the Minimum Qualification Criteria, the Technical Proposal of such Applicant will not be opened and evaluated further. In such cases, the envelopes containing the Technical Proposal and Financial Proposal will be returned unopened after completion of evaluation of Pre-Qualification. All Applicants who meet the Minimum Qualification Criteria would be shortlisted as Qualified Applicants.
- 2.22.7 Technical Proposals of Qualified Applicants shall be checked for responsiveness in accordance with the requirements of the RFQ-cum-RFP and only those Technical Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this RFQ-cum-RFP document. The Technical Evaluation as

specified in section 3 of this RFQ-cum-RFP will be carried out only for responsive submissions of Qualified Applicants.

- 2.22.8 Based on this Technical Evaluation, a list of Technically Qualified Applicants shall be prepared. The Financial Proposals of only the Technically Qualified Applicants will be opened. The Authority will notify the Technically Qualified Applicants, indicating the date and time set for opening the Financial Proposals. The notification may be sent by registered letter, facsimile, or electronic mail.
- 2.22.9 Before opening of the Financial Proposals, the list of Technically Qualified Applicants along with their Technical Scores 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 based on section 3.
- 2.22.10 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.
- 2.22.11 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 on the Applicant if the Consultancy is subsequently awarded to the Applicant.

## **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 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 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.

Authority will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process.

## **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 submitted in the Financial Proposal, but will be for re-confirming the obligations of the Consultant under this RFQ-cum-RFP. Issues such as deployment of Key Personnel, understanding of the RFQ-cum-RFP, methodology and quality of the work plan shall be discussed during negotiations. 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 or else this may lead to disqualification of the Applicant or termination of the Agreement
- 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, cancel 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 in SCHEDULE-3: DATA SHEET. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.

**2.30 Commencement of Assignment**

The Consultant shall commence the Consultancy within 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 LOA or the Agreement, as the case may be, may be cancelled /terminated and the Bid Security of the first ranked Applicant shall be forfeited and appropriated in accordance with 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 Pre-Qualification Proposals**

3.1.1 Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFQ-cum-RFP at each evaluation stage as indicated below.

3.1.2 Pre-Qualification Proposals will be considered responsive only if:

- (a) The Pre-Qualification Proposal is received in the format specified in this RFQ-cum-RFP and comprises all the Forms included in Appendix-I of this RFQ-cum-RFP and the Incorporation Certificate / Establishment Certificate of the Applicant and Consortium Member, if any;
- (b) It is received by the Proposal Due Date including any extension thereof;
- (c) It is accompanied by Processing Fee as specified in this RFQ-cum-RFP;

- (d) It is accompanied by Bid Security as specified in this RFQ-cum-RFP;
- (e) It is accompanied by power of attorney, if applicable, is executed as per Applicable Laws;
- (f) It is signed, sealed, bound together in hard cover and marked as stipulated in this RFQ-cum-RFP;
- (g) It does not contain any condition or qualification; and
- (h) It is not non-responsive in terms hereof.

3.1.3 Responsive Pre-Qualification Proposals submitted by the Applicants should fulfil the Minimum Qualification Criteria. In case an Applicant does not fulfil the Minimum Qualification Criteria, the Technical Proposal of such Applicant will not be opened and evaluated further. In such cases, the RFP envelopes containing the Technical Proposal and Financial Proposal will be returned unopened after completion of evaluation of Pre-Qualification. All Applicants who meet the Minimum Qualification Criteria would be shortlisted as Qualified Applicants.

### **3.2 Evaluation of Technical Proposals**

3.2.1 Technical Proposals will be considered responsive only if:

- (a) The Technical Proposal is received in the form specified in this RFQ cum RFP and comprises all the Forms included in Appendix II of this RFQ-cum-RFP;
- (b) It is received by the Proposal Due Date including any extension thereof in terms hereof;
- (c) It is signed, sealed, bound together in hard cover and marked as stipulated in this RFQ-cum-RFP;
- (d) It does not contain any condition or qualification; and
- (e) It is not non-responsive in terms hereof.

3.2.2 Technical Proposals of Qualified Applicants shall be checked for responsiveness in accordance with the requirements of the RFQ-cum-RFP and only those Technical Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this RFQ-cum-RFP document. The Technical Evaluation as specified in this RFQ-cum-RFP will be carried out only for responsive submissions of Qualified Applicants.

3.2.3 The Qualified Applicants will be called to make presentations to the Technical Sub-Committee as per SCHEDULE-3: DATA SHEET.

3.2.4 The minimum technical score required to qualify under Technical Evaluation is 60 Points out of 100. Applicants scoring 60 points or above will be shortlisted as Technically Qualified Applicants.

3.2.5 The criteria for Technical Evaluation and weightages are given below:

<b>Item</b>	<b>Parameter</b>	<b>Maximum Marks</b>	<b>Criteria</b>
1.	Relevant Experience of the Applicant	25	Breakup Provided below:
1(a)	General experience of the Applicant	10	Marks shall be awarded for the number of Eligible Assignments undertaken by the Applicant
1(b)	Specific experience of the Applicant	15	Marks shall be awarded for the number of Specific Assignments undertaken by the Applicant
2.	Proposed methodology and workplan	10	Evaluation will be based on the Quality and Work plan of Submissions – Based on Presentation from Qualified Applicants
3.	Relevant Experience of Key Personnel	65	Breakup Provided below:
3(a).	Team Leader	12	Marks shall be awarded for the number of Eligible Assignments and Specific Assignments
3(b).	Project Co-ordinator cum Deputy Team Leader	10	Marks shall be awarded for the number of Eligible Assignments and Specific Assignments
3(c)	Port Planning Expert	10	Marks shall be awarded for the number of Eligible Assignments and Specific Assignments
3(d).	Navigation Expert cum Naval Architect	10	Marks shall be awarded for the number of Specific Assignments
3(e)	Economist / Market Analyst	5	Marks shall be awarded for the number of Eligible Assignments / Specific Assignments
3(f).	Financial Analyst	5	Marks shall be awarded for the number of Eligible Assignments / Specific Assignments
3(g)	Environment Specialist	8	Marks shall be awarded for the number of Eligible Assignments / Specific Assignments
3(h).	Social Specialist	5	Marks shall be awarded for the number of Eligible Assignments / Specific Assignments
	<b>Total</b>	<b>100</b>	

3.2.6 Each Key Personnel must score minimum of 60% (sixty percent) marks except as provided herein. A Proposal shall be rejected if the Team Leader scores less than 60% (sixty percent) marks or any two of the remaining Key Personnel score less than 60% (sixty percent) marks. In case the Selected Applicant has one Key Personnel, other than

the Team Leader, who scores less than 60% (sixty percent) marks, he would have to be replaced during negotiations, with a better candidate who, in the opinion of the Authority, would score 60% (sixty percent) or above.

3.2.7 The Authority will notify Qualified Applicants who fail to score the minimum technical score and return their Financial Proposals unopened after completion of the Selection Process. The Financial Proposal of only the Technically Qualified Applicants will be opened.

### **3.3 Evaluation of Financial Proposal**

3.3.1 Financial Proposal will be considered responsive only if:

- (a) The Financial Proposal is received in the form specified in this RFQ-cum –RFP and comprises all the Forms included in Appendix-III of this RFQ-cum-RFP;
- (b) It is received by the Proposal Due Date including any extension thereof in terms hereof;
- (c) It is signed, sealed, bound together and marked as stipulated in this RFQ-cum-RFP;
- (d) It does not contain any condition or qualification; and
- (e) It is not non-responsive in terms hereof.

3.3.2 The Financial Evaluation will be carried out in respect of the Technically Qualified Applicants and each Financial Proposal will be assigned a financial score (SF). For Financial Evaluation, the Total Financial Bid indicated in the Financial Proposal will be considered. The lowest financial proposal (FM) will be given a financial score (SF) of 100 points.

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

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

(F = Total Financial Bid as per Financial Proposal)

### **3.4 Combined and Final Evaluation**

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

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

Where S is the combined score, and  $T_w$  and  $F_w$  are weights assigned to Technical Proposal and Financial Proposal, as given in the SCHEDULE-3: DATA SHEET

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 by the Authority at its discretion 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 RFQ-cum-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 Performance Security, if available, 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 RFQ-cum-RFP, including consideration and evaluation of such Applicant’s Proposal.]
- 4.2 Without prejudice to the rights of the Authority under Clause 4.A 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 RFQ-cum-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 Clause, 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 Applicant shall be convened at the designated date, time and place. Only those Applicant, who have purchased the RFQ-cum-RFP document or downloaded the same 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 Applicant will be free to seek clarifications and make suggestions for considerations of the Authority. The Authority shall endeavour to provide clarification and such further information as it may, in its sole discretion, consider appropriate for facilitation 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 Delhi which 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: SCOPE OF SERVICES**

### **1 GENERAL:**

- 1.1 With the view to develop the Inter-Island Connectivity with specific reference to Havelock Island, Neil island, Long Island, Ross Island, Smith Island & Aves Island (hereinafter referred to as the “Identified Islands”) the Andaman & Nicobar Administration (“UT Administration”) has approached NITI Aayog (the “Authority”) to undertake Detailed Techno-Economic Feasibility Study (hereinafter referred to as “Feasibility Report”) and Transaction Advisory Services for implementation of Roll on & Roll off (“Ro-Ro”) services through vehicle ferries on Public Private Partnership (“PPP”) mode (hereinafter referred to as the “Project”) in two phases.
- 1.2 The Authority seeks to appoint a Technical Consultant (the “Consultant”) who shall prepare a Detailed Techno-Economic Feasibility Report for implementation of the Project. The said Feasibility Report shall inter-alia include traffic, engineering surveys, technical-economic feasibility and financial feasibility (collectively the “Consultancy”). The Objective of this Consultancy is to undertake surveys, appraise the Project, develop a revenue model and prepare a detailed techno-economic feasibility study to enable the UT Administration to implement the Project at the Identified Islands of Andaman & Nicobar.
- 1.3 Pursuant to the Feasibility Study, the Consultant, in Consultation with the Authority, shall assist in preparation of the Model Concession Agreement (“MCA”) for implementing Ro-Ro Ferry Services on PPP mode. The Authority shall appoint a Transaction Advisor for formulation of the MCA and bear related expenses.
- 1.4 The Applicant shall make available the Team Leader and other Key Personnel to attend and participate in meetings, conferences and discussions with the Authority and shall otherwise advise on and assist the Authority in the diverse technical and commercial issues related to the Project that may arise from time to time.
- 1.5 The Terms of Reference (the “TOR”) and the Scope of the Consultancy for this assignment are specified below

### **2 SCOPE OF SERVICE:**

The Scope of Services of the consultancy shall be undertaken in two Phases:

#### **2.1 PHASE I: PREPARING THE FEASIBILITY REPORT**

The objective of this phase is to undertake independent surveys and prepare a detailed techno-economic feasibility report for the Project. The said Feasibility Report shall inter-alia comprise:

##### **2.1.1. Need for the Project**

- (a) Analysis of the concept of Ro-Ro Ferry Services and allied Infrastructure Globally and in India, along with latest cost-cum-technology competitive alternatives available and make recommendations to the Authority

- (b) Analyse the need for the Project in the Identified Islands based on traffic study by undertaking analysis of cargo trade and passenger flows and market opportunities from the hinterland etc.
- (c) Identify the required project facilities and allied infrastructure based on the traffic (cargo) volume forecasting and existing facilities
- (d) Outline specifications for a suitable Ro-Ro/Ro-Pax vessel as determined from a combination of the logistical demands on the vessel and the parametric relationships between the physical characteristics of Ro-Ro vessels.
- (e) Setting all output specifications of the type of service & vessels proposed & required for efficient running of the jetty service.
- (f) Outlining the key performance indicators that the service will be measured against.

### **2.1.2. Reconnaissance Survey**

- (a) The consultant is expected to review and update the existing detailed traffic survey reports available with the UT Administration. The report would focus on the local transportation needs and review of the existing modes of transportation. The consultant would review and update the existing surveys on the type of vehicles and type of goods used for transportation in the Identified Island. The requisite approvals and permits for the operations had been identified by the UT Administration, the consultant would help the UT Administration in reviewing the same and proposing if any additional approvals or permits would be required.
- (b) Based on the traffic survey reports, identify suitable origin and destination, along with potential routes in and across the Identified Islands and potential locations for Ro-Ro/ Ro-Pax service to cater to the passengers of the Identified Islands.
- (c) Through the traffic survey reports and initial site visits the Consultant is expected to at-least cover existing transportation infrastructure, key modes of transportation, traffic survey, along with economic activity and growth potential, allied infrastructure required (greenfield / brownfield) for setting up the project, nature and capacity of Ro-Ro Ferry vessels suitable for the project in the identified islands etc.
- (d) The consultant at this stage is required to conduct interactions/ discussions with all relevant departments/ stakeholders of all the Identified Islands. The discussions/ interactions should be aimed at validating all the preliminary analysis done based on the information/ data collected.

### **2.1.3. Technical Aspects**

- (a) Detailed assessment of existing infrastructure and recommendations for potential infrastructure required for implementing the project.
- (b) Review previous studies and map planned and ongoing infrastructure projects. Review available geotechnical and ground investigation reports.
- (c) Review of the engineering surveys and investigation conducted to recommend suitable locations for setting up or refurbishing existing jetties / terminals and allied infrastructure

- (d) Review of Preliminary bathymetry surveys, Meteorological, Morphologic, Soil investigation, Topographical data with a view for checking the adequacy of the proposed Project facility. For this purpose, consultant is required to refer existing Indian Naval Chart published by National Hydrographic Office (NHO). After identification of sites the consultant need to carry out fresh bathymetry survey at 500 line Km for the chart scale of 1:10000 and 15 line Km shallow seismic profile.
- (e) Requirements for additional surveys – Identify gaps in existing information and conduct additional surveys (if required) to cover ground investigation, topographic survey and hydrological study
- (f) Estimate the Land requirement for the Project facility and Review the reports on the land availability, considering the availability including status of the land
- (g) Primary site analysis to examine ecological sensitivity based on proximate analysis and visual analysis including boundaries of such eco system may have to be included in respect of suggested locations. In addition to examining the neighbouring Marine National / Sanctuary Park.
- (h) Based on the engineering surveys, traffic study, infrastructure requirement and other technical considerations suggest suitable origin and destination, along with potential routes in and across the Identified Islands for implementation of the Project, along with the allied Infrastructure.
- (i) Review and finalisation of layout plan prepared for the terminals
- (j) Finalisation of the Preliminary design of the terminal facilities
- (k) Review and updated (if required) BOQ and or block cost estimates prepared earlier based on the applicable SOR
- (l) Necessity of dredging within the terminal area as well as approach channel on the basis of levels as per bathymetry survey and depth required for the probable ferry vessel.
- (m) Identification of minimum Project Requirements / Services / Benchmark Standards, along with list of activities (both on-sea as well as on-shore facilities) for the private developer.

2.1.4. The recommendation based on the above sub-sections 2.1.1, 2.1.2 and 2.1.3 above should be supported with engineering, commercial and operational feasibility study that would inter-alia also comprise of following key elements:

- (a) An overview of the market targeted by the proposed service;
- (b) Timetable and voyage frequency examples. Consideration of the two vessel option. Vessel operating costs.
- (c) Vessel requirement and various vessel procurement/ hiring options.
- (d) The level of frequency that would be required to operate a viable Ro-Ro service together with indicative running costs.
- (e) An analysis of the proposed service vis-à-vis competing alternatives;

- (f) An assessment of the operational and economic risks to the project because of Competition
- (g) Assessment of the existing and required infrastructure

#### **2.1.5. Social & Environment Impact Assessment**

The Consultant shall undertake social impact assessment due to the implementation of the Project, especially the persons affected due to the Project and requiring resettlement and rehabilitation. The extant policies and guidelines of the government would be kept in view while undertaking the assessment. The Consultant shall prepare a plan for involuntary resettlement and land acquisition for setting up of allied infrastructure, which shall include the following:

- (a) Prepare in accordance with guidelines of the Government, a draft Resettlement and Land Acquisition Plan;
- (b) Prepare area specific social assessments for benefits accruing to people in the Project's area of influence
- (c) In consultation with local stakeholders, government and the Authority, develop an entitlement matrix, on the basis of the consultations, socio-economic surveys, and inventories of losses that will determine the amount of compensation in accordance with the guidelines and policies of the Government;
- (d) Prepare the plans with full stakeholder participation, including the Government and the Authority. Consult with affected persons and community-based organizations to ensure that all affected persons have been fully informed of their entitlements through the consultative processes initiated by the Government and the Authority. Ensure that communities and displaced (land & business opportunities) persons understand the project, its impacts, and the responsibilities of the parties
- (e) Analyse and confirm the following aspects that will apply to land acquisition and resettlement in the project area: (i) laws and regulations, including local practices; (ii) budgetary processes for involuntary resettlement and land acquisition and providing economic support to people whose business have been impacted; (iii) schedules for these activities that are coordinated with the construction schedule; and (iv) administrative arrangements and requirements.
- (f) The Consultant shall undertake environment impact assessment of the Project as per provisions of the Applicable Laws on environment protection and identify a package of measures to reduce/eliminate the adverse impact identified during the assessment. An environmental impact assessment report and environmental management plan shall be prepared based on such assessment. The management plan shall include project specific mitigation and monitoring measures for identified impacts as well as management and monitoring plans to address them.
- (g) The Consultant shall also assist the Authority in conducting public hearings and addressing the comments and suggestions received during the EIA process with a view to getting environmental clearance from the competent authority.

**2.1.6. Safety & Service Standards**

- (a) The Consultant shall demonstrate that the technical constraints/ design outline suggested in the Feasibility Report, including the alignment of the Project, is in accordance with the Manual of Specifications and Standards, and will provide a safe environment for users.
- (b) It will bring out in a separate chapter how the safety of the Project shall be improved as a result of the proposed works.
- (c) The Consultant shall also recommend suitable world standard for construction & operations/ maintenance of the Project.

**2.1.7. Project Cost**

- (a) The Total Project Cost shall be computed on the basis if the complete Project, along with the allied infrastructure and other implicit costs, is to be implemented by the Government/ Authority
- (b) The Consultant shall work out indicative BOQ of various components and prepare rough cost estimates of the Project with a break up of cost for each component separately. To the construction cost so arrived at, the Consultant may add upto 15% (fifteen five per cent) thereof as a lumpsum provision for physical and price contingencies, interest during construction and other financing costs, pre-construction expenses etc.

**2.1.8. Financial & Economic Analysis**

Detailed financial analysis at each existing and proposed facility in Identified Islands is required to be undertaken by the Consultant. However, the Consultant shall provide the estimated construction costs, operation and maintenance costs, traffic forecast, revenues etc. as part of its financial analysis and appraisal of the Project.

While undertaking the financial analysis and projecting the Financial Viability indicators like IRR, NPV, Payback Period etc, the following assumptions shall be adopted:

- (a) An overview of the market targeted (primary, secondary and territorial hinterland) by the proposed service;
- (b) The infrastructure required and the likely costs.
- (c) Timetable and voyage frequency examples. Consideration of the probable number of vessel option. Vessel operating costs.
- (d) The level of frequency and the number of operators that would be required to operate a viable Ro-Ro service together with indicative running costs.
- (e) An analysis of the proposed service vis-à-vis competing alternatives;
- (f) An detailed risk assessment to which the new service would be exposed;
- (g) Capital cost shall be adopted as per estimates of construction cost to which appropriate per cent shall be added for physical and price contingencies, interest during construction, other financing costs etc;
- (h) Operational and Maintenance Cost

- (i) The construction period may be fixed by reference to the year in which the projected traffic would be expected to be handled in the Project; and
- (j) The Consultant shall
  - i. Develop a detailed financing model to work out cash flow statement, statement of profit & loss and balance sheet
  - ii. Calculate the NPV and IRR (project and equity) and financial viability indicators for the Authority and the other stake holders of the Project.
  - iii. It will 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; scenarios of traffic based on competing routes;
  - iv. Conduct a detailed risk analysis operational, strategic and financial by considering the possible values for key variables based on records, and their occurrence probability.
- (k) Economic Analysis: The consultant should undertake detailed economic analysis for the project, which shall include but not limited to econometric analysis, estimation of economic IRR etc. for the Project.

#### **2.1.9. Regulatory Requirements and Implementation Plan**

The Consultant shall:

- (a) Indicate statutory clearances/ permits / sanctions / approvals/ changes in existing laws/by-laws to be obtained / required for implementing the Project
- (b) Review the existing Government Laws, UT By-laws, Constitution and Powers vested with the Project implementing Authority.
- (c) Plan for implementation of the Project with all Pro's and Con's of each possible technically feasible and financially viable combination.

#### **2.2 PHASE II: SUPPORT IN PREPARATION OF MCA**

The objective of this phase is to prepare a detailed Concept Note for preparation of Model Concession Agreement ("MCA"):

- (a) Recommendation in relation to the suitable Technical & Financial Qualification for the Selection of the Project development company
- (b) Recommendation in relation to the Concession Period
- (c) Advice on any Industry/ Sector/ Project Specific Condition (s) to be included as Condition Precedent or Continuing Obligation or likewise in the MCA, along with reasons/ explanation for the same
- (d) Finalise all the technical schedules of Concession Agreement (along with the Transaction Advisor appointed by the Authority), drawing upon the deliverables of Phase-I of the Project.
- (e) Assistance in seeking approvals from PPPAC & EI
- (f) Assistance in replying to the queries of the probable bidders

- (g) Assistance in preparation of the bid documents and subsequent roll out of the bid documents.

### **3 SEQUENCE OF 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. 5 (five) hard copies and two soft copies in CDs of all the final reports, drawings, etc. shall be submitted to the Authority. For draft reports also 5 (five) hard copies and 1 (one) soft copy in CD shall be submitted to the Authority. The size of drawings shall be A-3 (maximum). The deliverables shall be drafted and delivered in the following two phases:

#### **3.1 PHASE I: PREPARING FEASIBILITY REPORT**

Final Detailed Project Feasibility Report incorporating with the further necessary study if required and suggestions of the Authority and the UT Administration.

#### **3.2 PHASE II: SUPPORT IN PREPARATION OF MCA**

- (a) Assist the Transaction Advisor appointed by the Authority in:
- Assessing risks associated with various PPP models for implementation
  - Identifying bidding parameters, key performance indicators etc.
  - Preparing Concept Note including incorporating with the further necessary study if required and suggestions of the Authority and the UT Administration.
- (b) Detailed Technical Schedules along with Technical & Financial Qualification for the Selection of the Project development company
- (c) Assistance to the Authority in finalising the replies to the queries received by the prospective bidders

### **4 MEETINGS**

- (a) The Authority may review with the Selected Applicant, any or all of the documents and advice forming part of the Consultancy, in meetings and conferences which will be held in at the Authority’s office.
- (b) Further, the Selected Applicant may be required to attend meetings and conferences with pre-qualified bidders / the selected bidder / Govt. agencies or as directed by the Authority from time to time.
- (c) The expenses towards attending such meetings or at any other place during the period of Consultancy, including travel costs and lodging cost shall be included in the cost of the services.
- (d) The Authority may, in its discretion, require the Selected Applicant to participate in extended meetings and/or work from the offices of the Authority and the Selected Applicant shall, on a best endeavour basis and without unreasonable delay, provide such services at the offices of the Authority.

## **5 TIME & PAYMENT SCHEDULE**

5.1.1. The schedule for completing the deliverables shall be determined by the maximum number of weeks from the Effective Date of the Agreement (the “Key Dates” or “KD”). The Payments in respect of the Services & the Deliverables shall be made as follows:-

**(a) Phase - I**

<b>Key Date No.</b>	<b>Deliverable</b>	<b>Timeline (from commencement)</b>	<b>Percentage of Financial Bid</b>
KD1	Preliminary Site visit cum Inception Report	2 weeks <sup>\$</sup>	10%
KD2	Report on Traffic Survey, demand analysis	6 weeks	5%
KD3	Engineering Surveys & Investigations including collection of all marine data, selection of terminal site, layout plan, preliminary design, & Infrastructure Requirement, BOQ and or block cost estimate including Capital and maintenance dredging cost	12 weeks	10%
KD4	Draft Report on Environment and Social Impact Assessment	16 weeks	15%
KD5	Draft Detailed Project Feasibility Report, along with the Financial Model (in MS Excel Version). This shall be followed by a detailed presentation to the Authority	20 weeks <sup>\$\$</sup>	10%
KD6	Final Detailed Project Feasibility Report, along with the Financial Model (in MS Excel Version). This shall be followed by a detailed presentation to the Authority	24 weeks	15%
KD7	Final Report on Environment and Social Impact Assessment	30 weeks	10%
	<b>Total</b>	<b>75%</b>	

\$: The consultant is expected to review the existing reports and documents with the authority and based on the review submit the inception report proposing any additional timelines if required.

\$\$: Excludes the time taken by the Authority in providing comments on the Draft Project Documents. The Consultant shall maximum one week for submission of the revised & updated document after incorporating the comments of the Authority.



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**(b) Phase - II**

<b>Key Date No.</b>	<b>Deliverable</b>	<b>Timeline (from commencement)</b>	<b>Percentage of Financial Bid</b>
KD1	Finalisation of the Technical schedules required for the MCA (Technical Schedules) and assistance in seeking approvals from PPPAC & EI	34 weeks	10%
KD2	Assistance to the Authority in finalising the replies to the queries received by the prospective bidders	38 weeks	5%
KD3	Receipt of the Bids from the prospective bidders	42 weeks	10%
	<b>Total</b>	<b>25%</b>	

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

**SCHEDULE – 2: AGREEMENT**

**AGREEMENT**

**FOR**

**PREPARATION OF DETAILED TECHNO-ECONOMIC FEASIBILITY REPORT  
FOR IMPLEMENTING**

**RO-RO FERRY PROJECT IN ANDAMAN & NICOBAR**

**RFQ-cum-RFP for Selection of Technical Consultant for Implementing Ro-Ro Ferry Services in Andaman & Nicobar Islands**

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**SCHEDULE-3: DATA SHEET**

<b>Reference</b>	<b>Description</b>
Objective of the consulting assignment	<b>Consultancy Services For Preparation of Detailed Techno-Feasibility Report For Implementation of Ro-Ro Ferry Service in Andaman &amp; Nicobar Islands</b>
Date of Issuance of the RFQ-cum-RFP	31 <sup>st</sup> July 2018
Last date for receiving queries / clarification	20 days prior to PDD
Pre Proposal Conference	20 <sup>th</sup> August 2018 at 1500 hrs Venue: Room No 122, NITI Aayog, Government of India, Sansad Marg, New Delhi
Last date for uploading replies to the queries and corrigendum by Authority	30 <sup>th</sup> August 2018
Due Date time for Submission of Proposal (Proposal Due Date - PDD)	14 <sup>th</sup> September 2018 at 1530 hrs
Venue for Submission of Proposal on or before PDD	Room No 355, NITI Aayog, Government of India, Sansad Marg, New Delhi
Bid Validity	3 months from Proposal Due Date
Opening of the “RFQ cum RFP” envelope	14 <sup>th</sup> September 2018 at 1600 hrs Venue: Room No 134, NITI Aayog, Government of India, Sansad Marg, New Delhi
Bid Security	INR 1,00,000/-
Performance Security	10% of Total Financial Bid (Agreement Value)
Opening of the Technical Proposal	To be notified later
Presentation on Technical Proposal to Technical Sub-Committee	To be notified later
Evaluation of the Technical Proposal	Within 2 weeks from the date of Presentation on Technical Proposal
Opening of the Financial Proposal	To be informed later
Declaration of Short listed Firms	To be informed later
Contact Person	<b>Mr. Aman Hans</b> <b>Consultant (PPP Division)</b> NITI Aayog, New Delhi Pin: 110001 Email: <a href="mailto:aman.hans@nic.in">aman.hans@nic.in</a> (Tel) 23042641

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<b>Reference</b>	<b>Description</b>
Proposal submission	Consultants must submit: Pre-Qualification Proposal: Two copies (one original + one copy) and one soft copy (PDF Format) Technical Proposal: Two copies (one original + one copy) and one soft copy (PDF Format). Financial Proposal: One original hard copy.
Evaluation weightage	The consultant to state cost in Indian Rupees only. The weights given to Technical Proposal and Financial Proposal are $T_w=0.8$ and $F_w= 0.2$ respectively
Letter of Award (LoA)	15 days from date of opening of Financial Proposal
Signing of Agreement	Within 15 days of LoA

## **SCHEDULE-4: GUIDANCE NOTE ON CONFLICT OF INTEREST**

1. This Note further explains and illustrates the provisions of Clause 2.3 of the RFQ-cum-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.
    - (ii) No consultant should be involved in owning or operating entities resulting from the project.
    - (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: PRE-QUALIFICATION PROPOSAL: FORM-1**

**LETTER OF PROPOSAL**

(On Applicant's letter head)

[Location, Date]

To

Mr. Aman Hans  
Consultant (PPP Division)  
NITI Aayog, New Delhi  
Pin: 110001  
Email: [aman.hans@nic.in](mailto:aman.hans@nic.in)  
(Tel) 23042614

**Sub:** RFQ-cum-RFP dated [date] for Selection of Consultant for **providing Consultancy Services for Preparation of Detailed Techno-Feasibility Report for Implementation of Ro-Ro Ferry Service in Andaman & Nicobar Islands**

Dear Sir,

With reference to your RFQ-cum-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.

1. 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.
2. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
3. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. 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.
5. 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.
6. I/We declare that:



- (a) I/We have examined and have no reservations to the RFQ-cum-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 RFQ-cum-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 RFQ-cum-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 RFQ-cum-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.
7. 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 RFQ-cum-RFP document.
8. 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.
9. 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.
10. 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.
11. 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.
12. 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.

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<sup>5</sup> 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.

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13. The Bid Security of Rs. .... (Rupees ..... ) in the form of a Demand Draft is attached, in accordance with the RFQ-cum-RFP document.
14. I/We agree and understand that the proposal is subject to the provisions of the RFQ-cum-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.
15. I/We agree to keep this offer valid for 90 (ninety) days from the Proposal Due Date specified in the RFQ-cum-RFP.
16. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith in Form-5.
17. 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 RFQ-cum-RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
18. I/We have studied RFQ-cum-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 of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
19. 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.
20. I/We agree and undertake to abide by all the terms and conditions of the RFQ-cum-RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFQ-cum-RFP Document.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

Member)

(Name and seal of the Applicant / Lead

**APPENDIX-I: PRE-QUALIFICATION PROPOSAL: FORM-2**

**Particulars of the Applicant**

1.1	Title of Consultancy: PREPARATION OF FEASIBILITY REPORT
1.2	Title of Project: ..... Project
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: Phone No.: E-mail address:
1.5	If the Applicant is Lead Member of a consortium, state the following for each of the other Member Firms: (i) Name of Firm: (ii) Legal Status and country of incorporation (iii) Registered address and principal place of business.
1.6	For the Applicant, (in case of a consortium, for each Member), state the following information: (i) In case of non-Indian Firm, does the Firm have business presence in India? Yes/No If so, provide the office address (es) in India.

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	<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? 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? 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? 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? 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? Yes/No</p> <p>If yes, does the Applicant (and other Member of the Applicant's 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? Yes/No</p>
1.8	<p>Does the Applicant intend to borrow or hire temporarily, personnel from contractors, manufacturers or suppliers for performance of the Consulting Services? 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? 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?  Yes/No</p> <p>(Signature, name and designation of the authorised signatory) For and on behalf of .....</p>

**APPENDIX-I: PRE-QUALIFICATION PROPOSAL: FORM-3 (A)**

**Abstract of Eligible Assignments of the Applicant<sup>§</sup>**

<b>S.No</b>	<b>Name of Project</b>	<b>Name of Client</b>	<b>Estimated capital cost of Project (in Rs. crore/ US\$ million)</b>	<b>Payment<sup>§§</sup> of professional fees received by the Applicant (in Rs. crore)</b>
(1) <sup>£</sup>	(2)	(3)	(4)	(5)
1				
2				
3				
4				

<sup>§</sup> The Applicant should provide details of only those projects that have been undertaken by it under its own name.

<sup>§§</sup> Exchange rate for conversion of US \$ shall be as per RFQ-cum-RFP

<sup>£</sup> The names and chronology of Eligible Assignments included here should conform to the project-wise details submitted in Appendix-I.

<p>Certificate from the Statutory Auditor<sup>§</sup></p> <p>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.</p> <p>Name of the audit firm:</p> <p>Seal of the audit firm</p> <p>Date:</p> <p>(Signature, name and designation of the authorised signatory)</p>
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<sup>§</sup> 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: PRE-QUALIFICATION PROPOSAL: FORM-3 (B)**

**Abstract of Specific Assignments of the Applicant<sup>§</sup>**

<b>S.No</b>	<b>Name of Project</b>	<b>Name of Client</b>	<b>Estimated capital cost of Project (in Rs. crore/ US\$ million)</b>	<b>Payment<sup>§§</sup> of professional fees received by the Applicant (in Rs. crore)</b>
(1) <sup>£</sup>	(2)	(3)	(4)	(5)
1				
2				
3				
4				

<sup>§</sup> The Applicant should provide details of only those projects that have been undertaken by it under its own name.

<sup>§§</sup> Exchange rate for conversion of US \$ shall be as per RFQ-cum-RFP

<sup>£</sup> The names and chronology of Specific Assignments included here should conform to the project-wise details submitted in Appendix-I.

<p>Certificate from the Statutory Auditor<sup>§</sup></p> <p>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.</p> <p>Name of the audit firm:</p> <p>Seal of the audit firm</p> <p>Date:</p> <p>(Signature, name and designation of the authorised signatory)</p>
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<sup>§</sup> 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: PRE-QUALIFICATION PROPOSAL: FORM-4**

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

<b>Sr. No.</b>	<b>Financial years</b>	<b>Annual Turnover from Consultancy Services of Applicant (INR)</b>
1.	2014-15	
2.	2015-16	
3.	2016-17	
4.	Average Annual Turnover from Consultancy Services of Applicant	[indicate sum of above divided by 3]

Certificate from the Statutory Auditor / Chartered Accountant

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

Name of Authorized Signatory

Designation

Name of firm

Signature of Authorized Signatory

Seal of Audit firm

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

**APPENDIX-I: PRE-QUALIFICATION PROPOSAL: FORM-5**

**Format for 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/ retained by 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 Technical Consultant for for the ..... Project, 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)



## **RFQ-cum-RFP for Selection of Technical Consultant for Implementing Ro-Ro Ferry Services in Andaman & Nicobar Islands**

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### Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the 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 Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

## **APPENDIX-I: PRE-QUALIFICATION PROPOSAL: FORM-6**

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

(To be executed by all members of the Consortium)

Whereas the NITI Aayog, Government of India (the “Authority”) has invited proposals for selection of consultant for [name of assignment] (the “Consultancy”).

Whereas, [name of Party], [name of Party] and [name of Party] (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the

Consultancy in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Consultancy, and

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS,

We, [name of Party] having our registered office at [registered address], M/s. [name of Party], having our registered office at [registered address], and M/s. [name of Party], having our registered office at [registered address], (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s [name of Member In-charge], having its registered office at [registered address], being one of the Members of the Consortium, as the Member In-charge and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”) and hereby irrevocably authorise the Attorney (with power to sub-delegate to any person) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Contract, during the performance of the services related to the Consultancy, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Consultancy, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the

Letter of Acceptance, participate in bidders’ and other conferences, respond to queries, submit information/documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Client, and/ or any other government agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Consultancy and/ or upon award thereof until the Contract is entered into with the Client.

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].

**RFQ-cum-RFP for Selection of Technical Consultant for Implementing Ro-Ro Ferry Services in Andaman & Nicobar Islands**

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SIGNED, SEALED & DELIVERED

For and on behalf of

MEMBER IN-CHARGE by:

[Signature]

[Name]

[Designation]

[Address]

SIGNED, SEALED & DELIVERED

For and on behalf of

SECOND PART by:

[Signature]

[Name]

[Designation]

[Address]

Notes:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal or official seal of all members.
2. Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
3. For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

**RFQ-cum-RFP for Selection of Technical Consultant for Implementing Ro-Ro Ferry Services in Andaman & Nicobar Islands**

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

## **APPENDIX-I: PRE-QUALIFICATION PROPOSAL: FORM-7**

### **Format for Joint Bidding Agreement (in case of JV/ consortium)**

(To be executed on stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the [date in words] day of

[month in words] [year in 'yyyy' format].

AMONGST

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

AND,

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

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

WHEREAS,

- (a) NITI Aayog, Government of India having its office at Sansad Marg, New Delhi - 110001 (hereinafter referred to as the "Client" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited proposals ("the Applications") by its Request for Qualification-cum-Request for Proposal No. [number] dated [date] (the "RFQ-cum-RFP") for appointment of consultant for [name of assignment] (the "Consultancy").
- (b) The Parties are interested in jointly bidding for the Consultancy as members of a Consortium and in accordance with the terms and conditions of the RFQ-cum-RFP document and other bid documents in respect of the Consultancy, and

**RFQ-cum-RFP for Selection of Technical Consultant for Implementing Ro-Ro Ferry Services in Andaman & Nicobar Islands**

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- (c) It is a necessary condition under the Consultancy document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

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

Client shall not in any manner be responsible or liable for the inter se allocation of payments, works etc. among the Parties;

- (c) any notice, communication, information or documents to be provided to the Consultant shall be delivered to the authorized representative of the Consultant (as designated pursuant to the Contract) and any such notice, communication, information or documents shall be deemed to have been delivered to all the Parties.

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

- (a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Party is annexed to this Agreement, and will not, to the best of its knowledge:
  - (i) require any consent or approval not already obtained;
  - (ii) violate any Applicable Law presently in effect and having applicability to it;
  - (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
  - (iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
  - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

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

**RFQ-cum-RFP for Selection of Technical Consultant for Implementing Ro-Ro Ferry Services in Andaman & Nicobar Islands**

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9. Miscellaneous

This Joint Bidding Agreement shall be governed by laws of India.

The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Institution.

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

SIGNED, SEALED & DELIVERED For and on behalf of

MEMBER IN-CHARGE by:

[Signature]

[Name]

[Designation]

[Address]

SIGNED, SEALED & DELIVERED For and on behalf of

SECOND PART by:

[Signature]

[Name]

[Designation] [Address]

In presence of:

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

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal or official seal of all members.



**RFQ-cum-RFP for Selection of Technical Consultant for Implementing Ro-Ro Ferry Services in Andaman & Nicobar Islands**

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2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

## **APPENDIX-I: PRE-QUALIFICATION PROPOSAL: FORM-8**

### **Format for Bank Guarantee Format for Bid Security**

(Refer Clause 2.20)

B.G. No.

Dated:

1. In consideration of you, ....., having its office at ....., (hereinafter referred to as the “**Authority**”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of ..... (a company registered under the Companies Act, 1956/ 2013) and having its registered office at ..... (and acting on behalf of its Consortium) (hereinafter referred to as the “**Applicant**” which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for appointment of Consultant for [name of assignment] (hereinafter referred to as the “**Consultancy**”) pursuant to the RFQ-cum-RFP Document dated ..... issued in respect of the Consultancy and other related documents including without limitation the Agreement (hereinafter collectively referred to as “**RFQ-cum-RFP**”), we (Name of the Bank) having our registered office at ..... and one of its branches at ..... (hereinafter referred to as the “**Bank**”), at the request of the Applicant, do hereby in terms of relevant clause of the RFQ-cum-RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the RFQ-cum-RFP Documents by the said Applicant and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. .... (Rupees ..... only) (hereinafter referred to as the “**Guarantee**”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Applicant if the Applicant shall fail to fulfil or comply with all or any of the terms and conditions contained in the said RFQ-cum-RFP Documents.
2. Any such written demand made by the Authority stating that the Applicant is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the RFQ-cum-RFP Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Applicant or any other person and irrespective of whether the claim of the Authority is disputed by the Applicant or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Applicant to fulfil and comply with the terms and conditions contained in the RFQ-cum-RFP Documents including failure of the said Applicant to keep its Proposal open during the Bid validity period as set forth in the said RFQ-cum-RFP for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards 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 ..... only).
4. This Guarantee shall be irrevocable and remain in full force for a period of 135 (one hundred and thirty five) days from the Proposal Due Date and a further claim period of 30 (thirty) days

or for such extended period as may be mutually agreed between the Authority and the Applicant, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

5. The Guarantee shall not be affected by any change in the constitution or winding up of the Applicant or the Bank or any absorption, merger or amalgamation of the Applicant or the Bank with any other person.
6. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said RFQ-cum-RFP Document or to extend time for submission of the Proposals or the Bid Validity period or the period for conveying of Letter of Acceptance to the Applicant or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said RFQ-cum-RFP Document by the said Applicant or to postpone for any time and from time to time any of the powers exercisable by it against the said Applicant and either to enforce or forbear from enforcing any of the terms and conditions contained in the said RFQ-cum-RFP Document or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Applicant or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Applicant or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
7. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
8. We undertake to make the payment on receipt of your notice of claim on us addressed to [Name of bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
9. It shall not be necessary for the Authority to proceed against the said Applicant before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Applicant or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
10. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
11. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
12. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. [in figures] ([in words]). 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 8 hereof, on or before [date].

**RFQ-cum-RFP for Selection of Technical Consultant for Implementing Ro-Ro Ferry Services in Andaman & Nicobar Islands**

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Signed and Delivered by ..... Bank

By the hand of Mr./Ms ....., its ..... and authorised official.

(Signature of the Authorised Signatory)

(Official Seal)

## **APPENDIX-II: TECHNICAL PROPOSAL: FORM-1**

### **Proposed Methodology and Work Plan**

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

**1. Understanding of TOR (not more than five 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 ten 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-II: TECHNICAL PROPOSAL: FORM-2(A)**

**Team Composition and Task Assignments**

1. Key Personnel				
Name of staff and position assigned	Firm	Area of expertise	Educational Qualifications and Relevant Experience	Tasks assigned

2. Support staff (not to be evaluated)				
Name of staff and position assigned	Firm	Area of expertise	Educational Qualifications and Relevant Experience	Tasks assigned

**APPENDIX-II: TECHNICAL PROPOSAL: FORM-2 (B)**

**Curriculum Vitae (CV) of Key Personnel**

1.	Proposed position				
2.	Name of firm				
3.	Name of staff				
4.	Date of birth				
5.	Nationality				
6.	Education			[Indicate college/university and specialized education of staff member, giving names of institutions, degrees obtained, and year of obtainment starting from the latest degree]	
7.	Membership of Professional Organizations				
8.	Training & Publications			[Indicate significant training education degrees (under 5) were obtained]	
9.	Countries of Work Experience			[List countries where staff has worked in the last ten years]	
10.	Languages	Language	Proficiency (good/ fair/ poor)		
			Speaking	Reading	Writing
		English			
11.	Employment record [Starting with present position, list in reverse order every employment held by staff member since graduation]	Name of Organization	Position held	Duration	
				YYYY to present	
12.	Details of tasks assigned				
13.	Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned			[Among the assignments in which the Staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks assigned] Name of assignment or project: Year:	

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

Note:

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



**APPENDIX-II: TECHNICAL PROPOSAL: FORM-3(A)**

**Eligible Assignments of Key Personnel**

	Name of Key Personnel:	
	Designation of Key Personnel:	
	Name of the Project:	
	Length in km or other particulars	
	Name of Consulting Firm where employed:	
	Description of services performed by the Key Personnel (including designation):	
	Name of client and Address: (indicate whether public or private)	
	Name and telephone no. of client's representative:	
	Estimated capital cost of the Project (in Rs crore or US\$ million):	
	Start date of the services (month/ year):	
	Finish date of the services (month/ year):	
	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 Assignment.
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 the RFQ-cum-RFP

**APPENDIX-II: TECHNICAL PROPOSAL: FORM-3(B)**

**Specific Assignments of Key Personnel**

	Name of Key Personnel:	
	Designation of Key Personnel:	
	Name of the Project:	
	Length in km or other particulars	
	Name of Consulting Firm where employed:	
	Description of services performed by the Key Personnel (including designation):	
	Name of client and Address: (indicate whether public or private)	
	Name and telephone no. of client's representative:	
	Estimated capital cost of the Project (in Rs crore or US\$ million):	
	Start date of the services (month/ year):	
	Finish date of the services (month/ year):	
	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 Specific Assignment.
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 the RFQ-cum-RFP

**APPENDIX-II: TECHNICAL PROPOSAL: FORM-4**

**Abstract of Assignments of Key Personnel<sup>§</sup>**

Name of Key Personnel:

Designation:

S.No	Name of Project <sup>§</sup>	Assignment Category [Eligible / Specific ]	Name of Client	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)	(9)
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

<sup>§</sup> Use Separate Form for each Key Personnel.

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

**APPENDIX-II: TECHNICAL PROPOSAL: FORM-5**

**Proposal for Sub-Consultant(s)**

(Refer Clause 2.14.8)

1.	Details of the Firm				
	Firm's Name, Address and Telephone				
	Name and Telephone No of the Contact Person				
	Field of Expertise				
	No of Years in business in the above Field				
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.	1.	1.	1.	1.
	2.	2.	2.	2.	2.
	3.	3.	3.	3.	3.
(Signature and name of the authorised signatory)					

Note:

The Proposal for Sub-Consultant(s) shall be accompanied by the details specified in Form 2 and Form 3 of Appendix-II

Use separate form for each Sub-Consultant

**APPENDIX-III: FINANCIAL PROPOSAL: FORM-1**

Covering Letter

(On Applicant's letter head)

To

Mr. Aman Hans  
Consultant (PPP Division)  
NITI Aayog, New Delhi  
Pin: 110001  
Email: [aman.hans@nic.in](mailto:aman.hans@nic.in)  
(Tel) 23042614

Dear Sir,

Subject: Consultancy for "Consultancy Services for Preparation of Techno-Feasibility Report For Development of Ro-Ro Ferry Service in Andaman & Nicobar Islands".

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

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

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

Yours faithfully,

(Signature, name and designation of the Authorized signatory)

Name of Firm:

Address:

Note: The Financial Proposal is to be submitted strictly as per Form 2 of Appendix-III given in the RFQ-cum-RFP.

**APPENDIX-III: FINANCIAL PROPOSAL: FORM-2**

**Financial Proposal**

Subject: Consultancy Services for “Preparation of Detailed Techno-Feasibility Report for Development of Ro-Ro Ferry Service in Andaman & Nicobar Islands”

<b>Sr. No.</b>	<b>Description</b>	<b>Amount in words (INR)</b>	<b>Amount in figures (INR)</b>
1	Bid excluding Applicable Taxes		
2	Applicable Taxes		
3	Total Financial Bid including Applicable Taxes		

Note:

1. The financial evaluation shall be based on the Total Financial Bid (as at Sr. No. 3 of the table above);
2. All payments shall be made in Indian Rupees and shall be subject to applicable Indian laws, withholding taxes if any.

(Signature, name and designation of the Authorized signatory)

Name of Firm:

Address:

**APPENDIX-III: FINANCIAL PROPOSAL: FORM-3**

**Estimates of Personnel Costs**

<b>Key Personnel</b>					
<b>S.No</b>	<b>Name</b>	<b>Position</b>	<b>Man day Rate (Rs.)</b>	<b>Total Man Days</b>	<b>Amount (Rs)</b>
1					
2					
3					
4					
5					
Sub Total for Key Personnel (A)				[sum of Man days]	[sum of Amount]
<b>Support Personnel</b>					
<b>S.No</b>	<b>Name</b>	<b>Position</b>	<b>Man day Rate (Rs.)</b>	<b>Total Man Days</b>	<b>Amount (Rs)</b>
1					
2					
3					
4					
5					
Sub Total for Support Personnel (B)				[sum of Man days]	[sum of Amount]
Grand Total (A+B)					