



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

**for**

**“Preparation of Concept Development Plans  
and Detailed Master Plans for Holistic  
Development of 10 Islands”**

## **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 the 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 Client in relation to the 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 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 the website of Client.

## **Table of Contents**

1.	Background and Objective of the Assignment .....	5
2.	Scope of work:.....	6
3	RFQ-cum-RFP Processing Fee: .....	17
4	Request for Qualification-cum-Request for Proposal .....	17
5	Clarification and amendment of RFQ-cum-RFP documents: .....	17
6	Eligibility of Applicant.....	18
7	Preparation of proposal .....	22
8	Submission, receipt and opening of proposals .....	27
9	Proposal evaluation .....	28
10	Validity of Proposal.....	29
11	Minimum qualifying criteria .....	29
12	Brief Description of the Selection Process.....	30
13	Time-frame .....	31
14	Right to reject any or all Proposals.....	31
15	Key experts.....	32
16	Bid Security .....	34
17	Negotiation .....	35
18	Financial Proposal .....	36
19	Late Proposals.....	36
20	Clarifications .....	36
21	Evaluation of Technical Proposals.....	37
22	Evaluation of the Financial Proposal .....	37
23	Combined Technical and Final Evaluation .....	37
24	Award of WORK ORDER.....	38
25	Proprietary data .....	38
26	Deliverables and Payments to the Consultant .....	38
27	Performance Security.....	39
28	Resolution of disputes.....	40
29	Applicable Law and Jurisdiction .....	41
30	GCC and SCC Documents.....	41

No. M-13050/2/2015-SP-IDA(Part-II)  
Government of India  
NITI Aayog  
Natural Resources & Environment Vertical  
Sansad Marg, New Delhi -110001

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

November 2<sup>nd</sup>, 2016

**Notice Inviting Request for Qualification (RFQ)-cum-Request for Proposal (RFP) for Consultancy for “Preparation of Concept Development Plans and Detailed Master Plans for Holistic Development of 10 islands”.**

The National Institution for Transforming India (NITI) Aayog, Government of India, intends to engage a consultant to facilitate holistic development of 10 identified islands.

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

Interested applicants are requested to submit their response to the ‘RFQ-cum-RFP’ in a sealed envelope through Speed Post/ Registered Post or deliver by hand super scribing “**Request for Qualification (RFQ) cum Request for Proposal (RFP) for Consultancy for “Preparation of Concept Development Plans and Detailed Master Plans for Holistic Development of 10 islands”**” on top of the envelope to the following address on or before December 16<sup>th</sup>, 2016, 1500 hrs.

The submission must be addressed to:

The Director,  
NRE Vertical – Island Developments  
(Sanjay Kumar)  
Room No. 410,  
NITI Aayog, Sansad Marg  
New Delhi, 110001  
Tel: 011-23096635  
Email: [sanjay.kr72@nic.in](mailto:sanjay.kr72@nic.in)

**Request for Qualification (RFQ)-cum-Request for Proposal (RFP) dated November 2<sup>nd</sup>, 2016**

***Notice Inviting Request for Qualification (RFQ) -cum- Request for Proposal (RFP) for Consultancy for:***

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

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

- 1.1. India has a total of 1382 off-shore identified islands consisting of 1093 shapes (Islands) and 289 Points (Rocks/Rocky Islets). They are an integral part of our rich unexplored resources with a rich bio-diversity. The potential of these islands is still largely unexplored and untapped. The Government of India intends to set a model in place for holistic development of a few identified islands while preserving and maintaining the natural ecosystem and rich bio-diversity that each of them possess. The Department of Border Management under the Ministry of Home Affairs has identified a total of 26 islands as candidates for holistic development. The NITI Aayog has further short-listed 10 out of these 26 islands. The names of these islands, their location and area specific details are given in **Annexure-II**.
- 1.2. The NITI Aayog has been entrusted the responsibility to steer the process of holistic development of the selected 10 islands as unique models of sustainable development, which is proposed to be undertaken through a multi-stage process as explained under the 'scope of work'. The overarching objective is to promote and implement the holistic development of selected islands based on an integral economic base for each island individually or following a cluster approach, which may eventually lead to these places emerging as maritime economy based international tourism destinations on a sustainable basis.
- 1.3. The key objectives include:
  - Develop a robust base for India's presence in the Bay of Bengal/ Indian Ocean for a maritime economy.
  - Holistic Development of 10 Islands and set a development model in place for development of rest of the islands.

- Identify priority projects and areas for potential development for specific economic drivers and supporting infrastructure.
  - Attract investment in infrastructure including tourism sector by developing theme based activities and projects under the Public Private Partnership model.
  - Facilitate the long-term growth and development of the tourism industry in a sustainable manner and creating a vehicle to ensure adherence to sustainable tourism planning principles.
  - Specify the major programmes, roles and responsibilities of key players, institutional arrangements and resource requirements for achieving the vision.
- 1.4. The assignment will also lay emphasis on the Socio-economic aspects of these islands and come up with recommendations for mainstreaming and economic upliftment of the natives of these islands, while preserving their culture, traditions etc. The approach towards development has to sensitively assess the key indicators that will result in Socio-economic development as well as tourism potential of these islands.
- 1.5. The availability/ provision of infrastructure with minimal impact to the fragile and sensitive eco-system will be the key focus in the study.

## **2. Scope of work:**

2.1 The scope of work for the project is broadly divided into 3 Stages:

**Stage I:** Data collection, identification of and consultation with various stakeholders, and validation of suitability of all the 10 short-listed islands for holistic development;

**Stage II:** Preparation of Concept Development Plans and Detailed Master Plans, along with estimated costs, for the selected 10 island candidates while preserving and further enriching the natural ecosystem on a sustainable basis.

**Stage III:** Formulation of Implementation Strategies of the development plans clearly delineating the areas for investment through public funds, PPP mode and through private initiative.

### **2.2 STAGE - I:**

**Data collection, identification of and consultation with various stakeholders, and validation of suitability of all the 10 short-listed islands for holistic development:**

2.2.1 Secondary data collection and analysis:

A study needs to be conducted to assess the existing scenario of all the islands. The consultant shall have to procure all necessary data including secondary

information required at this stage for all the selected islands. This will include but not limited to:

- (i) Location of each island
- (ii) Demographic and economic profile (should include tribal profiles)
- (iii) Hydrological data (fresh water availability)
- (iv) Climate- rainfall, wind etc
- (v) HFL/ Tsunami data, if any
- (vi) Seismic data
- (vii) Topographic data
- (viii) Flora and Fauna/ Wild life/ Sanctuary Habitats, etc
- (ix) Military Regulations, if any
- (x) Existing Infrastructure, if any (Water, electricity, etc)
- (xi) Main business for living/existing tourism sectors, if any
- (xii) Government land/ private land availability
- (xiii) Existing studies, if any.

The NITI Aayog shall share the data/ details to the extent available and help in procuring the readily available data including recent satellite images and GIS data base for these islands.

#### 2.2.2 Reconnaissance Survey

Site visits would need to be conducted to understand the nature and activities happening on each island. All the requisite logistics support, permits, approvals etc. will be facilitated by the client in order to organise these site visits. The key issues to be covered during site visits and initial assessment will include but not limited to: Socio-cultural profile of these islands, available infrastructure, economic drivers such as any rich mineral, herbal resource, available transit terminals like ports, airports, jetties etc. The islands may have tribal population which has been staying there for generations and are completely detached from the mainstream. It is very important to work with local tribal group(s) in the process of economic/tourism development so that their voice is reflected in the decision making process. This is more on socio-cultural aspect but very important to keep them as part of the development process. They can be very important tourism asset to show their cultural heritage, arts & crafts, etc. The tourism market should eventually lead to employment generation for the local population.

The consultant shall identify, visit and document all existing/ potential tourism sites in consultation with the stakeholders. The sites may include heritage structure, coral reef, water features, scenic sites, beaches, forests etc.

#### 2.2.3 Preliminary assessment

The consultant should analyse the information collected and validate the suitability of shortlisted islands for development in Phase I. The validation

exercise needs to be appended with logical reasoning and justification based on collected information and site visits. A simple matrix can be developed to assess the land suitability of these islands followed by a carrying capacity analysis. The key parameters may include:

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

#### 2.2.4 Stakeholder consultations:

The consultant at this stage is required to conduct interactions/ discussions with all relevant departments/ stakeholders of all the 10 islands. The discussions/ interactions should be aimed at validating all the preliminary analysis done based on the information/ data collected.

#### 2.2.5 Draft the Site suitability report:

After thorough analysis and deliberations with relevant stakeholders, consultants will submit and present draft site suitability report for holistic development of the short-listed 10 islands. The report shall clearly indicate the potential and development options for the shortlisted islands.

#### 2.2.6 Presentation before the Inter Ministerial Group (IMG)/ any other forum:

Once the report is finalised by NITI Aayog, consultant may be required to make a presentation before the IMG, or any other platform, defining the rationale for selection/ validation of the 10 islands for Phase I development. The changes as suggested by such authority may be required to be incorporated in the report and submitted for final approval.



## **2.3 Stage - II:**

### ***Preparation of Concept Development Plans and Detailed Master Plans for the selected 10 islands***

Subsequent to finalisation of the Site Suitability Report and written confirmation from the client, the consultant shall initiate the process of preparation of Concept Development Plans and Detailed Master Plans for the development of all the 10 selected islands. The process would entail the following steps among others:

#### **2.3.1 Base Mapping**

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

#### **2.3.2 Eco sensitivity analysis**

Eco sensitivity analysis should be undertaken to understand the status of existing ecology of the island(s). The assessment shall be based on detailed ecological survey (both terrestrial and marine). The outcome of the survey shall provide details of the fauna and floral population, their conservation status, richness of species and bio-diversity index.

The Analysis of ecology should bring out the status of migratory species, migratory corridors, or areas of importance for migratory animals/ birds in the area and should categorically comment upon the sensitivity of the ecosystem to any possible development.

The consultant shall collate sufficient secondary data from authorised sources and published literature to provide long term evaluation of fauna and flora of the island.

Issues such as habitat fragmentation, Isolation, endemism, vulnerability to natural disasters shall also be highlighted as part of the assessment. A consolidated Eco-sensitivity analysis report providing clear assessment of vulnerability and requisite management measures shall need to be submitted.

#### **2.3.3 Geomorphology analysis**

Geomorphological analysis shall be undertaken to understand the origin, evolution, form, and distribution across the physical landscape. The analysis shall also provide a conceptual picture of coastal processes and the potential behaviour of the coastal system.

The assessment should detail the existing topography of the island along with the drainage pattern. Any topographic feature of significance shall be highlighted in the report. The analysis shall also provide an assessment on shoreline change over the years and stability of the coastline. Commentary on geology of the area, seismicity and other geological parameters of significance shall also be provided.

#### **2.3.4 Socio- economic assessment**

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

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

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

#### **2.3.5 Land suitability Assessment**

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

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

#### **2.3.6 Infrastructure assessment**

Consultant shall carry out assessment of the available physical infrastructure which shall include but not limited to:

- Water availability (portable)
- Treatment plants, if any (both fresh water and recycled)
- Electricity
- Solid waste disposal
- Telecommunication/ ICT
- Connectivity and Transportation (sea, air and internal roads)
- Gas

The consultant shall conduct an analysis that identifies Strengths, Weaknesses, Opportunities and Threats (SWOT) as well as gaps. This analysis shall include but not limited to the labour force, infrastructure, capacity and accessibility in order to assess actionable opportunities for development of tourism and other activities.

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

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

- (i) Analyse the tourism sector in the country and study the region based on various relevant parameters. Analyse the future development prospects; identify target components within tourism sector based on the competitive and comparative advantages to enhance the pace of economic development.
- (ii) Assess location strengths and constraints for various sites within the study area in the context of potential themes identified for the development of an island/ cluster of islands as a tourism hub.
- (iii) Analyse the investment climate with respect to existing resources that would influence the successful development of tourism themes to potential investors to address the future growth trends, and identifying their concerns and expectations from the Project.
- (iv) Identify parameters that influence the attractiveness of the proposed tourism concept/ theme and critical evaluation of the same to derive key drivers for enabling realization of project goals.
- (v) Evolve Suitable Product/ Activity Mix for the region and assess the likely investment potential. The analysis shall be substantiated by credible research and domestic/international examples/benchmarks. While suggesting the Activity mix and projections, the consultants shall also give due consideration to the following aspects in the region:
  - *Assessment of Land requirement vis-à-vis availability of land:* Estimate land requirements for various activities of envisaged product mix and assess the availability of land to ensure that no or minimal land acquisition/ resettlement issues are associated with the identified project.

### **2.3.8 Infrastructure Gap assessment**

Infrastructure gap assessment for each island vis-à-vis the expected demand for various activities taking into account the present and already existing/

proposed development status of various activities and infrastructure on the island e.g. transportation, water supply and sanitation/ waste disposal, power, gas, etc. shall be carried out by consultant.

### **2.3.9 Outlining the Vision and Concept Development Plan**

Once the land suitability and other preliminary examinations are completed, an exercise will be conducted to draw a Concept Development Plan for the entire project. The plan will identify various potential development zones viz, commercial, residential, conservation, green, infrastructure etc. along with tentative area for each zone. The Concept Plan will include a detailed analysis on the carrying capacity of these islands and also give a population projection in 10 year phases.

A Concept Development Plan outlining the broader contours of the overall development vision and infrastructure plan including roads, water supply, sewerage, drainage, power, solid waste management, gas and recycle water will be prepared as part of the assignment at this stage. The basis of network for individual infrastructure components shall be determined based on the demand assessment and infrastructure gap assessment study conducted.

A list of possible early bird projects with relevant information for client to assess its benefits for tourism development shall be presented. The list should include the sources of funding including from the Public Funds, Public-Private Partnership (PPP) projects, and purely Private Investment. These may include:

- Hospitality projects
- Theme based recreational projects
- Airport/ jetty/ cruise terminal etc.
- Water ways/ jetties
- Marina
- Roads and bridges
- Water supply related projects
- Solid waste disposal
- Convention venues
- Adventure sports
- Skill development centres
- Social infrastructure projects for socio-economic development of island.

### **2.3.10 Draft Master Plan**

A Draft Master Plan including detailed development proposals as analysed from the Concept Development Plan shall be prepared. The plan will include infrastructure proposals for water supply, sewerage, drainage, power, solid waste management, gas and recycle water etc. The demand assessment and concept network for each along with preliminary costing shall be included in the final draft report. The draft plan will be presented to client for final approval.

### **2.3.11 Final Master Plan**

Final Master Plan incorporating all the suggested changes received in writing from the client shall be prepared and submitted for final approval.

### **2.3.12 Preliminary Design Report**

To review the provision of roads and highway structures, structures and all utility services for example, drainage, electricity, gas, ICT, water, sewerage etc, including treatment plants, raw water transmission mains, sewage collection, industrial water and recycled water for irrigation& flushing, as described in the notified/in principle approved maps, report and in other relevant documents. Develop strategies including sustainability (during and after construction) which will allow for phased construction in accordance with the Client's mandate

To prepare preliminary engineering design and drawings for roads, highway structures and utility services for the designated area within the identified Economic Node site incorporating strategies for sustainability, value addition and value engineering. To achieve the objective of holistic development of selected islands of world class economic nodes and clusters, it is essential that the planning and design for trunk level infrastructure should meet the best international practices, specifications and standards in terms of quality and sustainability. The development of the Economic Node has been envisioned, conceptualized and planned to meet these quality standards and aspects of sustainability. To ensure that the design and the preliminary engineering is done with the objective of delivering world class trunk infrastructure to global size and scale, it is necessary that the same should comply with the related best international practices, methods, specifications and standards with respect to planning and designing of infrastructure by using internationally accepted standards in respect of this assignment. The consultant should first identify the best practices & then derive and adopt the international standards, specifications which are best suited for translating the vision of holistic development of selected islands to reality.

- Preliminary Design of roads and infrastructure within the designated area.
- Preliminary design for potable, industrial and recycled water supply network.
- Preliminary design for drainage network.
- Preliminary design for sewerage network and treatment.
- Preliminary design for power supply.
- Preparation of Waste Management Plan.
- Preparation of Cost estimates and BoQ.
- Any other relevant plans.

Along with preliminary engineering report, tender document for EPC (Engineering, Procurement and Construction) for development of trunk infrastructure are also required to be developed.

## **2.4 Stage III: Formulating Implementation Strategy for development.**

### **2.4.1 Broad Cost estimates**

The Consultant shall also prepare broad cost estimates for the development as per the Master Plan along with phasing thereof. Broad cost estimates for site development shall include but not limited to costs for earthworks, civil works, roads & services/ utilities, cost of treatment plants, and common infrastructure etc.

### **2.4.2 Financial feasibility**

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

- The consultant would undertake financial feasibility of the Master Development Plan as proposed in the previous stage. The consultant would bring out various assumptions for revenue, cost and others, including basis thereof, which are used by it in the financial model. The analysis shall include all the elements of the project.
- The Consultant shall also undertake sensitivity analysis by identifying the most critical factors and determine their impact on the IRR, including varying project costs and benefits, implementation period, and combinations of these factors.
- *Risk analysis:* The consultant shall conduct a risk analysis of the development to determine, assess, allocate and manage/ mitigate risks (such as, but not limited to project, commercial, financial, political, economic, and legal risks) during all project stages;
- *Milestones:* The Consultant shall identify milestones from starting to the end of project and shall prepare suggested time-table to achieve the identified milestones.

### **2.4.3 Regulatory Framework**

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

### **2.4.4 Project Structuring**

Based on the regulatory framework and the financial feasibility after incorporating comments and feedback from the Client, suitable project structuring models shall be assessed and the most suitable model shall be recommended by the consultant keeping in view the quick implementation and the acceptability and marketability to the investors. This may include a project

structure and funding models with a basket of public funding, investment through the public-private partnership mode, and purely private investment initiatives etc.

#### 2.4.5 Marketing strategy

The Consultant shall evolve a marketing strategy for successfully marketing the idea among the prospective developer(s) as well as the prospective users of the proposed development facilities including tourism. The Consultant shall also list out the incentives (if required) to be provided by the concerned authorities to make the projects attractive for the users and investors. The Consultant shall also work out long term marketing strategy to enable this project to remain attractive for user agencies and demand responsive. The analysis may include aspects like total available market; served available market; growth prospects; target consumer and preferences; competition; value package; delivery that meets consumer expectations etc.

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

2.4.7 Hazard analysis and Mitigation Strategy, various approvals that would be required from various regulatory agencies e.g. Forest, Environment, Tribal Affairs etc. Based on the above assessments, the Consultant shall prepare a report on the Marketing Strategy and the implementation plan detailing the marketing strategy, outlining hazard analysis and mitigation strategies and listing the details of implementation plan for development proposals.

#### 2.4.8 Deliverables:

The staged deliverables will include:

Stage	Deliverables	Time frame (months)	Cumulative time frame (months)
Stage I	Inception Report (containing elements including but not limited to details of Approach & Methodology, strategy for data collection and analysis, team deployment plan and work plan to achieve deliverables within envisaged timelines.)	0.5	0.5

	Draft Site Suitability Report (as per activities listed under 2.2.1, 2.2.2, 2.2.3, 2.2.4 and 2.2.5 of the Scope of Work) and presentation before the Inter-Ministerial Group (IMG)/ concerned stakeholders	1	1.5
	Final Site Suitability Report after incorporating feedback from the client on the draft report and as per activities under 2.2.6 and 2.1 of the Scope of Work	0.5	2
<b>Stage II</b>	Detailed Site Assessment and suitability report (as per activities listed under 2.3 of the Scope of Work)	1	3
	Market demand assessment and infrastructure Gap assessment (as per activities listed under 2.3.7 and 2.3.8 of the Scope of Work)	1	4
	Outlining Vision and Conceptual Master plan (as per activities listed under 2.3.1, 2.3.2, 2.3.3, 2.3.4, 2.3.5, 2.3.6 and 2.3.9 of the Scope of Work)	2	6
	Draft Master plan and infrastructure plan (as per activities listed under 2.3.10 and 2.3 of the Scope of Work) and presentation before the Inter-Ministerial Group (IMG)/ concerned stakeholders	2	8
	Final master plan and infrastructure plan after incorporating feedback from the client on the draft report (as per activities listed under 2.3.11 and 2.3 of the Scope of Work),	1	9
	Preliminary Design Report as per activity listed under 2.3.12	3	12



<b>Stage III</b>	Draft financial feasibility report (as per activities listed under 2.4.1 and 2.4.2 and 2.4.3 of the Scope of Work)	1	13
	Draft project structuring report and presentation before Inter-Ministerial Group (IMG)/ concerned stakeholders (as per activities listed under 2.4.4 of the Scope of Work)	1	14
	Final feasibility report and project structuring report (incorporating feedback from the Client on the draft reports above)	0.5	14.5
	Marketing strategy and final implementation plan (as per activities listed under 2.4.5 and 2.4 of the Scope of Work),	0.5	15

### **3 RFQ-cum-RFP Processing Fee:**

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

### **4 Request for Qualification-cum-Request for Proposal**

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

### **5 Clarification and amendment of RFQ-cum-RFP documents:**

- 5.1 Applicants may seek clarification on this RFQ-cum-RFP document. Any request for clarification must be sent to the sanjay.kr72@nic.in. Date of Pre-Bid Meeting and venue is mentioned in Data Sheet **(Annexure-I)**. Applicants

willing to attend the pre-bid meeting should inform the client beforehand in writing and through email. The representatives attending the Pre-Bid Meeting shall carry with him/ her authority letter duly signed by the authorized signatory of his/ her organization/institution.

- 5.2 At any time before the submission of Proposals, NITI Aayog may, for any reason, modify the RFQ-cum-RFP documents by an amendment. All amendments/ corrigenda will be posted only on the NITI Aayog Official Website. If required, NITI Aayog may at its discretion extend the Proposal Due Date.

## **6 Eligibility of Applicant**

- 6.1 The Applicant for participation in the Selection Process, may be a single entity or a group of entities (the "Consortium"), coming together to execute the Assignment. However, no applicant applying individually or as a member of a Consortium, as the case may be, can be member of another consortia bidding for the Assignment.
- 6.2 An Applicant or a member of Consortium may either be a sole proprietorship firm/ a partnership firm/ a limited liability partnership/ a company incorporated under the Companies Act 1956/2013 or a body corporate incorporated under the applicable laws of its origin.
- 6.3 An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "Conflict of Interest"). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Client will forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the Client for, inter alia, the time, cost and effort of the Client including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to the Client hereunder or otherwise.
- 6.4 An Applicant shall be deemed to have a **Conflict of Interest** affecting the Selection Process, if:
- (i) the Applicant, its consortium member (the "Member") or Associate (or any constituent thereof) and any other Applicant, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 percent of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its consortium member or Associate is less than 5 percent of the subscribed and paid-up equity share capital thereof; provided further that this

disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956/sub-Section (72) of Section 2 of the Companies Act, 2013. For the purposes of this clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26 percent of the subscribed and paid up equity shareholding of such intermediary; or

- (ii) a constituent of such Applicant is also a constituent of another Applicant; or
- (iii) such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or
- (iv) such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
- (v) such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Application of either or each of the other Applicant; or
- (vi) there is a conflict among this and other consulting assignments of the Applicant (including its personnel and sub-consultants) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to the Client for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- (vii) a firm which has been engaged by the Client to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project save and except as per provisions of this RFQ-cum-RFP, conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or

(viii) the Applicant, its Member or Associate (or any constituent thereof), and the bidder or Concessionaire, if any, for the Project, its contractor(s) or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 percent of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be,) in the bidder or Concessionaire, if any, or its contractor(s) or sub-contractor(s) is less than 5 percent of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in section 4A of the Companies Act, 1956/sub-Section (72) of Section 2 of the Companies Act, 2013. For the purposes of this sub-clause (viii), indirect shareholding shall be computed in accordance with the provisions of sub-clause (i) above.

(ix) For purposes of this RFQ-cum-RFP, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50 percent of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

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

6.6 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal Due Date, would not be eligible to submit a Proposal either by itself or through its Associate.

- 6.7 An Applicant or its Associate should have, during the last 3 (three) years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.
- 6.8 In case the Applicant is a Consortium, it shall, comply with the following additional requirements:
- (i) Number of members in a consortium shall not exceed 3 (three);
  - (ii) Subject to the provisions of sub-clause (1) above, the Application should contain the information required for each member of the Consortium;
  - (iii) Members of the Consortium shall nominate one member as the lead member (the "Lead Firm"). The nomination(s) shall be supported by a Power of Attorney, as per the format in this RFQ-cum-RFP, signed by all the other members of the Consortium. The duties, responsibilities and powers of such Lead firm shall be specifically included in the joint Bidding Agreement. It is expected that the Lead Firm would be authorized to incur liabilities and to receive instructions and payments for and on behalf of the Consortium. The Client expects that Lead Firm shall have the overall responsibility pertaining to execution of Assignment;
  - (iv) The Application should include a brief description of the roles and responsibilities of individual members;
  - (v) An individual Applicant cannot at the same time be a member of a Consortium applying for the Assignment. Further, a member of a particular Applicant Consortium cannot be member of any other Applicant Consortium applying for the Assignment;
  - (vi) No Change in the composition of the Consortium will be permitted by the Client during the Selection Process and during the subsistence of the contract (in case the successful applicant/ consultant is a consortium).
  - (vii) Members of the Consortium shall enter into a binding Joint Bidding Agreement (the "Jt. Bidding Agreement"), for the purpose of submitting a Proposal. The Jt. Bidding Agreement, to be submitted along with the Application, shall, inter alia:
    - (a) clearly outline the proposed roles and responsibilities, if any, of each member;
    - (b) include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Consultant in relation to the Assignment until the completion of the Assignment in accordance with the contract and the TOR;

- (c) clearly define the proposed administrative arrangements (organisation chart) for the management and execution of the Assignment, if awarded to the Consortium;
- (d) except as provided under this RFQ-cum-RFP, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the Client.

## **7 Preparation of proposal**

- 7.1 Consultants are requested to submit their Proposal in English language and strictly in the formats provided in this RFQ-cum-RFP. The Client will evaluate only those Proposals that are received in the specified forms and complete in all respects.
- 7.2 In preparing their Proposal, Consultants are expected to thoroughly examine the RFQ-cum-RFP Document. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 7.3 **Technical Proposal:** While preparing the Technical Proposal, Consultants must give particular attention to the following:
  - (i) The team leader proposed must be a full-time permanent employee of the firm. It is desirable that the other key staff be either permanent full time employees of the firm or have a dedicated full time contract to work on this project. Sub-consultants who are not employed by the firm will not be acceptable as key staff.
  - (ii) If any key staff proposed is not a permanent employee of the Applicant (including in case of a JV, of its members), a certificate from the key staff along with his current employer must be furnished mentioning his/ her availability for the project. In the absence of such certificate, his/ her CV will not be evaluated.
  - (iii) In case an Applicant is proposing key personnel from educational/ research institutions, a 'No Objection Certificate/ Consent Letter' from the concerned institution shall be enclosed with his CV clearly mentioning his/ her availability for the assignment. In the absence of such certificate, his/ her CV will not be evaluated.
  - (iv) Consultant is to ensure that the time allocated for the proposed key staff does not conflict with the time allocated or proposed for any other assignment. The Client reserves the right to request a workload projection (including time spent on other projects/ clients) for the key staff.
  - (v) The composition of the proposed Team and Task Assignment to individual personnel shall be clearly stated.

- (vi) No such key personnel shall be proposed for any position if the CV of the personnel does not meet the requirements of the TOR.
- (vii) The key personnel shall remain available for the period as indicated in the RFQ-cum-RFP.
- (viii) No alternative proposal for any key personnel shall be made and only one CV for each position shall be furnished.
- (ix) Each CV needs to have been recently signed by the key personnel and/or countersigned by the authorized official of the Firm. At the time of submission of bid proposal, the scanned copies of the signature of key personnel will be allowed but at the time of signing of contract, the original signatures will be required. However, in both the cases, original counter signature of Authorised signatory shall be required in original.
- (x) A CV shall be summarily rejected if the educational qualifications of the key personnel proposed do not match with the requirement of the RFQ-cum-RFP document.
- (xi) Client certifications for the projects listed under the experience section. The certifications must confirm the project attributes (project cost, size, fee, duration etc.) and the scope of work taken up by the consultant on the projects. Besides client certification, the applicants are also allowed to submit other relevant documents such as work order, completion certificate from the clients and statutory auditor/ CA certificate regarding payments received, as the case may be, so as to establish proof of project costs, size, scope of work, etc.
- (xii) The Applicant should form a Joint Venture/ Consortium with his Associate in case he wants to submit the proposal using the experience/ strength of his Associate.
- (xiii) If the Applicant, being a Consortium, is qualified on the strength of the experience of a member which is a foreign company/ entity, requisite key personnel from that foreign company/ entity shall be fielded.
- (xiv) The personnel proposed should possess good working knowledge of English Language.
- (xv) No key personnel involved should have attained the age of 65 (sixty five) years at the time of submitting the proposal. The client reserves the right to ask for proof of age, qualification and experience at any stage of the project.
- (xvi) The technical proposal must not include any financial information.

7.4 Failure to comply with the requirements spelt out above shall lead to deduction of marks during the evaluation. Further, in such a case, Client will be entitled to reject the Proposal.

- 7.5 Proposals shall be typed or written in indelible ink and signed by the Authorised Representative of the Applicant who shall initial each page, **in blue ink**. In case of printed and published documents, only the cover shall be initialled. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the person(s) signing the Proposal. The Proposals must be properly signed by the Authorised Representative (the “Authorised Representative”) as detailed below:
- (i) by the proprietor in case of a proprietary firm;
  - (ii) by a partner, in case of a partnership firm and/or a limited liability partnership; or
  - (iii) by a duly authorised person holding the Power of Attorney, in case of a Limited Company or a corporation; or
  - (iv) by the Authorised Representative of the Lead Firm, in case of consortium; and,
  - (v) Power of Attorney, for the Authorised Representative and or the Lead Firm of the Consortium, if applicable, is executed as per Applicable Laws.
- 7.6 Applicants should note the Proposal Due Date, as specified in Data Sheet, for submission of Proposals. Except as specifically provided in this RFQ-cum-RFP, no supplementary material will be entertained by the Client, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in Data Sheet. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material, if submitted, will be summarily rejected. For the avoidance of doubt, the Client reserves the right to seek clarifications in case the proposal is non-responsive on any aspects.
- 7.7 The Proposal shall be accompanied by a certified copy of legally binding Joint Bidding Agreement in case of JV/Consortium, in the format provided in this RFQ-cum-RFP, signed by all firms/entities confirming the following therein:
- (i) Date and place of signing;
  - (ii) Purpose of JV/ Consortium (must include the details of the Services hereunder for which the JV/Consortium has been invited to bid);
  - (iii) A clear and definite description of the proposed administrative arrangements (organisation chart) for the management and execution of the assignment;
  - (iv) Delineation of duties/ responsibilities and scope of work to be undertaken by each member along with resources committed by each member of the JV/Consortium for the proposed services;



- (v) An undertaking that the members of the JV/Consortium are jointly and severally liable to the Client for the performance of the services; and
- (vi) The authorized representative of the JV/Consortium (as approved by a Board resolution).

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

- 7.8 Similarly, Power of Attorney for both the authorised representative and the lead member of the JV/Consortium shall also be furnished as per the formats available in the RFQ-cum-RFP. **Refer Annexure-VI for pre-qualification forms.**
- 7.9 The Technical Proposal should provide the following information using the attached Standard Forms. **Refer Annexure-VII for Technical Proposal Forms.**
- (i) For recent assignments of similar nature, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and firm's involvement.
  - (ii) The comments and suggestions provided by the Applicant on the RFQ-cum-RFP/ contract/ TOR are not binding and shall not affect the financial proposal.
  - (iii) Detailed Approach and Methodology for undertaking the current Assignment.
  - (iv) Against the list of proposed staff, details of tasks assigned to each staff as per his/ her experience shall influence the evaluation.
  - (v) Each page of the CV must be signed in original by the Authorised representative together with original or electronic signature of the key team member at the proposal stage. However, at the time of contract signing, original signatures of both authorised representative and the key staffs shall be required.
  - (vi) The consultant shall make the assessment of support personnel, both technical and administrative, to undertake the Assignment. Additional support and administrative staff shall be provided by the Consultant as needed for the timely completion of the Assignment within the total estimated cost. Consultant should provide time estimates of key staff as well as support staff in the staffing schedule. It is stressed that the time period for the Assignment indicated in the TOR should be strictly adhered to.
- 7.10 ***Financial proposal:*** While preparing the Financial Proposal, Consultants are expected to take into account the various requirements and conditions

stipulated in this RFQ-cum-RFP document. The Financial Proposal should be a lump-sum Proposal inclusive of all the costs. Applicable taxes associated with the payments by the Client for the assignment should be shown separately and would be paid as per actuals. While submitting the Financial Proposal, the Consultant shall ensure the following:

- (i) All the costs associated with the Assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the personnel (Expatriate and Resident, in the field, office, etc), accommodation, air-fare, transportation, equipment, printing of documents, secondary and primary data collection, etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- (ii) The Financial Proposal shall take into account all the expenses/costs. Applicable taxes associated with the payments by the Client for the assignment should be shown separately and would be paid as per actuals. Further, all payments shall be subjected to deduction of taxes at source as per Applicable Laws.

- 7.11 The proposal should be submitted as per the standard Financial Proposal submission forms prescribed in this RFQ-cum-RFP. **Refer Annexure-VIII for Financial Proposal Forms.**
- 7.12 The Financial Proposal shall be divided into professional fee and out of pocket expenses as per forms prescribed in this RFQ-cum-RFP. The breakup of remuneration and out of pocket expenses should match the total cost of Financial Proposal. Consultants shall express the price of their services (including break down of their costs) in Indian Rupees.
- 7.13 The Consultants may be subjected to local taxes (such as social charges or income taxes on non-resident foreign personnel, duties, fees, levies etc) on amounts payable by the Client under the Contract. Consultants must do their due diligence about the tax implications and Client will not be liable for any incident.
- 7.14 The Proposals must remain valid for a period of 180 days from the Proposal Due Date (PDD) as specified in the Data Sheet. During this period, the consultant is expected to keep available the professional staff proposed for the assignment. The Client will make its best effort to complete contract signing within this period. If the Client wishes to extend the validity period of the proposals, it may ask the consultants to extend the validity of their proposals for a stated period. Consultants, who do not agree, have the right not to extend the validity of their proposals.

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

- 8.1 The Proposal shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialled by the person or persons who sign(s) the Proposal.
- 8.2 An Authorized Representative of the Applicant should initial all pages of the Pre-Qualification, Technical and Financial Proposals. The Authorized Representative's authorization should be confirmed by a written power of attorney by the competent authority accompanying the Proposal.
- 8.3 The Applicant shall submit two (2) copies of Pre-Qualification Proposal (one original and one copy), two (2) copies of Technical Proposal (one original and one copy) and one copy of Financial Proposal. One soft copy in a PDF format of both Pre-Qualification and Technical Proposals shall also be submitted by the Applicant. The Pre-Qualification and Technical Proposals must necessarily be 'Hard Bound' separately and all pages serially numbered. 'Hard Bound' implies such binding between two covers through stitching whereby it may not be possible to replace any paper without disturbing the document. In case of any discrepancy between the original and the copy (including soft copy) of the technical proposal, the contents as per original will only be considered.
- 8.4 The Pre-Qualification Proposal with Processing Fee shall be placed in a sealed envelope clearly marked "RFQ- [Name of Assignment]". The Bid Security, and the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL- [Name of Assignment]," and the Financial Proposal in a sealed envelope clearly marked "FINANCIAL PROPOSAL - [Name of Assignment]". The envelope marked "TECHNICAL PROPOSAL- [name of the assignment]" and "FINANCIAL PROPOSAL-[name of the assignment]" shall be placed in a sealed envelope clearly marked "RFP - [Name of Assignment]". The two sealed envelopes (RFQ and RFP) shall be placed into an outer sealed envelope bearing the submission address, name of assignment and marked "DO NOT OPEN EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE."

Submission address:

The Director,  
NRE Vertical – Island Developments  
(Sanjay Kumar)  
Room No. 410, NITI Aayog,  
Sansad Marg, New Delhi, 110001  
Tel: 011-23096635, Email: [sanjay.kr72@nic.in](mailto:sanjay.kr72@nic.in)

## **9 Proposal evaluation**

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

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

### **RFQ Stage (Annexure-VI)**

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

### **RFP Stage**

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

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

(v) It is not non-responsive in terms hereof.

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

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

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

**10 Validity of Proposal**

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

**11 Minimum qualifying criteria**

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

<b>Sr. No.</b>	<b>Minimum Qualification Criteria</b>	<b>Supporting Documents</b>
1.	Should be a private/ public limited company or partnership firm or expert institution and should be in operation in India for a minimum period of five years. Individuals are not eligible to participate in this RFQ-cum-RFP.	Certificate of incorporation or establishment
2.	Bidders should have an average annual turnover of INR 75 Crore during last 3 (three) financial years from consultancy services of an equivalent amount.	Certificate for Average Annual Turnover provided as part of RFQ-cum-RFP.

Sr. No.	Minimum Qualification Criteria	Supporting Documents
3.	<p>(i) Bidders should have experience of preparing at least 2 (two) master plan projects in India and/ or Abroad related to greenfield/ brownfield tourism development projects involving creation of overall vision and detailed master plans to harness the maritime/ island/ coastal ecosystem on a sustainable basis for such projects with a consultancy fee of at least INR 5 crores.</p> <p style="text-align: center;">AND</p> <p>(ii) Experience of at least 2 (two) consultancy projects involving preparation of master plan for holistic development of island(s) on a sustainable basis.</p> <p style="text-align: center;">AND</p> <p>(iii) The firm must have experience of undertaking ecological, environmental and social assessment of islands/ coastal towns/ maritime economic zones for facilitating holistic and sustainable development of such areas.</p>	Format for Pre-Qualification Proposal (Eligible Projects) provided as part of RFQ-cum-RFP.
4.	The Firm/ Bidder should not have been black-listed by any State Government, Central Government or any other public sector undertaking or a corporation as on the date of RFQ-cum-RFP.	An undertaking to this effect should be submitted.

Note: For evaluation purposes while determining projects undertaken within last 10 years, projects with Start date on or before 6<sup>th</sup> January 2007 would not be considered eligible.

## 12 Brief Description of the Selection Process

The Client has adopted a three stage selection process (collectively called the "Selection Process") for evaluating the Proposals comprising: (i) Pre-Qualification, (ii) Technical and (iii) Financial Proposals to be submitted in three separate sealed envelopes. The Pre-Qualification Proposal shall be placed separately in a sealed envelope titled Request for Qualification (RFQ) as prescribed in this RFQ-cum-RFP document. The Technical Proposal, Financial Proposal and Bid Security shall be placed in a sealed outer envelope titled Request for Proposal as prescribed in this RFQ-cum-RFP document. The Bid Processing fee shall be submitted separately along with the bid proposal. The submissions for Pre-Qualification shall be evaluated first as specified in this RFQ-cum-RFP. Subsequently, the technical evaluation as specified in this RFQ-cum-RFP will be carried out only for those Applicants who meet the Pre-

Qualification criteria. Based on this technical evaluation, a list of technically qualified Applicants shall be prepared. The Financial Proposals of only the technically qualified Applicants will be opened. Proposals will finally be ranked according to their combined technical and financial scores as specified in this RFQ-cum-RFP. The first ranked Applicant shall be preferred for contract signing (the "Selected Applicant") while the second ranked Applicant will be kept in reserve.

### **13 Time-frame**

The time period to complete the assignment submissions is **15 (fifteen) months**. The work plan to be submitted by the firm will indicate the intermediate milestones.

### **14 Right to reject any or all Proposals**

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

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

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

15 Key experts

Sr. No.	Position	Minimum years of professional experience	Specific expertise
<b>Core Team (Expected to be deployed full time over the entire duration of the assignment)</b>			
1.	Team Leader	15	The team leader should be Post-graduate in Urban Planning/ Urban Design/ other relevant Infrastructure Design and/ or Master Planning related disciplines. Experience in design and master planning of projects with tourism/ cultural/ ecological/ infrastructure elements. Should have experience of leading projects involving holistic development of Islands/ coastal areas/ maritime ecosystem on a sustainable basis.
2.	Project Manager/ Urban Planner	10	Should be Post-graduate in Urban Planning/ Urban Design or Master Planning related disciplines. Experience in leading master planning projects for Government Sector and experience in working on greenfield/ brown-field development projects/ infrastructure projects preferably with tourism/ cultural/ ecological elements.
3.	Economic & Financial Expert	10	MBA (Finance) or Masters in Economics or Chartered Accountant with relevant experience of Financial Analysis/ financial structuring/ appraisal of similar development project. Experience of working on market analysis and product mix and all the surveys associated with the above for at least two infrastructure projects/ program related to tourism development. Experience of at least 3 infrastructure projects/ program of similar nature in the field of Infrastructure Finance and PPP Projects.



<b>Sr. No.</b>	<b>Position</b>	<b>Minimum years of professional experience</b>	<b>Specific expertise</b>
4.	Environmental Expert	10	Masters in Environment/ Environmental Engineering or related Environmental sciences disciplines. Should have experience of working on similar projects. The expert should also be NABET accredited.
<b>Other Experts (Expected to be deployed based on approach and methodology adopted for the assignment and requirements of the client)</b>			
5.	Ecological Expert	10	Masters or equivalent in Biological Sciences / Ecological sciences related disciplines with experience of working on projects of similar nature.
6.	GIS Expert	10	Masters degree in GIS/remote sensing or related disciplines and experience of working on Urban planning/ tourism planning/ city planning/ environmental projects.
7.	Social Expert	10	Masters in Social Science/ social works or related disciplines with experience in social impact assessments, resettlement and rehabilitation, social impact management plan etc. related to infrastructure projects.
8.	Infrastructure expert	10	Masters degree in Engineering/ Infrastructure planning or Infrastructure design related disciplines with experience of working on greenfield/ brownfield infrastructure projects.
9.	Water Resource expert	10	Should have Masters in Engineering with experience in water sourcing, planning & management of water supply and wastewater recycle and reuse including rainwater harvesting.
10.	Tourism and Hospitality Expert	10	Bachelors in Hospitality or related disciplines with experience of tourism and hospitality industry/sector in Island/ Coastal/ maritime ecosystem.
11.	Tribal/ Anthropology Expert	10	Bachelors in Anthropology/Social Work or related disciplines with experience in tribal related issues.

Sr. No.	Position	Minimum years of professional experience	Specific expertise
12.	Fisheries Expert	10	Bachelors in Fisheries Sciences or related discipline with experience in fisheries and related maritime aspects.

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

## **16 Bid Security**

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

Bid Security shall be valid for a period of 45 days beyond the validity period of the tender. **Refer Annexure-IV for Format of Bid Security.**

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

## **17 Negotiation**

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

## **18 Financial Proposal**

18.1 Applicants shall submit the financial proposal in the forms specified as part of the RFQ-cum-RFP clearly indicating the total cost of the Consultancy, in both figures and words, in Indian Rupees, and signed by the authorized signatory of the firm. In the event of any difference between figures and words, the amount indicated in words shall be taken into account. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall be taken into account.

18.2 While submitting the Financial Proposal, the firm shall ensure the following:

(i) All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the personnel, accommodation, travelling, printing of documents etc. The total amount indicated in the Financial Proposal shall be without any condition. Applicable taxes associated with the payments by the Client for the assignment should be shown separately and would be paid as per actuals.

(ii) The Financial Proposal shall take into account all expenses/costs. Further, all payments shall be subject to deduction of taxes at source as per applicable laws.

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

## **19 Late Proposals**

19.1 Proposals received by the NITI Aayog after the specified time on the due date shall not be eligible for consideration and shall be summarily rejected.

19.2 Any alteration/ modification in the Proposal or additional information or material supplied subsequent to the due date, unless the same has been expressly sought for by the NITI Aayog, shall be disregarded.

19.3 The NITI Aayog reserves the right to reject any Proposal, which is non-responsive and no request for alteration, modification, substitution, or withdrawal shall be entertained by the NITI Aayog in respect of such Proposals. After the technical evaluation, the NITI Aayog would prepare a list of the technically qualified Applicants for opening of their Financial Proposals. The opening of Financial Proposals shall be done in the presence of Applicants who choose to be present after issuing a notice in this behalf. The NITI Aayog will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process.

## **20 Clarifications**

To facilitate evaluation of Proposals, the NITI Aayog may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such

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

## **21 Evaluation of Technical Proposals**

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

## **22 Evaluation of the Financial Proposal**

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

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

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

## **23 Combined Technical and Final Evaluation**

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

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

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

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

## 24 Award of WORK ORDER

- 24.1 After selection, a Work Order shall be issued, in duplicate, by the NITI Aayog to the Selected Firm; and the Firm shall, within 15 (fifteen) days of the receipt of the Work Order, sign and return the duplicate copy of the Work Order in acknowledgement thereof. In the event the duplicate copy of the work order duly signed by the Successful Applicant is not received by the stipulated date, the Client may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such tenderer, and the next highest ranking tenderer may be considered.

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

## 25 Proprietary data

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

## 26 Deliverables and Payments to the Consultant

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

Stage	Deliverables	Cumulative time frame (months)	Percentage payment
Stage I	Inception Report	0.5	5%
	Draft Site Suitability Report	1.5	5%
	Final Site Suitability Report	2	10%

Stage	Deliverables	Cumulative time frame (months)	Percentage payment
Stage II	Detailed Site Assessment and Suitability Report	3	10%
	Market demand assessment and infrastructure Gap assessment	4	10%
	Vision and conceptual development plan	6	10%
	Draft Master Development Plan	8	10%
	Final Master Development Plan	9	5%
	Preliminary Design Report	12	10%
Stage III	Draft financial feasibility report	13	10%
	Draft project structuring report	14	5%
	Final financial feasibility report and project structuring report	14.5	5%
	Marketing strategy and final implementation plan	15	5%

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

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

## 27 Performance Security

27.1 Within 15 days after the issue of Work Order by the NITI Aayog, the tenderer shall furnish performance security to the client (NITI Aayog) for an amount equal to ten per cent of the total value of the contract. This Security shall remain valid up to 180 days after the date of completion of all contractual obligations by the tenderer. The Performance security shall be in the form of Bank Guarantee issued by a Scheduled Commercial Bank in India, in the prescribed form as provided in the RFQ-cum-RFP. **Refer Annexure-V for Format of Performance Security.**

27.2 **Liquidated Damages for error/variation:** In case any substantial error or variation or lack of integrity in the Survey data submitted by the firm is

detected and such error or variation is the result of negligence or lack of due diligence on the part of the firm, the consequential damages thereof shall be quantified by the NITI Aayog in a reasonable manner and recovered from the Consultant by way of liquidated damages, subject to a maximum of 10% (ten percent) of the Contract Value.

- 27.3 **Liquidated Damages for delay:** In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 1.0% (one percent) of the Contract Value per week, subject to a maximum of 10 % (ten percent) of the Contract Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time may be granted.
- 27.4 If contracting firm fails to fulfil its obligations in terms of the contract, the amount of the performance security shall be payable to the client (NITI Aayog) as compensation and the Client can invoke the said Performance Bank Guarantee.
- 27.5 If any amendment is issued to the contract, the contracting firm shall, within twenty one days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.
- 27.6 The NITI Aayog shall have the right to appropriate the Performance Security, in whole or in part, in the event of breach of Agreement or for recovery of liquidated damages. Subject to the above sub-clauses, the NITI Aayog will release the performance security without any interest to the firm on completion of the firm's all contractual obligations.

## **28 Resolution of disputes**

- 28.1 In the event of any dispute or difference between the parties hereto, such disputes or differences shall be resolved amicably by mutual consultation.
- 28.2 If such resolution is not possible, the parties shall take recourse to a conciliatory mechanism, for which the Client shall constitute a Committee of Experts to take up conciliation proceedings.
- 28.3 Failing resolution of the Dispute through the conciliatory mechanism, the unresolved dispute or difference shall be referred to arbitration of the sole arbitrator to be appointed by the Chief Executive Officer (CEO), NITI Aayog, on the recommendation of the Secretary, Department of Legal Affairs, Government of India. The provisions of Arbitration and Conciliation Act, 1996 including its amendments, if any, shall be applicable to the arbitration. The venue of such arbitration shall be at New Delhi. The language of arbitration proceedings shall be English. The arbitrator shall make a reasoned award (the Award), which



shall be final and binding on the parties. The cost of arbitration shall be shared equally by the parties to the agreement. However, expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.

- 28.4 Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is published; the Parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

**29 Applicable Law and Jurisdiction**

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

- 30** GCC and SCC document is enclosed as **Annexure-IX**.

## Data Sheet

Objective of the assignment	The main objective of this assignment is Preparation of Concept Development Plans and Detailed Master Plans for Holistic Development of 10 islands.
Date of Issuance of the Original RFQ cum RFP	November 2 <sup>nd</sup> , 2016
Date of Issuance of RFQ cum RFP for re-invitation of bid	January 18 <sup>th</sup> , 2017
Pre Bid Meeting	Held on November 25 <sup>th</sup> , 2012.2.6 at 1100 hrs
Last date for uploading replies to the queries and corrigendum by Client	Queries from prospective bidders and responses of NITI Aayog, thereon uploaded on the NITI Aayog's website.
The closing date and time for Submission of Bid	February 1 <sup>st</sup> , 2017 at 1500 hrs
Opening of the "RFQ" envelope	February 1 <sup>st</sup> , 2017 at 1530 hrs
Bid Security	INR. 10,00,000/ - ( Para 16 of RFQ-cum-RFP)
Opening of "Technical Proposal"	To be notified later
Evaluation of the Technical Proposal	Within 4 weeks from the date of opening of Technical Proposal
Opening of the Financial proposal	To be informed later
Declaration of Short listed Firms	To be informed later
Contact Person	Director (NRE-Island Development)
Alternate Contact Person	Adviser (NRE)
	Consultants must submit: (i) Pre-Qualification Proposal: Two copies (one original + one copy) and one soft copy (PDF Format) (ii) Technical proposal: Two copies (one original + one copy) and one soft copy (PDF Format). (iii) Financial proposal: One Original hard copy.
	The consultant to state cost in Indian Rupees only. The weights given to technical and financial proposals are: Technical = 0.8 Financial = 0.2
Duration of the Assignment	
	The extent of sub-contracting would be restricted to 30 (thirty) percent of the contract price. The client will be provided by the consultant with particulars (name, financial and technical back ground, excluding prices) of sub consultants.

### List of Islands and location

Sr. No.	Name of Island	State/ UT	Area (Sq. Km.)	Population
1	Smith Island	Andaman and Nicobar Island	19.92	676
2	Ross Island	-do-	0.27	
3	Long Island (Mai-i-tang)	-do-	13.84	2199
4	Avis Island	-do-	0.17	2
5	Little Andaman	-do-	734.34	17,528
6	Minicoy Island	Lakshadweep	4.58	10,444
7	Bangaram	-do-	0.68	
8	Thinnakara	-do-	0.47	
9	Cheriyam	-do-	0.63	
10	Suheli	-do-	0.91	

**Request for Qualification (RFQ) cum Request for Proposal (RFP): No. M-13050/2/2015-SP-IDA(Part-II), NITI Aayog**

Part 1:

**Technical Evaluation Criteria:**

The technical evaluation criteria is as given below:

**Technical Evaluation**

<b>Main criteria and weights</b>	<b>Sub- Criteria</b>	<b>Sub weight</b>
Standing and Experience of the consulting firm 30% <b>in Form: 3</b>	Nature of projects undertaken: Experience of undertaking techno-economic feasibility reports/ master plans for greenfield/ brownfield island and tourism development projects involving maritime/coastal/island related projects. Such projects should involve development of conceptual vision, detailed master plans and implementation framework to harness the maritime/ coastal/ island ecosystem on a sustainable basis. Projects undertaken involving Government sector or multilateral agencies will only be considered. The emphasis will be on relevance of the projects claimed with respect to the scope of work, complexity and impact in terms of implementation of master planning proposals leading to holistic economic development in a sustainable manner.	10
	Experience of consultancy projects involving preparation of master plan for holistic development of island(s). Such projects should include analysis of critical elements of island(s) development such as carrying capacity, infrastructure gaps, creation of enabling infrastructure to promote tourism and other economic activities on a sustainable basis. The emphasis will be on relevance of the projects claimed with respect to the scope of work, complexity and impact in terms of implementation of master planning proposals leading to holistic economic development in a sustainable manner. Projects undertaken involving Government sector or multilateral agencies will only be considered.	10
	The firm must have experience on ecological and environmental assessment of islands / coastal towns/ maritime economic zones for facilitating holistic and sustainable development of such areas.	10

Main criteria and weights	Sub- Criteria	Sub weight
Experience and responsibility profile of the key personals involved on this project: 40% in Form: 4	Key experts (Pl. Attach details in CV of Project Experts) <ul style="list-style-type: none"> <li>• <b>Master Planner/ Team leader</b> <span style="float: right;">5 marks</span></li> <li>• <b>Project Manager</b> <span style="float: right;">4 marks</span></li> <li>• <b>Economic Expert</b> <span style="float: right;">4 marks</span></li> <li>• <b>Environmental Expert</b> <span style="float: right;">4 marks</span></li> <li>• <b>Ecological Expert</b> <span style="float: right;">3 marks</span></li> <li>• <b>GIS Expert</b> <span style="float: right;">3 marks</span></li> <li>• <b>Social Expert</b> <span style="float: right;">3 marks</span></li> <li>• <b>Infrastructure expert</b> <span style="float: right;">3 marks</span></li> <li>• <b>Water resources expert</b> <span style="float: right;">3 marks</span></li> <li>• <b>Tourism &amp; hospitality Expert</b> <span style="float: right;">3 marks</span></li> <li>• <b>Fisheries Expert</b> <span style="float: right;">2 marks</span></li> <li>• <b>Tribal/ Anthropology Expert</b> <span style="float: right;">3 marks</span></li> </ul> Qualifications and past performance /Experience, accreditations etc to be specified in the CV.	40
Technical presentation 30%	Consultants need to make a presentation on the credentials, approach and methodology, work plan describing the way forward for the project.	30

While awarding marks for the standing and experience of the consulting firm, the Consultant should submit details of five (5) projects that best meet the eligibility criterion under each sub-head and max two (2) marks shall be provided to each eligible project.

While awarding marks for Experience and responsibility profile of the key personals involved on this project, the following broad criterion would be followed:

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

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

**Bank Guarantee Form For Bid Security**

Whereas \_\_\_\_\_ (hereinafter called the –Tenderer) has submitted its quotation dated \_\_\_\_\_ for the consultancy for conducting **“Preparation of Concept Development Plans and Detailed Master plans for Holistic Development of 10 islands”** (hereinafter called the – tender) in response to the Client’s RFQ CUM RFP/ tender enquiry No. \_\_\_\_\_.

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

Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 2016, the conditions of this obligation are —

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

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

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

\_\_\_\_\_  
(Signature of the authorised officer of the Bank)

\_\_\_\_\_  
Name and designation of the officer

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

**Bank Guarantee Form For Performance Security**

To

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

WHEREAS \_\_\_\_\_ (name and address of the firm) (hereinafter called the Consulting Agency) has undertaken to offer consultancy, in pursuance of RFQ CUM RFP/ contract no. \_\_\_\_\_ dated \_\_\_\_\_, for **“Preparation of Concept Development Plans and Detailed Master plans for Holistic Development of 10 islands”** (herein after called – the contract).

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

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

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

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

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

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

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



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

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

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

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

\_\_\_\_\_

Name and designation of the officer

\_\_\_\_\_

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

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

**Form 1A**  
**Pre-Qualification Proposal Submission Form**

[Location, Date]

To

The Director,  
NRE Vertical – Island Developments  
(Sanjay Kumar)  
Room No. 410,  
NITI Aayog, Sansad Marg  
New Delhi, 110001

**RFQ-cum-RFP dated [date] for selection of consultant for [name of assignment]**

Dear Sir,

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

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

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

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

Further:

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

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

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

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

**Form 1-B**  
**Format for Pre-Qualification Proposal (Eligible Projects)**

**Project Specific Experience**

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

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

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

Firm's Name:

Authorized Signature:

Note:

For the purpose of evaluation of applicants INR 65.0 (INR Sixty Five only) per USD shall be considered as the applicable currency conversion rate. In case of any other

currency, the same shall first be converted to USD as on the date 60 (Sixty) days prior to the proposal due date and the amount so derived in USD shall be converted in to INR at the aforesaid rate. The conversion rate of such currency shall be the daily representative exchange rates published by the IMF for the relevant date.

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

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

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

Sr. No.	Financial years	Annual Turnover from Consultancy Services of Applicant (INR)
1.	2013-14	
2.	2014-15	
3.	2015-16	
4.	<b>Average Annual Turnover from Consultancy Services of Applicant</b>	<i>[indicate sum of above divided by 3]</i>

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

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

Name of Authorized Signatory

Designation

Name of firm

Signature of Authorized Signatory

Seal of Audit firm

Note:

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



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

(To be executed on stamp paper of appropriate value)

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

AMONGST

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

AND,

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

AND,

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

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

WHEREAS,

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

NOW IT IS HEREBY AGREED as follows:

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

any manner be responsible or liable for the inter se allocation of payments, works etc. among the Parties;

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

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

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

8. Termination: This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Effective Date under the Contract, in case the Consultancy is awarded to the Consortium. However, in case the Consortium is not selected for award of the Consultancy, the Agreement will

stand terminated upon intimation by the Institution that it has not been selected and upon return of the Bid Security by the Institution.

9. Miscellaneous

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

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

SIGNED, SEALED & DELIVERED

For and on behalf of

MEMBER IN-CHARGE by:

[Signature]

[Name]

[Designation]

[Address]

SIGNED, SEALED & DELIVERED

For and on behalf of

SECOND PART by:

[Signature]

[Name]

[Designation]

[Address]

SIGNED, SEALED & DELIVERED

For and on behalf of

THIRD by:

[Signature]

[Name]

[Designation]

[Address]

In presence of:

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

Notes:

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

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

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

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

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

For [name and registered address of organization]

[Signature]

[Name]

[Designation]

Witnesses:

1. [Signature, name and address of witness]

2. [Signature, name and address of witness]

Accepted

Signature]

[Name]

[Designation]

[Address]

Notes:

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

**Form 1-F**  
**Format for Power of Attorney for Lead Member of JV/ Consortium**

(To be executed by all members of the Consortium)

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

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

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS,

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

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



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

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

SIGNED, SEALED & DELIVERED

For and on behalf of

MEMBER IN-CHARGE by:

[Signature]

[Name]

[Designation]

[Address]

SIGNED, SEALED & DELIVERED

For and on behalf of

SECOND PART by:

[Signature]

[Name]

[Designation]

[Address]

SIGNED, SEALED & DELIVERED

For and on behalf of

FOURTH by:

[Signature]

[Name]

[Designation]

[Address]

In presence of:

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

Notes:

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

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

**Form 1A**  
**Technical Proposal Submission Form**

[Location, Date]

To

The Director,  
NRE Vertical – Island Developments  
(Sanjay Kumar)  
Room No. 410,  
NITI Aayog, Sansad Marg  
New Delhi, 110001

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

Dear Sir,

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

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

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

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

Further:

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

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

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

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

**Form: 1B**

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

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

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

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

Firm's Name:

Authorized Signature:

**Note:** For the purpose of evaluation of applicants INR 65.0 (INR Sixty-five only) per USD shall be considered as the applicable currency conversion rate. In case of any other currency the same shall first be converted to USD as on the date 60 days prior to the proposal due date and the amount so derived in USD shall be converted in to INR at the aforesaid rate. The conversion rate of such currency shall be the daily representative exchange rates published by the IMF for the relevant date. Please limit the description of the project in two A4 size sheet of paper. Descriptions exceeding two A4 size sheet of paper shall not be considered for evaluation.

**Form: 1C**

**Team Composition and Task Assignments**

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

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



**Form: 1D**

**Curriculum Vitae (CV) for Proposed Professional Staff (with one page of summary of experience)**

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

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

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

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

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

**Note:**

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

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

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

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

A. Field investigations and study teams

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

B. Completion and submission of reports

Sr. No.	Reports	Program (date)

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

**Form: 2A**

**Financial Proposal- Covering Letter**

---

(Date and Reference)

To  
The Director,  
NRE Vertical – Island Developments  
(Sanjay Kumar)  
Room No. 410,  
NITI Aayog, Sansad Marg  
New Delhi, 110001

**Dear Sir,**

**Subject: Consultancy for preparation of “Concept Development Plans and Detailed Master plans for Holistic Development of 10 islands”.**

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

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

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

Yours faithfully,

(Signature, name and designation of the Authorized signatory)

Name of Firm:

Address:

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

**Form 2B: Financial Proposal**

Request for Proposal (RFQ CUM RFP): No. M-13050/2/2015-SP-IDA(Part-II), NITI  
Aayog

**Subject: "Consultancy for preparation of "Concept Development Plans and Detailed Master plans for Holistic Development of 10 islands".**

Sr. No.	Description	Amount in words (INR.)	Amount in figures (INR.)
1.	Total Cost of Financial Proposal excluding Applicable Taxes		
2.	Applicable Taxes		
3.	Total Cost of Financial Proposal including Applicable Taxes		

Note:

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

(Signature, name and designation of the Authorized signatory)

Name of Firm:

Address:

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

Cost Component	Amount in words (INR)	Amount in figures (INR)
Stage I: Detailed site suitability for the identified 10 islands		
Stage II: Vision and Detailed Master Plan and Infrastructure Plan for the identified 10 islands		
Stage III: Financial Feasibility and Project Structuring Report and Marketing Strategy & Implementation Plan		

**Form 2C: Breakdown of Costs**

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

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

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

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

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

Please use separate forms for each Part A to E.



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

# Standard Form of Contract

## CONTRACT FOR CONSULTANCY SERVICES

Between

[Name of client]

[Name of Consultants]

[Date]

## **I. Form of Contract**

---

Contract to undertake [name of assignment]

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

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

and

[Name of Consultants and registered address]

(hereinafter called the “Consultants”)

### **WHEREAS**

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

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - a) The General Conditions of Contract (hereinafter called “GC”);
  - b) The Special Conditions of contract (hereinafter called “SC”);
  - c) The following Appendices:

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

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

Appendix C: Approach and methodology

Appendix D: Duties of the Client

Appendix E: Cost Estimate

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

Appendix G: Copy of Letter of Award

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

Appendix I: Copy of Bank Guarantee for Performance Security

Appendix J: Clarifications

Appendix K: Correspondences

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

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

FOR AND ON BEHALF OF Client

[Signature]

[Name]

[Designation]

FOR AND ON BEHALF OF CONSULTANT

[Signature]

[Name]

[Designation]

Witness:

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

## II. General Conditions of Contract

### 1.1 General provisions

#### 1.1.1 Definitions

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

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

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

1.1.7 Taxes and Duties: Unless otherwise specified in the SC, the Consultants, Sub-consultants and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

1.1.7.1 The Client shall be entitled to deduct any Taxes required to be deducted at source under Applicable Law from any payments to be made by it to the Consultant. Further, in the event that the Client receives notification or assessment of any Taxes (whether as an agent, or in substitution of the Consultant, any Sub-consultants or its Personnel, servants, agents or otherwise) in respect of or arising out of the performance of the Consultant's obligations under this Agreement which remain outstanding, the Client shall notify the Consultant of the same and the Consultant shall promptly take all necessary action for settlement and/or any other lawful disposal of such notification or assessment. Furthermore, the Consultant shall pay forthwith on demand to the Client all costs including fines and penalties, which the Client may incur as a result of:

the Client having been required by any governmental authority to pay any Taxes which the Consultant is liable to bear hereunder; or

any cost actually sustained by the Client for failure by the Consultant to pay any Taxes for which it is responsible under this Contract.

1.1.8 Interpretation: In the Contract, unless the context otherwise requires:

1.1.8.1 The singular includes the plural and vice versa and any word or expression defined in the singular shall have a corresponding meaning if used in the plural and vice versa. A reference to any gender includes the other gender.

1.1.8.2 A reference to any document, agreement, deed or other instrument (including, without limitation, references to the Contract), includes a reference to any document, agreement, deed or other instrument as may be varied, amended, supplemented, restated, novated or replaced, from time to time.

1.1.8.3 A reference to any document, agreement, deed or other instrument (including, without limitation, references to the Contract), means a reference to such document, agreement, deed or other instrument and to all appendices, annexes, schedules and parts attached or relatable thereto, all of which shall form an integral part of such document, agreement, deed or other instrument, as the case may be.

1.1.8.4 A reference to any Applicable Law includes any amendment, modification, re-enactment or change in interpretation or applicability of such Law and a reference to any statutory body or authority includes a reference to any successor as to such of its functions as are relevant in the context in which the statutory body or authority was referred to

1.1.8.5 Where a word or phrase has a defined meaning, any other part of speech or grammatical form in respect of the word or phrase has a corresponding meaning.

1.1.8.6 The words 'include' and 'including' are to be construed without limitation. The terms 'herein', 'hereof', 'hereto', 'hereunder' and words of similar purport refer to the Contract as a whole. Where a wider construction is possible, the



words 'other' and 'otherwise' shall not be construed *ejusdem generis* with any foregoing words.

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

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

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

be binding on it. The Client shall be entitled to rely upon any such action, decision or communication from the Member in Charge;

- 1.2.2.2 consolidated invoices for the Services performed by all the Members shall be prepared and submitted by the Member in Charge and the Client shall have the right to release payments solely to the Member in Charge and the Client shall not in any manner be responsible or liable for the inter se allocation of payments, works etc. among the Members;
- 1.2.2.3 any notice, communication, information or documents to be provided to the Consultant shall be delivered to the authorized representative of the Consultant (as designated pursuant to Clause 6.1.6 of the GCC) and any such notice, communication, information or documents shall be deemed to have been delivered to all the Members.

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

- 1.3.1 Effectiveness of Contract: This Contract shall come into effect on the date the Contract is signed by both the Parties, or such other date as may be stated as per SC.
- 1.3.2 Commencement of Services: The Consultants shall commence the Services from 2<sup>nd</sup> (second) day of effectiveness of the Contract or any date prior to that, notified by the Client.
- 1.3.3 Expiration of Contract: Unless terminated earlier pursuant to relevant clauses in this contract hereof, this Contract shall expire when Services have been completed and all payments have been made at the end of such time period after the Effective Date as shall be specified in the SC.
- 1.3.4 Modification: Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.
- 1.3.5 Force Majeure
  - 1.3.5.1 Definition: For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical to be considered impossible under the circumstances, and includes, but not limited to war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions.
  - 1.3.5.2 No Breach of Contract: The failure of a party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event:
    - a) has taken all precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and
    - b) has informed the other party as soon as possible about the occurrence of such an event.
    - c) the dates of commencement and estimated cessation of such event of Force Majeure; and

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

#### **1.4 Termination**

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

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

## **1.5 Obligations of the Consultants**

- 1.5.1 **General:** The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-consultants or third parties.
- 1.5.2 **Conflict of interest**
- 1.5.2.1 Any breach of an obligation under Clause 6.5.2 shall constitute a conflict of interest ("Conflict of Interest"). The Consultant shall comply and shall ensure the Sub-consultants and Affiliates of the foregoing comply with the provisions of Clause 6.5 and any breach of such an obligation shall constitute an event of default by the Consultant for the purposes of this Contract. The Consultant shall promptly disclose any Conflict of Interest to the Client. For the avoidance of doubt, the Consultant agrees that a disclosure of any Conflict of Interest shall not in any manner whatsoever be deemed to cure such Conflict of Interest.
- 1.5.2.2 **Consultants Not to Benefit from Commissions, Discounts, etc.:** The remuneration of the Consultants pursuant to relevant clauses hereof shall constitute the Consultant's sole remuneration in connection with this Contract or the Services, and the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultants shall use their best efforts to ensure that the Personnel, any Sub-consultants and agents of either of them, similarly shall not receive any such additional remuneration.
- 1.5.2.3 **Consultants and Affiliates Not to Engage in Certain Activities:** The Consultants agree that, during the term of this Contract and after its termination, the Consultants and their affiliates, as well as any Sub-consultant and any of its affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services for the period of two years.
- 1.5.2.4 **Prohibition of Conflicting Activities:** Neither the Consultants nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:
- a) during the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract; and
  - b) after the termination of this Contract, such other activities as may be specified in the SC.
- 1.5.3 **Confidentiality:** The Consultants, their Sub-consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

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

the Client as the beneficiary of the Consultants and the Consultants shall procure an undertaking from the insurance company in this regard.

## **1.6 Consultants' personnel**

### **1.6.1 Description of Personnel**

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

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

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

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

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

1.6.2.3 Any of the Personnel provided as a replacement under clauses above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. Except as the Client may otherwise agree, (i) the Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the personnel replaced.

## **1.7 Obligations of the client**

- 1.7.1 Assistance and Exemptions: Unless otherwise specified in the SC, the Client will use its best efforts to ensure that the Government will provide the Consultants, Sub-consultants and Personnel with work permits and such other documents as necessary to enable the Consultants, Sub consultants or Personnel to perform the Services:
  - 1.7.1.1 assist for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all supporting papers for necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India;
  - 1.7.1.2 facilitate prompt clearance through customs of any property required for the Services;
  - 1.7.1.3 issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;
- 1.7.2 Access to land: The Client warrants that the Consultants shall have, free of charge, unimpeded access to all land in the Government's country in respect of which access is required for the performance of the Services.

## **1.8 Payments to the consultants**

- 1.8.1 The Consultant shall be paid as per the attainment of deliverable as specified in the Clause 26 of on page no. 36 of RFQ-cum-RFP document.
- 1.8.2 Currency: The price is payable in local currency i.e. Indian Rupees.
- 1.8.3 Payment for Additional Services: For the purpose of determining the remuneration due for additional services as may be agreed under relevant clauses for modification in this contract.

## **1.9 Settlement of disputes**

- 1.9.1 Amicable Settlement: The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
- 1.9.2 Disputes Settlement: Any dispute between the Parties as to matters arising out of and relating to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provision specified in the SC.

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

### **1.10.1 General**

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



responsibility for the accuracy of the designs and drawings submitted by the Consultants.

### **1.11 Liquidated damages**

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

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

1.12.1 The Consultant represents and warrants to the Client that:

1.12.1.1 it is duly organised, validly existing and in good standing under the applicable laws of its Country;

1.12.1.2 it has full power and authority to execute, deliver and perform its obligations under this Contract and to carry out the transactions contemplated hereby;

1.12.1.3 it has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Contract;

1.12.1.4 it has the financial standing and capacity to undertake the Project;

1.12.1.5 this Contract constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;

1.12.1.6 it is subject to laws of India with respect to this Contract and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof;

1.12.1.7 there are no actions, suits, proceedings, or investigations pending or, to the Consultant's knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi judicial or other authority, the outcome of which may result in the breach of or constitute a default of the Consultant under this Contract or materially affect the discharge by the Consultant of its obligations under the Contract.

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

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

### **1.13 Miscellaneous**

1.13.1 Assignment and Charges

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

- 1.13.1.2 The Client is entitled to assign any rights, interests and obligations under this Contract to third parties.
- 1.13.2 Indemnity: The Consultant agrees to indemnify and hold harmless the Client from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorneys' fees and other costs of defence or investigation (i) related to or arising out of, whether directly or indirectly, (a) the breach by the Consultant of any obligations specified in relevant clauses hereof; (b) the alleged negligent, reckless or otherwise wrongful act or omission of the Consultant including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to the Client; (c) any Services related to or rendered pursuant to the Contract (collectively "Indemnified matter"). As soon as reasonably practicable after the receipt by the Client of a notice of the commencement of any action by a third party, the Client will notify the Consultant of the commencement thereof; provided, however, that the omission so to notify shall not relieve the Consultant from any liability which it may have to the Client or the third party. The obligations to indemnify and hold harmless, or to contribute, with respect to losses, claims, actions, damages and liabilities relating to the Indemnified Matter shall survive until all claims for indemnification and/or contribution asserted shall survive and until their final resolution thereof. The foregoing provisions are in addition to any rights which the Client may have at common law, in equity or otherwise.
- 1.13.3 Governing Law and Jurisdiction: The Contract shall be construed and interpreted in accordance with and governed by the Applicable Law of India and subject to relevant clauses hereof and the SC, the Courts at New Delhi, India shall have jurisdiction over all matters arising out of or relating to the Contract.
- 1.13.4 Waiver
- 1.13.4.1 Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations or under the Contract:
- a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under the Contract;
  - b) shall not be effective unless it is in writing and executed by a duly authorised representative of such Party; and
  - c) shall not affect the validity or enforceability of the Contract in any manner.
- 1.13.4.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of the Contract or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance or any variation or the relinquishment of any such right hereunder.
- 1.13.5 Survival: Termination of the Contract (a) shall not relieve the Consultant or the Client of any obligations hereunder which expressly or by implication survive Termination hereof, and (b) except as otherwise provided in any provision of the Contract expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other

Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

- 1.13.6 Notices: Unless otherwise stated, notices to be given under the Contract including but not limited to a notice of waiver of any term, breach of any term of the Contract and termination of the Contract, shall be in writing and shall be given by hand delivery, recognised international courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses specified in the SC. The notices shall be deemed to have been made or delivered (i) in the case of any communication made by letter, when delivered by hand, by recognised international courier or by mail (registered, return receipt requested) at that address and (ii) in the case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number.
- 1.13.7 Severability: If for any reason whatever any provision of the Contract is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under the Contract or otherwise.
- 1.13.8 No Partnership: Nothing contained in the Contract shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever.
- 1.13.9 Language: All notices required to be given under the Contract and all communications, documentation and proceedings which are in any way relevant to the Contract shall be in the language specified the SC.
- 1.13.10 Exclusion of Implied Warranties etc.: The Contract expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by any Party not contained in the Contract.
- 1.13.11 Agreement to Override Other Agreements: The Contract supersedes all previous agreements or arrangements between the Parties, including any memorandum of understanding entered into in respect of the contents hereof and represents the entire understanding between the Parties in relation thereto.
- 1.13.12 Counterparts: The Contract may be executed in two counterparts, each of which when executed and delivered shall constitute an original of the Contract.

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

---

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

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

- 1.1.1 The contract price payable in Indian Rupees is \_\_\_\_\_ (inclusive of service tax).
- 1.1.2 The Member in-charge is [name of consultant].
- 1.1.3 Performance security
  - (i) The Consultant will furnish within fifteen (15) days of the issue of Letter of Acceptance (LOA), an unconditional and irrevocable bank guarantee as Performance Security in the format given in “Annexure-V of RFQ-cum-RFP Document” from a Scheduled Commercial Indian Bank for an amount equivalent to 10 (ten) percent of the total cost of Financial Proposal under this Assignment.
  - (ii) The Client shall have the right to claim under the Performance Security and appropriate the proceeds if any of the following occur:
    - a) the Consultant becomes liable to pay liquidated damages;
    - b) occurrence of any of the events listed in sub-clauses (a) through (f) of Clause 6.4.1 of the GCC;
    - c) any material breach of the terms hereof; and/or
    - d) without prejudice to paragraph above, the Consultant fails to extend the validity of the Performance Security or provide a replacement Performance Security in accordance with the provisions of this Contract.
- 1.1.4 The language is English.
- 1.1.5 The client address is [name, designation, telephone, facsimile, address].
- 1.1.6 The consultant address is [name, designation, telephone, facsimile, address].
- 1.1.7 The Authorized Representative for the consultant is [name, designation].
- 1.1.8 The Authorized Representative for the consultant is [name, designation].
- 1.1.9 For domestic consultants/personnel and foreign consultants/personnel who are permanent residents in India The Consultants and the personnel shall pay the taxes, duties, fees, levies/expenses and other impositions levied under the existing, amended or enacted laws during life of this contract and the Client will perform such duties in regard to the deduction of such tax as may be lawfully imposed. The Consultant will be paid by Authority the cost of Financial Proposal. All other applicable taxes, levies, duties, etc., if any, shall be borne by Consultant.

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

1.1.11 Limitation of the Consultants' Liability towards the Client

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

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

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

1.1.12 Risks and coverage

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

or other insurance as may be appropriate; and all insurances and policies should start from the date of commencement of services and remain effective as per relevant requirements of contract agreement.

- (e) Any other insurance that may be necessary to protect the Client, its employees and its assets (against loss, damage or destruction, at replacement value) including rioting and all Force Majeure Events that are insurable.

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

Client will try to release the payment within 30 days of receipt of the invoice and within 60 days in the case of the final payment on attainment of the deliverable as listed in Clause 26.0 on page no. 36 of RFQ-cum-RFP Document.

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