

F.No: 19-8/Viper/Tsm/2009/1403  
Andaman & Nicobar Administration  
Directorate of Tourism

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**CORRIGENDUM**

Port Blair dated 14<sup>th</sup> July 2010

**Reference:** Request for Proposal published by this Directorate in Times of India and Economic Times dated 14.5.2010 for "**Appointment of Project Development Advisor for development of Viper Island as a high class tourist destination in A&N Islands with various recreational and entertainment activities**". The last date for submission of proposals has been extended up to **4<sup>th</sup> August 2010**. The time and venue of submission remain unchanged i.e. 4.00 p.m at Directorate of Tourism, Port Blair.

  
Director (Tourism)

**Copy to:-**

1. The Chief Editor(DT) for publishing the same in "The Daily Telegrams".
2. The DRC, New Delhi for publishing the same in All India editions of Times of India and Economic Times.

  
Director (Tourism)

**ANDAMAN AND NICOBAR ADMINISTRATION**



**REQUEST FOR PROPOSAL**

**Appointment of Project Development Advisor**

*for*

**Development of Viper Island as a high class tourist destination in Andaman and Nicobar Islands with various recreational and entertainment activities**

**Submission of Bids by: 15.07.2010 at 04:00 p.m.**

**Director (Tourism),**

**Directorate of Tourism Andaman and Nicobar Administration,**

**Port Blair – 744 101**

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**Section 1.**

**No.19-8/VIPER/TSM/2009  
ANDAMAN AND NICOBAR ADMINISTRATION  
DIRECTORATE OF TOURISM**

\*\*\* Port Blair, dated the  
March,2010.

**NOTICE INVITING PROPOSALS**

**The Tourism Department, A&N Administration invites sealed proposals from experienced Project Development Advisors/Consortium of Project Development Advisors for Development of Viper Island as a high class Tourist Destination in Andaman & Nicobar Islands with various recreational and entertainment activities .**

1. Details of Work: Assisting Tourism Dept. (A & N Islands) to develop the Project from project conceptualization stage till selection of one or more private sector developers.
  - 1.1 Time for completion : 24 Months
  - 1.2 Earnest money deposit : Rs. 25000/-
  - 1.3 Date & Venue of Pre Bid Meeting :  
01/06/2010.at 11.a.m.  
the Office of  
Commissioner Resident  
Chanakya Cinema, 12,Chanakypuri,Near  
Delhi-110021 New
  - 1.4 Last date & time of receipt of proposals : 15/07/2010  
at 4:00 p. m.
  - 1.5 Date & time of opening of cover No.1 : 15/07/2010  
at 4:30 p.m.  
(Pre-qualification Bid)
  - 1.6 Date & time of opening of cover No.2 : To be announced  
after opening of

(Technical Bid)

1.7 Date & time of opening of cover No. 3 : To be announced after opening of

technical bid

(Financial bid)

**2. Earnest Money Deposit:**

The EMD in the form of deposits at call receipt of any Nationalized Bank in favour of Director (Tourism) payable at Port Blair should be submitted by the applicants except those who are registered with the Central purchase Organization, National Small Industries Corporation (NSIC) or the concerned Ministry of Department.

3. The Proposals shall be submitted in three covers namely Cover No.: 1- (Pre qualification proposal), Cover No.2 (Technical proposal) and Cover No.: 3 (Financial proposal). The technical proposal of only those applicants will be opened who qualify in the prequalification stage. The financial proposals of only those applicants will be opened who will score the minimum qualifying marks as per QCBS procedure in the technical proposal. Financial proposals/ bids of applicants who do not qualify shall not be opened and returned immediately to them.

3.1 The first cover, i.e. Cover No. 1 shall contain the pre-qualification documents

as per format given in section 4 of the proposal (RFP) documents along with

EMD of Rs. 25,000/- except those who are registered with the Central Purchase

Organization, National Small Industries Corporation (NISC) or the concerned

Ministry of Department.

3.2 Cover No.2 shall contain the technical proposal.

3.3 Cover No. 3 shall contain only financial proposal.

Proposals not submitted in three covers marked 1 , 2 & 3 as stated above will be summarily rejected.

4. RFP document is also posted on the website [www.and.nic.in](http://www.and.nic.in) . For any clarifications or further details correspondence can be made on the e

mail id : andaman\_tourism @rediffmail.com and telephone number 03192 -230933 .

5. RFP documents can be obtained from the Cashier of Directorate of Tourism, Port Blair by remitting Rs.1000/- or can also be downloaded from the website [www.and.nic.in](http://www.and.nic.in) . In case the RFP document is downloaded from the website, the proposals may be submitted alongwith a DD/Cheque for Rs. 1000/- in favour of SAO (IP&T) being the cost of the RFP document.

**The Tourism Department of A&N Administration, Port Blair reserves the right to accept or reject any or all the proposals without any reason thereof.**

**Director (Tourism)  
A&N Administration**

## **Section 2. Terms of Reference**

**(Bidders to enclose this Terms of Reference as part of their Technical Proposal)**

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**Terms of Reference for Appointment of Project development Advisor for providing Project Development Advisory Services for Development of Viper Island as a high class Tourist Destination in Andaman & Nicobar Islands with various recreational and entertainment activities .**

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### **1. Background**

The Andaman and Nicobar Islands are internationally acknowledged for rich bio-diversity, having over 2500 species of flowering plants (at least 2300 plants being endemic and not found anywhere else in the world), 5100 species of animals (100 fresh-water, 2100 terrestrial species and 2900 marine), 179 species of corals, making

it the richest coral reef in India and 52 species of mammals (33 species endemic). Given the unique bio-diversity of the Islands and the extreme fragility, any tourism development strategy has to converge with the objective of conservation, preservation and protection of the habitat of the tribals living in the forest. The Andaman Islands also have the potential to emerge as the world's most exotic and most high-end holiday destinations for adventure tourism .

Andaman & Nicobar Islands have the potential to become one of world's most exotic and high-end holiday destinations. With the pristine waters, sandy beaches, coral life in shallow areas, the place is a perfect vacation spot, with huge potential for Adventure Sports and Eco-Tourism.

The Department of Tourism ,A&N Administration, represented by the Secretary(Tourism), A&N Administration (the "Authority") has decided to undertake development of Viper Island as a high Class Tourist destination with various recreational and entertainment activities (the "Project") through public-private partnership on Design, Build, Finance, Operate and Transfer (the "DBFOT") basis. Directorate of Tourism, A&N Administration has envisaged A&N Islands to be a one stop leisure tourism place and has decided to develop Viper Island as a world class tourist destination with various recreational and entertainment activities with a view to creating a distinctive tourism attraction in the area. Activities like cable car, sky bridge, underwater aquarium, dolphinarium, entertainment hub, game parlours, clubs, water sports, water animal shows, resorts, golf course ,hotels and restaurants ,botanical garden, etc. could be developed on Viper Island. A Yacht marina is already planned on Viper Island.

Authority hereby invites Project Development Advisors to assist the Authority in identification of tourism projects and provide technical and financial advice, modelling and structuring for implementation of tourism projects on PPP basis .

## **2. THE OBJECTIVE**

Directorate of Tourism, A&N Administration has envisaged A&N Islands to be a one stop leisure tourism place and has decided to develop Viper Island as a world class tourist destination with various recreational and entertainment activities with a view to create a distinctive tourism attraction in the area. Activities like cable car, sky bridge, underwater aquarium, dolphinarium, entertainment hub, game

parlours, clubs, water sports, water animal shows, resorts, golf course ,hotels and restaurants ,botanical garden, etc. could be developed in the Viper Island.

Authority hereby invites Project Development Advisors to assist the Authority in identification of tourism projects and provide technical and financial advice, modelling and structuring for implementation of tourism projects on PPP basis .

The appointment of Project Development Advisor/Transaction Advisors shall be made on the basis of **Quality cum Cost Based Selection (QCBS)**.

### **3. BRIEF DESCRIPTION OF PROJECT LOCATION**

Viper Island is an island to the west of Port Blair . It is around 31.94 hectares crescent shaped where the British used to harbor convicts. It has ruins of gallows atop a hillock. The Jail was abandoned when the Cellular Jail was constructed in 1906. Viper Island is in close proximity to Port Blair and is connected through ferries. Presently the island is uninhabitated .

### **4. CLIMATIC FACTORS**

Andaman and Nicobar islands have a high rainfall and experience strong winds during monsoon times. Both the monsoon i.e. South West and North East Monsoon remain active over the islands from May-September and November-December of each year bringing down around 3000 mm of rainfall. The islands are occasionally affected by tropical cyclones. Sea salt spray is another critical factor, specially near the coast, which leads to high degree of corrosion to the steel structures. The main tourist season in the islands is from October till April with January till March being the hot-dry summer period. There is no winter or cold period in these islands and temperature remains moderate between 35-30 and 25-20 degrees centigrade.

### **Photographs of Viper Island**



Gallows in Viper Island



## 5. Scope of work:

1. Objective

The objective of this Consultancy (the "**Objective**") is to prepare a Master Plan ,Layout Plan ,Infrastructure Development Plan and Techno economic feasibility report of shortlisted projects for development of Viper Island as a high class tourist destination through Public Private Partnership. The total area of the island is about 31.94 Hectares. The Feasibility Report would ensure:

- (a) a high class tourist destination with various recreational and entertainment activities; and
- (b) integrated development with the surrounding areas .

## **2. Scope of Services**

2.1 The Services to be performed by the Project Development Advisor shall include but not be limited to the following:

- Survey the identified site to determine the potential, constraints and opportunities which exist for development of Viper Island as a tourist destination with recreational and entertainment activities;
- Carry out site analysis with regard to: location, connectivity and approach, orientation, surrounding developments, soil characteristics, type of vegetation, terrain/topography, drainage, water availability and quality, wave conditions and marine life etc.
- Prepare a concept plan and make a list of potential development, recreational and entertainment activities which could be promoted in Viper island.
- Prepare a Master plan including land use plan for short listed activities.
- Carry out technical viability analysis in respect of each of the proposed development, recreational and entertainment activities and determine project costs.
- Prepare Feasibility Reports which should include Technical feasibility and Financial viability in respect of each of the shortlisted development, recreational and entertainment activities. The Feasibility report should incorporate specifications and features so that the

development to be carried out is of international standard and should also take into consideration the eco-system of the Island .

- Estimate the requirement of infrastructure services such as power, water , sewerage and sanitation etc and prepare an infrastructure development plan, with technical and financial details.
- Prepare Rapid Environment Impact Assessment (EIA) report for each of the proposed activities as well as for the Island as a whole keeping in view the guidelines of Ministry of Environment and Forests including applicable CRZ regulations.

### **3. Preparation of Reports**

In pursuance of this TOR the Project Development Advisor shall prepare the following Reports as a part of this Consultancy. The Project Development Advisor shall submit the draft of each report to the Authority at least three weeks before its final submission. Upon submission of draft reports, the Authority will scrutinize the draft reports and convey its observations to the Project Development Advisor. The Project Development Advisor shall make necessary presentations, attend meetings and provide clarifications during the Authority's scrutiny. The Project Development Advisor shall address the observations of the Authority and carry out necessary additional work, rectification, modification, clarification etc. and submit the final report thereafter.

#### **3.1 Inception Report**

On commencement of the assignment , the Project Development Advisor shall prepare and submit an Inception Report (the "**Inception Report**"). The Inception Report shall be a further elaboration of the Project Development Advisor's submissions towards understanding of the RFP, the methodology to be followed and Work Plan. It shall also include a reference to Master Plan and Feasibility Report derived from their previous work experience or from similar other project as an example of how the final product of consultancy may shape up. This submission will be for reference purposes only to clearly

map out the method and manner in which the Project Development Advisor plans to approach the assignment. Inception Report shall also include the schedules for presentation, submission of various draft and final deliverables and visits of Key Personnel.

**3.2 Report regarding Site analysis and concept plan** The Project Development Advisor shall prepare the Report of the proposed Tourist Hub incorporating Concept Plan , site analysis/survey report , and potential list of projects that can be taken up on Viper Island keeping in view the ecology, development control norms and FAR stipulations and CRZ and Environmental regulations. The Project Development Advisor shall suggest criteria for short listing projects for commercial development . The Project Development Advisor shall prepare at least three conceptual alternatives, which must be equally complete in all respects, yet significantly different to provide the Authority options to choose from. The Project Development Advisor will assess approximate costs and benefits of different alternatives and present the alternatives to the Authority bringing out the comparative merits and demerits of each. Project Development Advisor shall rework/ modify the scheme based on interactions with and observations of the Authority. The Authority might selectively choose some concepts from each alternative and the Project Development Advisor may have to develop a fourth alternative incorporating these concepts to the satisfaction of the Authority. The Project Development Advisor might be asked to sufficiently detail the alternatives to enable the Authority to select one of them. Further detailing will be done for the alternative selected by the Authority.

### **3.3 Master Plan :**

The Project Development Advisor shall prepare a detailed master plan + (the "**Master Plan**") comprising the land use, architecture, design and associated parameters for the proposed development of a Tourist Hub in a manner which would utilize the existing land and infrastructure to the best advantage without being constricted in creativity and imagination.

### **3.4 Techno – Economic Feasibility Reports:**

The Project Development Advisor shall prepare Techno – Economic feasibility report for each of the shortlisted projects . The report should contain the costing and financial analysis including technology parameters, revenue streams , risk analysis, phasing and sustainability in respect of each project. The Project Development Advisor shall also prepare a Rapid Environment Impact Assessment reports for each shortlisted project which will be a part of the techno-Economic feasibility reports. The Project Development Advisor will also prepare a rapid EIA report for the island as a whole.

Reports shall also contain standards and specifications both in respect of construction/development as well as maintenance of the Tourist Hub.

### **3.5 Infrastructure Development Report**

The Project Development Advisor shall estimate the requirements of infrastructure services such as power, water, sewerage, sanitation, roads, telecommunication, waste management etc. for achieving the Objectives of the project.

**4. OTHER SERVICES :** The Transaction Advisor and/or Legal Advisor for the project shall be appointed separately by the Authority. The Project Development Advisor shall assist the Transaction Advisor and / or Legal Adviser by furnishing such clarifications as may be required for proper legal appraisal. Once the bid documents are released, it shall prepare replies to the written queries made by the bidders on the technical and commercial aspects of the bid documents. It shall take part in the pre-bid conference for award of concession and furnish such technical clarifications as may be called for.

It will be the Project Development Advisor's responsibility to fully defend the solutions proposed by him should these be questioned by the Authority or the bidders at any stage of the bidding process for award of the Concession and any modification or change required in

the Master Plan, Feasibility Report or Preliminary Design thereof shall be made by the Project Development Advisor. No separate payment shall be made for this purpose and all costs for these changes shall be deemed to be included in the overhead costs of the Project Development Advisor.

The responsibility of the Project Development Advisor to provide other services shall cease after 730 days from signing of the agreement.

**a. Assistance in preparation of bid documents**

The Project Development Advisor shall assist the Authority in preparation of the bid documents by providing inputs as and when required. The costs of all such inputs provided by the Project Development Advisor shall be deemed to be included in the Financial Proposal and no separate costs or expenses would be payable for this work.

**b. Assistance in pre-bid meetings**

The Project Development Advisor shall assist the Authority in pre-bid meetings for selection of the Concessionaire.

**5. Deliverables**

The Project Development Advisor shall deliver the following during the course of this Assignment. Each deliverable shall include drawings, plans, reports, photographs and such other documents that generally comprise deliverables for similar consultancy work internationally by way of best practices. The deliverables shall be so drafted that they could be given to the Bidders for guidance in preparation of their bids. 10 (ten) hard copies and 3 soft copies in CDs of all the Reports mentioned herein below shall be submitted to the authority. The deliverables shall include:

**A. Inception Report**

- B.** Report regarding Site analysis and Concept Plan.
- C.** Master Plan .
- D** Draft Techno Economic Feasibility Reports including rapid EIA reports for each short listed project as well as rapid EIA for the Island as a whole.
- E .** Final Techno Economic Feasibility Reports including rapid EIA reports for each short listed project as well as rapid EIA for the Island as a whole..
- F.** Infrastructure Development Report.
- G.** Other services as in para 4.

**6. List of Deliverables , Timelines and Payment Schedule :**

Time is the essence of this assignment. The total time period of the assignment shall be two years, which includes time given for the private developers to submit their bids. The Project Development Advisor shall adhere to the following time schedules (mile stones) with respect of the

<b>Key Date No.</b>	<b>Description of deliverables</b>	<b>Key Date</b>	<b>Payment</b>
KD1	Inception Report	X+ 15	Nil
KD2	Report regarding Site analysis and Concept Plan	X+60	10%
KD3	Master Plan	X+90	15%
KD 4	Draft Techno economic Feasibility Reports	X+ 180	15%
KD5	Final Techno economic Feasibility Reports	X+ 240	30%
KD7	Infrastructure Development Report	X+ 240	10%
KD8	Completion of Services	X+730	20%
<b>Total</b>			<b>100%</b>

date of execution of the agreement:

**NOTE : 'X' IS THE DATE OF SIGNING OF THE AGREEMENT**

The Project Development Advisor is essentially required to have discussions and consultations with the Tourism Department and the Evaluation Committee during all of the above mentioned milestones.

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### Section 3. Instructions to Project Development Advisors

1. **Introduction**
- 1.1 The Project Development Advisors are invited to submit evidence of Pre qualification as per format given in Section 4, a Technical Proposal as per the formats given in Section 4 and a Financial Proposal as per the formats given in Section 5, in **3 separate sealed covers for the Project Development Advisory services required for the assignment**. The selection would be on the QCBS procedure, subject to the Technical Proposal is in substantive compliance with the RFP requirements. The Proposal will form part of the contract with the selected Project Development Advisor.
- 1.2 The 3 envelopes shall be separately sealed with contents as follows:
- Envelope 1:** Pre-qualification documents as per format in Section-4, along with EMD of Rs.25,000/- in the form of deposits at call receipt of any Nationalized Bank / DD drawn in favour of Director (Tourism), Andaman & Nicobar Islands.
- Envelope 2 :** Technical Proposal
- Envelope 3:** Financial Proposal
- The individual sealed envelopes shall be clearly Super scribed with the title of the Project, followed by, the pre-qualification offer, Technical offer or Financial offer as the case may be. All the 3 envelopes then shall be separately put in an outer cover and sealed, super scribed with the title of the Project and due date.**
- The client does not take responsibility of misplacement of the bids or parts of it and/or opening of the wrong envelope if the above instruction is not followed.
- 1.3 Project Development Advisors should familiarize themselves with complete local conditions and take them into account in preparing their Proposals.
- 1.4 Project Development Advisors shall bear all costs associated with the preparation and submission of their proposals and

contract negotiation. Tourism Dept. (A & N Islands) is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Project Development Advisors.

- 2. Client's Interest**

2.1 Project Development Advisors shall provide professional, objective, and impartial advice and at all times and hold Tourism Dept.'s (A & N Islands) interests paramount
- 3. Proposal Validity**

3.1 The Technical and Financial Proposal to be submitted by the Project Development Advisors should be firm and valid for a period of 90 days from the last date of submission of the proposal.
- 4. Clarifications**

4.1 Project Development Advisors may request clarifications on the RFP document within 15 calendar days from the date of issue of this RFP. Any request for clarification must be sent in writing, or by E-Mail.

4.2 At any time before the submission of Proposals, Tourism Dept. (A & N Islands) may amend the RFP by issuing an addendum in writing or by standard electronic means.
- 5. Submission, Receipt, and Opening of Proposals**

**5.1** The original proposal (Pre-qualification, Technical Proposal and Financial Proposal) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Project Development Advisors themselves. The person who signed the proposal must initial such corrections. Submission letters for Pre-qualification, Technical and Financial Proposals should respectively be in the format of PQ-1, TECH-1A of Section 4, and FIN-1 of Section 5.

**5.2** An authorized representative of the Project Development Advisors shall initial all pages of the original Technical and Financial Proposals. The

authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been dully authorized to sign.

5.3 The Pre-qualification (along with the EMD), Technical Proposal shall be placed in separate sealed envelopes clearly marked **“PRE-QUALIFICATION PROPOSAL”** and **“TECHNICAL PROPOSAL”** respectively. Similarly, the Financial Proposal shall be placed in a sealed envelope clearly marked **“FINANCIAL PROPOSAL”**. **The envelopes containing the Pre-qualification, Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the Name of the Assignment, submission address, opening date for opening etc.**

5.4 The Proposals must reach Tourism Dept. (A & N Islands) latest on or before **15/07/2010 at 04:00 pm**, delivered in person or by Registered Post or by Courier. Any proposal received by Tourism Dept. (A & N Islands) after the deadline for submission shall be returned unopened.

5.5 Tourism Dept. (A & N Islands) shall open the Pre-qualification Proposal on **15/07/2010 at 04:30 p.m.**

5.6 The Pre-qualification (PQ) proposal shall be opened publicly in the presence of the Project Development Advisors' representatives who choose to attend. Tourism Dept. (A & N Islands) shall evaluate the PQ Proposal for its compliance to the requirement of RFP and the Technical proposal of only those Project Development Advisors whose PQ proposals are in compliance to the RFP would be evaluated as per evaluation criterion mentioned below. Proposals without the requisite EMD would be out rightly rejected.

5.7 The requirements of Pre-qualification are as below:

a. Technical Capacity: Technical Capacity: The Applicant shall have, over the past 5 (five) years preceding the PDD, undertaken a minimum of one Eligible Assignment as defined below in clause 5.7(a)(i).

### **i) Eligible Assignments**

For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, consultancy assignments for Development of tourism and travel projects (such as entertainment or leisure parks ,, tourist hub/complex, theme parks, sports/water sports complex, etc.) having an estimated capital cost of at least Rs. 50,00,00,000 (Rupees fifty crore) (excluding land) in case of a project in India, and US\$ 25 million (US\$ Twenty five million) for projects elsewhere shall be deemed as eligible assignments (**the “Eligible Assignments”**)

b. **Financial Capacity:** The Applicant shall have received a minimum income of Rs. 2.5 crore (Rs.Two crore Fifty lakhs) or US \$ 1.5 million per annum from professional fees during each of the three years preceding the Proposal Due Date.

### **c. Key Personnel**

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

#### **Key Personnel**

#### **Responsibilities**

Chief Planner and Team Leader (the **“Team Leader”**)

He will prepare the master plan and lead, co-ordinate and supervise the multidisciplinary team for preparation of the Master Plan and Feasibility Reports.

**Structural Engineer**

He will be responsible for establishing the technical feasibility of the Project

and its structural elements.

**Architect** He will be responsible for Architectural design of the proposed project facilities.

**Financial Analyst** He will be responsible for financial analysis and modelling of the proposed Project , including each sub project.

**Environmental Expert (Coastal ecosystem expert)** He will be responsible for Environmental Impact Assessment of the Project and for suggesting mitigation measures for checking the pollution level during construction and operation.

**Availability of Key Personnel:** The Applicant shall offer and make available all Key Personnel meeting the requirements specified below.

(A) **Conditions of Eligibility for Key Personnel:** The Chief Planner-cum-Team Leader should have been and continue to be on the rolls of the Lead Firm, in the case of a consortium, or the Sole Firm for a period of one year on the date of the submission of the proposal. Each of the Key Personnel must fulfill the Conditions of Eligibility specified below:

<b>Key Personnel</b>	<b>Educational Qualification</b>	<b>Length of Professional Experience</b>	<b>of Experience Eligible Assignments</b>	<b>on</b>
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Chief Planner and Team Leader	Masters in Town Planning or equivalent	15 years	He should have led the planning or feasibility study teams for two Eligible Assignments.
Structural Engineer	Bachelor in Civil Engineering or equivalent with Masters in Structural Engineering.	10 years	He should have led the structural/construction planning teams or worked as expert for two Eligible Assignments.
Architect	Bachelor in Architecture or equivalent	5 years	He should have led the Architectural teams or worked as expert for two Eligible Assignments.
Financial Analyst	Post Graduate in Commerce/ Finance Chartered Accountant or MBA	5 years	He should have undertaken financial analysis and modelling for two Eligible Assignments
Environmental Expert/ <b>Coastal</b>	Masters/ Bachelor in Environmental	5 years	He should have led the environmental impact assessment

**ecosystem expert)**

Science or equivalent

teams or worked as a expert for two Eligible Assignments.

**5.8 Evaluation Criteria for Technical Proposal :**

<b>Sl. No</b>	<b>Evaluation Criterion</b>	<b>Max . Score</b>	<b>Scoring Method</b>
1	Experience of providing Project Development Advisory services in the past 5 years for projects costing Rs. 50 crore and above.	<b>25</b>	Cut off : 15  Rs.50 – 75 Cr : 15 Rs.75-100 Cr : 20 >Rs. 100 cr :25
2	Proposed approach and methodology for the undertaking the project.	<b>05</b>	Cut off : 03
2.1	Understanding of the objectives of this assignment. The extent to which the Project Development Advisor's approach and work plan respond to the objectives indicated in this RFP		03
2.2	Proposed Project Plan detailing out dependencies and assumptions with Work plan		02
3	Team composition and experience of key personnel.	<b>70</b>	Cut off : 47
3.1	Experience of Chief Planner	20	Cut off : 15

			15 years : 15 16 years :16 17 years : 17 18 years : 18 19 years: 19 >19 years : 20
3.2	Experience of Structural Engineer	10	Cut off :05  10 years : 05 11 years :06 12 years :07 13 years :08 14 years :09 >14 years :10
3.3	Experience of Financial Analyst	15	Cut off : 10  05 years : 10 06 years : 11 07 years :12 08 years : 13 09 years :14 >09 years : 15
3.4	Experience of Environmental /Coastal eco system expert.	10	Cut off :07  05 years : 07

			06 years :08 07 years :09 >07 years:10
3.5	Experience of Architect	15	Cut of : 10
			05 years : 10 06 years :11 07 years :12 08 years :13 09 years :14 >09 years :15
<b>TOTAL POINTS</b>		<b>100</b>	<b>Cut off : 65</b>

5.9 The Project Development Advisors whose Technical Proposals meet substantial requirements of RFP and who score a minimum of 60 total marks (as per the above scoring guideline) shall be intimated about the opening of the Financial Proposals. Financial Proposals of those intimated Project Development Advisors shall be opened publicly in the presence of their representatives who choose to attend. The total price quoted in the opened Financial Proposals shall be read out and recorded.

5.10 Tourism Dept. (A & N Islands) will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail.

5.11 The final evaluation of proposals shall be on the principle of

Quality Cum Cost Based Selection (QCBS) based on the final weighted score. A weightage of 70% will be assigned to the marks/points scored in the Technical Proposal and a weightage of 30% will be assigned to the marks/points scored in the Financial Proposal. 'T' is the total marks scored in Technical Proposal, and 'F' is the marks scored for the Financial Proposal. The bidder, who quotes the lowest professional fee, will be awarded a financial score of 100 marks and other bidders will be given financial scores that are inversely proportional to their quoted professional fees.

The formula for this will be,  $F = 100 \times (\text{Amount of Professional Fee Quoted by the Lowest Bidder} / \text{Amount Professional Fee Quoted by the Bidder under evaluation})$ .

The final weighted score will be : **0.70\*T+ 0.30\*F**

The assignment shall be awarded to the bidder scoring the highest final weighted score.

**5.12** Tourism Dept. (A & N Islands) will select the Project Development Advisor who has scored the highest evaluated marks on the basis of a combined technical and financial scoring as per QCBS procedure with Technical: Financial weightage in the ratio of 70:30 .

**5.13** The selected firm may be invited for negotiations by Tourism Dept. (A & N Islands), if felt necessary by Tourism Dept. (A & N Islands). If such negotiations do not result in fulfilment of Tourism Department's requirements, Tourism Dept. (A & N Islands) shall invite the Project Development Advisor with the second highest score, for negotiations and finalization.

**6 Availability of Professional staff/experts**

6.1 Tourism Dept. (A & N Islands) will require assurances that the Professional staff proposed for the assignment by the Project Development Advisor will be actually available. Tourism Dept. (A & N Islands) will not consider substitutions during the contract unless both parties agree in writing to any substitution. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate. The Project Development Advisor should set up a temporary office at Port Blair during the assignment period.

**7 Confidentiality**

7.1 The Selected Project Development Advisor shall keep all the information pertaining to the assignment CONFIDENTIAL and shall

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not provide/disclose any information of the assignment to anybody except on specific instructions from Tourism Dept. (A & N Islands).

**8. Property Rights of Assignment Outputs**

- 8.1 Project Development Advisor shall hand over soft copies of all the deliverables including workable Financial Models with all linkages as developed for the assignment and all related workings & outputs of the assignment generated for executing the assignment as & when requested by Tourism Dept. (A & N Islands) during the course of the assignment and on successful completion of the assignment.
- 8.2 Such deliverables including Financial Models, and related outputs are the Sole Property of Tourism Dept. (A & N Islands) and the Project Development Advisor shall treat all these information Confidential and shall not share with anybody else except on specific written instructions by Tourism Dept. (A & N Islands).

**9. Contract Agreement :** The successful applicant/bidder shall sign an agreement before the commencement of the assignment incorporating the Time limit for the Scope of Work as specified in the “List of Deliverables & Timelines” and other Terms and Conditions stipulated in this RFP.

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

**11. Liquidated Damages:**

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

**12. Pre Bid Meeting :** A pre bid meeting will be held at the Office of the Resident  
Commissioner , 12 Chanakyapuri ,Near Chanakya Cinema , New Delhi -110021 **on 01/06/2010 at 11:00 a.m.**

**Section 3: Instructions to Project Development Advisors  
DATA SHEET**

<p><b>1.1</b> <b>1.</b></p>	<p>Name of the assignment:</p> <p><b>Appointment of Project Development Advisor for Development of Viper Island as a high class Tourist Destination in Andaman &amp; Nicobar Islands with various recreational and entertainment activities .</b></p> <p>Method of selection:</p> <p><b><u>QCBS subject to the Technical Proposal is in substantial compliance to the RFP</u></b></p>
<p><b>1.2</b></p>	<p><b>2.</b> Pre-qualification, Technical Proposal and Financial Proposal to be submitted in 3 separate sealed Covers put together in an Outer Envelope. EMD of Rs. 25, 000/- in form of deposits at call receipt of any Nationalized Bank to be furnished.</p>
<p><b>1.3</b></p>	<p>Proposals must remain valid till 90 calendar days after the last date of submission</p>
<p><b>1.4</b></p>	<p><b>3.</b> Expected date for commencement of consulting services: .....</p>
<p><b>5.2</b></p>	<p><b>4.</b> All proposals to be signed by Authorised signatory, together with requisite Power of Attorney, authorizing him to sign</p>
<p><b>5.7/ 5.8</b></p>	<p><b>5.</b> Qualification and Evaluation criterion for the proposal</p>

#### **Section 4. Pre- Qualification and Technical Proposal - Standard Forms**

PQ -1 Pre-Qualification Proposal Submission Form

PQ-2 Project Development Advisor's Experience & evidence of meeting PQ criterion

TECH-1A Technical Proposal Submission Form

TECH-2A Project Development Advisor's Organization and Experience

A Project Development Advisor's Organization

B Project Development Advisor's Experience

TECH-3 Comments or Suggestions on the Terms of Reference

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

TECH-5 Team Composition and Task Assignments

TECH-6 Curriculum Vitae (CV) for Proposed Professional Staff

TECH-7 Work Schedule

**Form: PQ-1 Pre-Qualification Proposal Submission Form**

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To: \_\_\_\_\_ [Location,  
Date]

**Director (Tourism),  
Directorate of Tourism ,  
Andaman and Nicobar Administration,  
Port Blair – 744 101**

Dear Sirs:

We, the undersigned, offer to provide the Project Development Advisory services for Development of Viper Island as a high class Tourist Destination in Andaman & Nicobar Islands with various recreational and entertainment activities in accordance with your Request for Proposal dated ..... and our Proposal. We are hereby submitting our Pre-qualification proposal, Technical Proposal sealed under a separate envelope.

The enclosed PQ proposal includes the Power of Attorney in the name of the Authorised Signatory and Consent letters from Consortium Members, if any, in Original.

We are submitting our Proposal in association with: *[Insert the list of Consortium Member- maximum of 2 members with full name and address of each associated Project Development Advisor]*

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

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

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than 3 calendar days from the date of appointment. We understand you are not bound to accept any Proposal you receive.

Thanking You,

Yours Sincerely,

Authorized Signature *[In full and initials]*: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

**Form: PQ-2 Project Development Advisor's Experience and evidence of meeting PQ criterion**

---

**A - Project Development Advisor's Experience and evidence**

*[Provide here necessary details and evidence including, submissions, project sheets etc. covering the recent assignments executed relevant to this assignment and as required in the Pre-qualification norms as per the RFP document, over past 5 years.]*

**B - Project Development Advisor's Financials**

*[Project Development Advisors can attach their financial statements for past 3 years]*

**Form: TECH-1A Technical Proposal Submission Form**

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**To:** [Location,  
Date]

**Director (Tourism)  
Directorate of Tourism,  
Andaman and Nicobar Administration,  
Port Blair – 744 101**

**Dear Sirs:**

**We, the undersigned, offer to provide the** Project Development Advisory services for Development of Viper Island as a high class Tourist Destination in Andaman & Nicobar Islands with various recreational and entertainment activities in accordance with your Request for Proposal dated ....., 2010 and our Proposal. We are hereby submitting our Technical Proposal, sealed under a separate envelope.

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

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

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

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

Thanking You,

Yours Sincerely,

Authorized Signature [*In full and initials*]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

**Form: TECH-2A Project Development Advisor's Organization and Experience**

**A - Project Development Advisor's Organization**

*[Provide here a brief (two pages) description of the organization, business activities and experience of your firm/entity and each consortium member proposed for this assignment.]*

## **B – Project Development Advisor's Experience**

*[Project Development Advisors can attach their experiences in MS-Word Format covering the recent assignments executed relevant to this assignment over past 3-5 years, not exceeding 20 pages]*

### **Form: TECH-3 Comments and Suggestions on the Terms of Reference**

---

*[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment. Such suggestions should be concise and to the point, and incorporated in your Proposal.]*

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

---

*[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal in brief divided into the following three chapters:*

- a) Technical Approach and Methodology,*
- b) Organization and Staffing,*

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

*b) Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, especially related to the tourism and proposed technical and support staff.]*



**Form: TECH-6 Curriculum Vitae (CV) for Proposed Staff**

---

**1. Proposed Position** [*only one candidate shall be nominated for each position*]:

\_\_\_\_\_

**2. Name of Firm** [*Insert name of firm proposing the staff*]: \_\_\_\_\_

\_\_\_\_\_

**3. Name of Staff** [*Insert full name*]: \_\_\_\_\_

**4. Date of Birth:** \_\_\_\_\_ **Nationality:** \_\_\_\_\_

**5. Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: \_\_\_\_\_

\_\_\_\_\_

**6. Membership of Professional Associations:** \_\_\_\_\_

\_\_\_\_\_

**7. Other Training** [*Indicate significant training since degrees under 5 - Education were obtained*]: \_\_\_\_\_

\_\_\_\_\_

**8. Countries of Work Experience:** [*List countries where staff has worked in the last ten years*]: \_\_\_\_\_

\_\_\_\_\_

**9. Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]: \_\_\_\_\_

\_\_\_\_\_

**10. Employment Record** [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:

From [Year]: \_\_\_ To [Year]: \_\_\_\_\_

Employer: \_\_\_\_\_

Positions held: \_\_\_\_\_

<p><b>11. Detailed Tasks Assigned</b></p> <p><i>[List all tasks to be performed under this assignment]</i></p>	<p><b>Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</b></p> <p><i>[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 listed under point 11.]</i></p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Client: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p>
--	--

**12. Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

\_\_\_\_\_ Date: \_\_\_\_\_

*[Signature of staff member or authorized representative of the staff]*  
*Day/Month/Year*

Full name of authorized representative: \_\_\_\_\_



## **Section 5. Financial Proposal - Standard Forms**

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs & Payment Schedule

**Form: FIN-1 Financial Proposal Submission Form**

---

[Location, Date]

To:

**Director (Tourism),  
Directorate of Tourism,  
Andaman and Nicobar Administration,  
Port Blair – 744 101**

Dear Sirs:

We, the undersigned, offer to provide the Project Development Advisory services for Development of Viper Island as a high class Tourist Destination in Andaman & Nicobar Islands with various recreational and entertainment activities in accordance with your Request for Proposal dated ....., 2010 and our Technical Proposal.

Our attached Financial Proposal is for the total all-inclusive sum of [*Insert amount(s) in words and figures*], exclusive of all taxes.

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

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

Thanking You,

Yours Sincerely,

Authorized Signature [*In full and initials*]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

**Form: FIN-2 Summary of Costs & Payment Schedule**

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**Summary of Costs**

<b>Item</b>	<b>Amount in Indian Rupees/ percentage (as applicable)</b>	
	In Figures	In Words
<b>I. Professional Fees</b> Total Fees (Lump-Sum) [A]		

CONTRACT

Between

The President of India

Through

**Secretary(Tourism)**

**Andaman and Nicobar Administration**

**India**

&

**-----.**

(Project Development Advisor)

**FOR PROJECT DEVELOPMENT ADVISORY  
SERVICES**

**PROJECT DEVELOPMENT ADVISORY AGREEMENT**

This agreement is made at Port Blair on ..... day of .....2010.

BETWEEN

The President of India through the Secretary , Tourism, Andaman and Nicobar Administration (hereinafter called the “**First Party**” which expression shall, unless excluded by repugnancy by to the context, be deemed to include his successors and assigns) of the one part

AND

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

WHEREAS-

(a) The First Party has invited the proposals for providing Project Development Advisory services as defined in the General Conditions of Contract annexed to this Contract (hereinafter called the "Services") for **Development of Viper Island as a high class tourist destination in Andaman and Nicobar Islands with various recreational and entertainment activities** on Public Private Partnership Basis (hereinafter referred to a "Project"); and,

(i) The Second Party having represented to the First Party that it has the required professional skills, and personnel and technical resources, agreed to provide the Services on the terms and conditions set forth in this agreement.

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

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

- (a) The General Conditions of Contract (hereinafter called "GC"); and,
- (b) The following Appendices:-
  - I. Appendix A- Scope of Services ;
  - II. Appendix B- Key Deliverables ,Work Plan and Payment Schedule;
  - III . Appendix C- Key Personnel;
  - IV. Request for proposal (RFP);
  - V. Bid submitted by

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

- (a) The Second Party shall carry out the Services in accordance with the provisions of the contract; and
- (b) The First Party shall make payments to the Second Party in accordance with the provisions of the Contract.

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

**WITNESSES**

**FIRST PARTY**

For and on behalf of the President of India

.....

**Secretary(Tourism),  
Andaman and Nicobar Administration.**

.....

**SECOND PARTY**

.....

.....

**WITNESSES**

1. ....

2. ....

**General conditions of the Contract**

**Index**

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

8. Settlement of Disputes

9. Governing Law

## **GENERAL CONDITIONS OF CONTRACT**

### **1. General Provisions**

#### **1.1 Definitions**

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

- (a) "Applicable Law", means the laws and any other instruments having the force of law in INDIA, as they may be issued and in force from time to time;

- (b) "Contract" means the Contract signed by the Parties, including the General Conditions of Contract, together with all the documents listed in such signed Contract;
- (c) "Contract value" shall have the meaning ascribed in clause 6.2.
- (d) "Effective Date" means the date on which this contract comes into force and effect pursuant to Clause 2.1 of G C;
- (e) "GC", means these General Condition of Contract;
- (f) "Government", means the Lt. Governor of **Andaman & Nicobar Islands**.
- (g) "Local currency", means the currency of the Government of India, i.e., Indian Rupees ("INR");
- (h) "Party", means the First Party or the Second Party, as the case may be, and "Parties" means both of them;
- (i) (i) "Personnel", means persons hired by the Second Party or by any Sub-consultant as employees or any Sub-consultants themselves, where such Sub-consultant is an individual, and assigned to the performance of the Services or any part thereof;
- (ii) "Local personnel" mean such persons who at the time of being so hired or contracted as a Sub-consultant had their domicile inside India;
- (iii) "Key Personnel" means the personnel referred to in Clause 4.2 of the GC.
- (iv) "Service", means the work to be performed by the Second Party pursuant to this Contract as described in Appendix A hereto;
- (v) "Sub-consultant", means any entity, to which the Second Party subcontracts any part of the Services in accordance with the provisions of Clause 3.6 of the GC; and
- (vi) "Project" means \_Development of Viper Island as a high class tourist destination in Andaman and Nicobar Islands with various recreational and entertainment activities on Public Private Partnership Basis.
- (vii) "Third Party", means any person or entity other than the First Party, the Second Party or a Sub-consultant or Personnel of the Sub-consultant(s).

## 1.2 **Relation between the Parties**

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

**1.3 Law Governing Contract**

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

**1.4 Language**

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

**1.5 Headings**

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

**1.6 Notices**

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

registered mail or e-mail, or facsimile to such Party at the following addresses;

**First Party:**

**Secretary(Tourism)  
Andaman and Nicobar Administration  
Port Blair.**

Attention:

**Director of Tourism**

Telephone No./Facsimile :

**03192-230933(Telefax)**

**03192-244013**

**Second Party:**

Attention :

.....

Telephone No./Facsimile:

.....

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

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

**1.7 Location**

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

**1.8 Authorized Representatives**

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

**First Party**

**Secretary(Tourism)**

**Andaman and Nicobar Administration  
Port Blair.**

**Second Party**

.....

\_\_\_\_\_

**1.9 Taxes and Duties**

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

**2. Commencement, Completion, Modification and Termination of Contract**

**2.1 Effectiveness of contract**

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

**2.2 Commencement of Services**

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

**2.3 Expiration of Contract**

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

**2.4 Entire agreement**

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

## **2.5 Modification**

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

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

## **2.6 Force Majeure**

2.6.1 a) For the purposes of this Contract, “Force Majeure”, means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, Tsunami or other adverse weather conditions, war like situation, terrorist attacks and disruptions caused by imposed or advised by the Government, strike, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

(a) Force majeure shall not include any event, which is caused by the negligence or intentional action of a Party or such Party’s Sub-consultants or agents or employees.

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

### **2.6.2 No Breach of Contract**

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

### 2.6.3 **Measures to be taken**

(a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.

(b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than one (1) week following the occurrence of such event, providing evidence, wherever possible using its best efforts, of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

(c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

### 2.6.4 **Extension of Time**

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

### 2.6.5 **Payments**

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

### 2.6.6 **Consultation**

Not later than 15 working days after the Second Party, as the result of an event of Force Majeure, has become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

### 2.7 **Suspension**

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

under this clause shall not apply in respect of payments due for the useful work already performed to the satisfaction of first party by the Second Party.

## **2.8 Termination**

### **2.8.1 By the First Party**

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

- (a) If the Second Party fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.7 of the GC hereinabove, within 15 working days of receipt of such notice of suspension or within such further period as the first party may have subsequently approved in writing;
- (b) If the Second party becomes insolvent or bankrupt or enters into any agreements with its creditors for relief of debt or takes advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- (c) If the Second Party fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 8 of the GC hereof;
- (d) If the Second Party submits to the First Party a statement which has a material effect on the rights, obligations or interests of the First Party and which the Second Party knows to be false provided the Second Party has been given reasonable opportunity to be heard to represent their case;
- (e) If, as the result of Force Majeure, the Second Party is unable to perform a material portion of the Services for a continuous period of not less than one (1) month;
- (f) If the Second Party in the Judgment of the First Party based on tangible evidence, has engaged in corrupt or fraudulent practices in competing for or in executing the contract provided the Second Party has been given reasonable opportunity to be heard to represent their case.

For the purpose of this clause,

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

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

### **2.8.2 By the Second Party**

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

- (a) If the First Party fails to pay any money due to the Second Party pursuant to this Contract and not subject to dispute pursuant to clause 8 of the GC hereof within thirty (30) days after receiving written notice from the Second Party that such payment is overdue;
- (b) If the First Party is in breach of its obligations pursuant to this Contract and has not remedied the same within thirty (30) days (or such longer period as the second Party may have subsequently approved in writing) following the receipt by the First Party of the Second Party's notice specifying such breach;
- (c) If the First Party fails to comply with any final decision reached as a result of arbitration pursuant to Clause 8 of the GC hereof.

### **2.8.3 Cessation of Rights and Obligations.**

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

- (a) Such rights and obligations as may have accrued on the date of termination or expiration;
- (b) The obligation of confidentiality set forth in Clause 3.3 of the GC hereof;
- (c) Any right which a Party may have under the Applicable law.

### **2.8.4 Cessation of Services**

Upon termination of this contract by notice of either Party to the other pursuant to Clause 2.8.1 of the GC or Clause 2.8.2 of the GC hereof, the second Party shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

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

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

### **2.8.5 Payment upon Termination**

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

### **2.8.6 Disputes about Events of Termination**

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

## **3. Obligations of the Second Party**

### **3.1.1 Standard of Performance**

The Second Party shall perform the services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices and employ appropriate advanced technology. The Second Party shall always act, in respect of any matter relating to this contract or to the Services, as a faithful adviser to the First Party, and shall at all times support and safeguard the First Party's legitimate interests in any dealings with Sub-consultants or third Parties.

### **3.1.2 Law Governing Services**

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

## **3.2 Conflict of Interests**

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

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

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

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

### **3.2.3 Prohibition of Conflicting Activities**

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

## **3.3 Confidentiality**

The Second Party, its Sub-consultants and the Personnel of either of them shall not either during the term of this contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the

first Party's business or operations without the prior written consent of the First Party.

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

Except in case of gross negligence or willful misconduct on the part of the Second Party or on the part of sub consultants, in carrying out the Services, the Second Party, with respect to damage caused by the Second party to the First Party's property, shall not be liable to the First Party:

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

### **3.5 Insurance to be taken out by the Second Party**

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

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

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

- (a) Entering into a Sub Contract for the performance of the part of the services;
- (b) Appointing "Second Party's Sub-consultants' Key Personnel";
- (c) Upon appointing replacements for the key personnel.

### **3.7 Reporting Obligations / Deliverables**

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

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

- (a) Subject to sub-clause (b) below, all plans, drawings, specifications, designs, reports, other documents and software prepared by the Second Party for the First Party under this Contract shall become and remain the property of the First Party, and the Second Party shall, not later

than upon termination or expiration of this Contract, deliver all such documents to the First Party, together with a detailed inventory thereof. The Second Party may retain a copy of such documents and software. The Second Party shall not use the documents for purpose unrelated to this Contract without the prior written approval of the First Party.

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

### **3.9 Ensuring performance of the contract**

**3.9.1** The Second Party shall, before signing the agreement and within the period specified in the letter of acceptance, deposit a sum equivalent to 5% of the value of the contract as Performance Guarantee (Security) in the form of D.D from any Nationalized Bank payable to the Sr. Accounts Officer (IP&T), Tourism Department at Port Blair. The Performance guarantee should be valid till the signing of the Contract between the A&N Administration and the private investor. If the Second Party fails to deposit the Performance Guarantee/Security and execute the agreement as stated above, the contract will be arranged elsewhere at the defaulter's risk and any loss incurred by First Party on account of the delay in execution of the contract will be recovered from the defaulter who will, however, not be entitled to any gain accruing thereby.

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

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

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

## **4. Second Party's Personnel & Sub-Consultants**

### **4.1 General**

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

### **4.2 Description of Personnel**

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

#### **4.3 Removal and/or Replacement of Personnel**

- (a) Except as the First Party may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Second Party, it becomes necessary to replace any of the Personnel, the Second Party shall forthwith provide as a replacement a person of equivalent or better qualification and experience, acceptable to the First Party.
- (b) If the First Party (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Second Party shall, at the First party's written request specifying the grounds therein, forthwith provide as an replacement a person with qualifications and experience acceptable to the First Party.
- (c) The Second Party shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

#### **4.4 Resident Project Manager**

The Second Party shall nominate a Resident Project Manager who should be stationed at **Port Blair** to ensure standards in the performance of Services as provided in Clause 3.1 of the GC aforementioned.

### **5. Obligations of the First Party**

#### **5.1 Duties of the First Party**

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

#### **5.2 Services, Facilities & Property of the First Party**

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

#### **5.3 Payment**

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

#### 5.4 Information

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

### 6. Payments to the Second Party

#### 6.1 Remuneration

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

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

#### 6.2 Contract Value

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

#### 6.3 Payments for additional services

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

#### 6.4 Currency of Payment

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

#### 6.5 Terms & Conditions of Payment

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

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

#### 6.6 Interest on Delays in Payments or Submission of Reports

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

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

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

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

## **7. Fairness & Good Faith**

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

## **7.2 Operation of the Contract**

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

## **8. Settlement of Disputes**

### **8.1 Amicable Settlement**

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

### **8.2 Dispute Settlement**

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

#### **8.2.1 Selection of Arbitrators**

The Arbitrator shall be appointed by the Administrator, Andaman and Nicobar Islands.

#### **8.2.2 Rules of Procedure**

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

#### **8.2.3 Substitute Arbitrators**

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

#### **8.2.4 Qualifications of Arbitrators**

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

#### **8.2.5 Miscellaneous**

In any arbitration proceeding hereunder :

- (a) Proceedings shall, be held in Port Blair.
- (b) The English language shall be the official language for all purposes.
- (c) The decision of the Arbitrator shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims or immunity in respect of such enforcement.

**9. Governing Law**

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

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

1. **First Party**

*For and on behalf of President of India*

**Secretary(Tourism)  
Andaman and Nicobar Administration  
Port Blair.**

2 **Second Party**

.....

.....

**WITNESSES**

1.

2.

## APPENDIX-A

### Scope of Work :

#### **A. Scope of Work for Development of Viper Island as a high class tourist destination in Andaman and Nicobar Islands with various recreational and entertainment activities:**

##### **2. Objective**

The objective of this Consultancy (the "**Objective**") is to prepare a Master Plan , Layout Plan , Infrastructure Development Plan and Techno economic feasibility report of shortlisted projects for development of Viper Island as a high class tourist destination through Public Private Partnership. The total area of the island is about 31.94 Hectares. The Feasibility Report would ensure:

- (c) a high class tourist destination with various recreational and entertainment activities; and
- (d) integrated development with the surrounding areas .

##### **2. Scope of Services**

- 2.1 The Services to be performed by the Project Development Advisor shall include but not be limited to the following:

- Survey the identified site to determine the potential, constraints and opportunities which exist for development of Viper Island as a tourist destination with recreational and entertainment activities;
- Carry out site analysis with regard to: location, connectivity and approach, orientation, surrounding developments, soil characteristics, type of vegetation, terrain/topography, drainage, water availability and quality, wave conditions and marine life etc.
- Prepare a concept plan and make a list of potential development, recreational and entertainment activities which could be promoted in Viper island.
- Prepare a Master plan including land use plan for short listed activities.
- Carry out technical viability analysis in respect of each of the proposed development, recreational and entertainment activities and determine project costs.
- Prepare Feasibility Reports which should include Technical feasibility and Financial viability in respect of each of the shortlisted development, recreational and entertainment activities. The Feasibility report should incorporate specifications and features so that the development to be carried out is of international standard and should also take into consideration the eco-system of the Island .
- Estimate the requirement of infrastructure services such as power , water , sewerage and sanitation etc and prepare an infrastructure development plan, with technical and financial details.
- Prepare Rapid Environment Impact Assessment (EIA) report for each of the proposed activities as well as for the Island as a whole keeping in view the guidelines of Ministry of Environment and Forests including applicable CRZ regulations.

### **3. Preparation of Reports**

In pursuance of this TOR the Project Development Advisor shall prepare the following Reports as a part of this Consultancy. The Project Development Advisor shall submit the draft of each report to the Authority at least three weeks before its final submission. Upon submission of draft reports, the Authority will scrutinize the draft reports and convey its observations to the Project Development Advisor. The Project Development Advisor shall make necessary presentations, attend meetings and provide clarifications during the Authority's scrutiny. The Project Development Advisor shall address the observations of the Authority and carry out necessary additional work, rectification, modification, clarification etc. and submit the final report thereafter.

#### **3.2 Inception Report**

On commencement of the assignment , the Project Development Advisor shall prepare and submit an Inception Report (the "**Inception Report**"). The Inception Report shall be a further elaboration of the Project Development Advisor's submissions towards understanding of the RFP, the methodology to be followed and Work Plan. It shall also include a reference to Master Plan and Feasibility Report derived from their previous work experience or from similar other project as an example of how the final product of consultancy may shape

up. This submission will be for reference purposes only to clearly map out the method and manner in which the Project Development Advisor plans to approach the assignment. Inception Report shall also include the schedules for presentation, submission of various draft and final deliverables and visits of Key Personnel.

**3.2 Report regarding Site analysis and concept plan** The Project Development Advisor shall prepare the Report of the proposed Tourist Hub incorporating Concept Plan, site analysis/survey report, and potential list of projects that can be taken up on Viper Island keeping in view the ecology, development control norms and FAR stipulations and CRZ and Environmental regulations. The Project Development Advisor shall suggest criteria for short listing projects for commercial development. The Project Development Advisor shall prepare at least three conceptual alternatives, which must be equally complete in all respects, yet significantly different to provide the Authority options to choose from. The Project Development Advisor will assess approximate costs and benefits of different alternatives and present the alternatives to the Authority bringing out the comparative merits and demerits of each. Project Development Advisor shall rework/ modify the scheme based on interactions with and observations of the Authority. The Authority might selectively choose some concepts from each alternative and the Project Development Advisor may have to develop a fourth alternative incorporating these concepts to the satisfaction of the Authority. The Project Development Advisor might be asked to sufficiently detail the alternatives to enable the Authority to select one of them. Further detailing will be done for the alternative selected by the Authority.

### **3.3 Master Plan :**

The Project Development Advisor shall prepare a detailed master plan + (the "**Master Plan**") comprising the land use, architecture, design and associated parameters for the proposed development of a Tourist Hub in a manner which would utilize the existing land and infrastructure to the best advantage without being constricted in creativity and imagination.

### **3.4 Techno – Economic Feasibility Reports:**

The Project Development Advisor shall prepare Techno – Economic feasibility report for each of the shortlisted projects. The report should contain the costing and financial analysis including technology parameters, revenue streams, risk analysis, phasing and sustainability in respect of each project. The Project Development Advisor shall also prepare a Rapid Environment Impact Assessment reports for each shortlisted project which will be a part of the techno-Economic feasibility reports. The Project Development Advisor will also prepare a rapid EIA report for the island as a whole.

Reports shall also contain standards and specifications both in respect of construction/development as well as maintenance of the Tourist Hub.

### **3.5 Infrastructure Development Report**

The Project Development Advisor shall estimate the requirements of infrastructure services such as power, water, sewerage, sanitation, roads, telecommunication, waste management etc. for achieving the Objectives of the project.

**4. OTHER SERVICES :** The Transaction Advisor and/or Legal Advisor for the project shall be appointed separately by the Authority. The Project Development Advisor shall assist the Transaction Advisor and / or Legal Adviser by furnishing such clarifications as may be required for proper legal appraisal. Once the bid documents are released, it shall prepare replies to the written queries made by the bidders on the technical and commercial aspects of the bid documents. It shall take part in the pre-bid conference for award of concession and furnish such technical clarifications as may be called for.

It will be the Project Development Advisor's responsibility to fully defend the solutions proposed by him should these be questioned by the Authority or the bidders at any stage of the bidding process for award of the Concession and any modification or change required in the Master Plan, Feasibility Report or Preliminary Design thereof shall be made by the Project Development Advisor. No separate payment shall be made for this purpose and all costs for these changes shall be deemed to be included in the overhead costs of the Project Development Advisor.

The responsibility of the Project Development Advisor to provide other services shall cease after 730 days from signing of the agreement.

**c. Assistance in preparation of bid documents**

The Project Development Advisor shall assist the Authority in preparation of the bid documents by providing inputs as and when required. The costs of all such inputs provided by the Project Development Advisor shall be deemed to be included in the Financial Proposal and no separate costs or expenses would be payable for this work.

**d. Assistance in pre-bid meetings**

The Project Development Advisor shall assist the Authority in pre-bid meetings for selection of the Concessionaire.

**5. Deliverables**

The Project Development Advisor shall deliver the following during the course of this Assignment. Each deliverable shall include drawings, plans, reports, photographs and such other documents that generally comprise deliverables for similar consultancy work internationally by way of best practices. The deliverables shall be so drafted that they could be given to the Bidders for guidance in preparation of their bids. 10 (ten) hard copies and 3 soft copies in CDs of all the Reports mentioned herein below shall be submitted to the authority. The deliverables shall include:

- A.** Inception Report
- B.** Report regarding Site analysis and Concept Plan.

- C. Master Plan .
- D Draft Techno Economic Feasibility Reports including rapid EIA reports for each short listed project as well as rapid EIA for the Island as a whole.
- E . Final Techno Economic Feasibility Reports including rapid EIA reports for each short listed project as well as rapid EIA for the Island as a whole..
- F. Infrastructure Development Report.
- G. Other services as in para 4.

1.

## APPENDIX-B

### **KEY DELIVERABLES , WORK PLAN AND PAYMENT SCHEDULE :**

Time is the essence of this assignment. The total time period of the assignment shall be two years , which includes time given for the private developers to submit their bids . The Project Development Advisor shall adhere to the following time schedules (mile stones) with respect of the date

<b>Key Date No.</b>	<b>Description of deliverables</b>	<b>Key Date</b>	<b>Payment</b>
KD1	Inception Report	X+ 15	Nil
KD2	Report regarding Site analysis and Concept Plan	X+60	10%
KD3	Master Plan	X+90	15%
KD 4	Draft Techno economic Feasibility Reports	X+ 180	15%
KD5	Final Techno economic Feasibility Reports	X+ 240	30%
KD7	Infrastructure Development Report	X+ 240	10%
KD8	Completion of Services	X+730	20%
<b>Total</b>			<b>100%</b>

of execution of the agreement:

**NOTE : 'X' IS THE DATE OF SIGNING OF THE AGREEMENT**

The Project Development Advisor is essentially required to have discussions and consultations with the Tourism Department and the Evaluation Committee during all of the above mentioned milestones.

**APPENDIX-C**

**KEY PERSONNEL**

**REPLIES TO QUERIES RAISED DURING PRE-BID MEETING FOR APPOINTMENT OF  
“PROJECT DEVELOPMENT ADVISOR” FOR DEVELOPMENT OF  
VIPER ISLAND AS A HIGH CLASS TOURIST DESTINATION IN ANDAMAN AND  
NICOBAR ISLANDS WITH VARIOUS RECREATIONAL AND  
ENTERTAINMENT ACTIVITIES.**

S.N	Clause	Query	Responses by Tourism Department																								
1.	Submission , Receipt, and opening of Proposal ; Section 5; Point no.5.7(i)	<p>Following can be modified to Eligible Assignments: Development of tourism and/or travel project or other urban building complex dedicated for public use (E.g. theme parks, leisure park, tourist hub, sports complex, exhibition complex, convention center etc.) having an estimated capital cost of least Rs. 50,00,00,000(Rupees fifty crore) (excluding land) in case of a project in India, and US\$25 million (US\$ Twenty five million) for projects elsewhere shall be deemed as eligible assignments (the “<b>Eligible Assignments</b>”)</p> <p>Development of urban infrastructure projects covering an area of 5 (five) hectares each or more and having an estimated capital cost of at least Rs. 50,00,00,000 (Rupees fifty crore) (excluding land) in case of a project in India, and US\$ 50 million (US\$ Fifty million) for projects elsewhere shall be deemed as eligible assignments (the “<b>Urban Planning Projects</b>”).</p>	Prescribing minimum area requirement of 5 hectares not required. Therefore, no change in the definition of Eligible Assignments																								
2.	Submission, Receipt, and Opening of Proposal: Section 5; Point no. 5.7 (c) Key Personnel	<p>Key personnel should also include</p> <p>Tourism planner/Tourism strategist: assist to draw up the overall tourism master plan for the island and guide the other personnel in this project</p>	Requirement of a Tourism Planner is not required.																								
3.	List of Deliverables, Timelines an Payment Schedule; Section 6; Page no. 13	<p>Can be altered to:</p> <p>KD1 Inception report X+30 KD2 Report regarding Site X+120 analysis and Concept plan KD3 Master Plan X+150 KD4 Draft Techno economic X+210 Feasibility Reports KD5 Final Techno economic X+270 Feasibility Reports KD6 Infrastructure Development X+270</p>	<p>The following shall be the Key dates and payment schedule :</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th style="text-align: center;"><b>Revised</b></th> <th style="text-align: center;"><b>Original</b></th> </tr> </thead> <tbody> <tr> <td>KD1</td> <td style="text-align: center;">X+15</td> <td style="text-align: center;">Nil</td> </tr> <tr> <td>KD2</td> <td style="text-align: center;">X+105</td> <td style="text-align: center;">20%</td> </tr> <tr> <td>KD3</td> <td style="text-align: center;">X+135</td> <td style="text-align: center;">10%</td> </tr> <tr> <td>KD4</td> <td style="text-align: center;">X+225</td> <td style="text-align: center;">15%</td> </tr> <tr> <td>KD5</td> <td style="text-align: center;">X+285</td> <td style="text-align: center;">25%</td> </tr> <tr> <td>KD6</td> <td style="text-align: center;">X+300</td> <td style="text-align: center;">10%</td> </tr> <tr> <td>KD7</td> <td style="text-align: center;">X+730</td> <td style="text-align: center;">20%</td> </tr> </tbody> </table>		<b>Revised</b>	<b>Original</b>	KD1	X+15	Nil	KD2	X+105	20%	KD3	X+135	10%	KD4	X+225	15%	KD5	X+285	25%	KD6	X+300	10%	KD7	X+730	20%
	<b>Revised</b>	<b>Original</b>																									
KD1	X+15	Nil																									
KD2	X+105	20%																									
KD3	X+135	10%																									
KD4	X+225	15%																									
KD5	X+285	25%																									
KD6	X+300	10%																									
KD7	X+730	20%																									

		<p>report</p> <p>KD7 Completion of Services X+730</p>	<p>Payment for KD7 will be made as below:</p> <p>According to the progress of bidding process of the different projects, payment shall be made on a pro-rate basis per project. In case no project takes off , 50% of the payment of KD7 (i.e. 10% of the consultancy charges) shall be made within the stipulated time.</p>
4.	Section 3, Item 5.7.1 Eligible Assignments, Page no.16	<p>Consultancy assignments for Development of tourism and travel projects</p> <p>We understand that the eligibility criteria includes projects related to preparation of Development Plan of Tourism Project without its implementation also . Please confirm.</p>	Yes
5.	Section 1, item no.2, page No, 3	<p>The EMD in the form of deposits at call receipt of any Nationalized Banking favour of Director(Tourism) payable at Port Blair should be submitted by the applicants except those who are registered with the Central Purchase Organization , National Small Industries Corporation(NSIC) or the concerned Ministry of Department. We understand that any Consultant who are registered or empanelled with the concerned Ministry of Department including Ministry of Tourism does not need to deposit EMD of Rs 25,000/-. Please Confirm</p>	EMD shall be payable by all bidders without any exception.
6.	Section 2, Item no 5, scope of work 2.1,page 8.	<p>Survey the identified site:</p> <p>a) We understand that the survey is related to the site reconnaissance survey only and the Base Map of Viper Island with demarcation of identified locations/sites for development of tourism will be given to the client at the beginning of the project</p> <p style="text-align: center;"><b>Or</b></p> <p>i.)The Consultant needs to carry out the total station survey for the total area of 31.94 ha ? Please confirm.</p> <p>ii).Please provide the details of any other information related to Viper Island available with your department.</p>	<p>The base map for the viper islands with demarcation of identified site shall not be provided by the Administration to the developer rather consultant has to carry out the survey of the entire island. The entire viper islands has been assigned for this project except 2 hectare of land which has been earmarked for development of Marina</p> <p>Consultant has to carry out total station survey.</p> <p>Topo sheets are available in the following scale</p> <p>a) 1:25,000 scale b)1: 50,000</p>

		<p>b) Carry out site analysis with regard to:</p> <ul style="list-style-type: none"> <li>i) Soil Characteristics</li> <li>ii) Water availability and quality and</li> <li>iii) Wave conditions and marine life etc</li> </ul> <p>Please specify the above analysis will be carried out on basis of secondary data only or the Consultant needs to do primary survey for the above items?</p> <p>c) We understand that for preparation of Infrastructure Development Plan for services like power, water, sewerage and drainage etc there will be requirement of the following additional experts in the team:</p> <ul style="list-style-type: none"> <li>i) Infrastructure Expert(Water, Sewerage, Drainage Solid Waste management)</li> <li>ii) Power and Telecommunication Expert. Pl suggests.</li> </ul> <p>d) “The Feasibility Report should incorporate specification and features”. Please elaborate the details required in specification and features?</p>	<p>Primary survey to be done for b(i), (ii) and (iii). However IV limits and wave height notifications are available.</p> <p>Consultant to decide about team composition. Only key personnel are mandatory.</p> <p>Specifications and features required for cost estimation will have to be incorporated.</p>
7.	Section 2, item no. 5,3,2, page no. 9	<p>“the report of the proposed Tourism hub incorporating concept plan, site analysis/survey report”</p> <p>Please specify the types of primary survey to be carried out by the Consultant?</p>	Please see the reply to query 6.
8.	Section 2, item no. 5, 3,2, page no 10	<p>The detailed Master plan will include land use, architecture and design</p> <p>Please specify, whether the Consultant has to provide architectural and engineering design of all projects including building and infrastructure? If yes, please provide the detailed scope of work of architectural and engineering work including the scales.</p>	Detailed Architectural and Engineering design for all projects not necessary. This will be provided by the selected PPP partners.
9.	Notice Inviting Proposals – point 1	<p>Details of Work mentioned: “Assisting Tourism Dept. (A &amp; N Islands) to develop the Project from, project conceptualization stage till selection of one or more private</p>	

		sector developers” and in the objective in the scope of work it is mentioned as: “Prepare a Master Plan, Layout Plan, Infrastructure Development Plan and Techno economic feasibility report of shortlisted projects for development of Viper Island”. Pls clarify whether the project advisor’s appointment is till the stage of Techno economic feasibility report completion or till the stage of appointment of private operator.	Till the appointment of private operator
10.	Point 4 – Other services	What does “clarifications as may be required for proper legal appraisal” mean? Kindly clarify. Till what stage the Consultants should assist the Authority during the Bid Management Services? Is it till selection of the developer and signing of the concession Agreement or is it till the developer achieves the financial closure of the projects. Is assisting Transaction/ legal advisor comes under scope of work of Project Development Advisor; if yes, what all assistance is required, pls specify. What shall be the time frame in case appointment of Transaction/legal advisor happens after 24 months of appointment of Project Development Advisor (in the current RFP, it is mentioned that the timeframe for completion of project development advisor’s activities is 24 months)?	“clarifications as may be required for proper legal appraisal” stands deleted.. As specified in the SCOPE OF WORK in clause 4 under the heading <b>OTHER SERVICES</b> consultant shall assist the authority during the bid management process till selection of the developer Yes as specified in clause 4 of <b>SCOPE OF WORK</b> of RFP documents with the heading <b>OTHER SERVICES</b> Payment schedule as specified in sl.no.3
11.	Point 6 – List of Deliverables , Timelines and Payment Schedule	What “Infrastructure Development Report” shall contain? Pls clarify	As specified in para 3.5 of <b>SCOPE OF WORK</b> of RFP document.
12	General	The suggestion is to combine the two activities of: 1. Project Development Advisory 2. Transaction Advisory	Not agreed.
13	APPENDIX - B: Key Deliverables, Work Plan And Payment Schedule:	We request you to include a mobilization advance of 10% of the project value, as the assignment requires temporary office to be set up at Port Blair.	Not agreed.
14.	APPENDIX – A:	Please indicate the time frame for Bid Process Management during which the Project Development Authority services required for Bid Process Management.	X+ 730 days
15.	APPENDIX – A:	APPENDIX-A Scope of Work under Section 04: Other services, it has been mentioned that: The Project Development Advisor shall assist the Authority in preparation of the bid documents by providing inputs as and when required. What level of inputs would be required in preparation of bid documents? Is the Project Development Advisor, responsible for preparation of Bid Documents, in which case the scope	Project Development is not responsible for preparing bid documents.

		of Transaction Advisor/ Legal Advisor shall form part of scope of the Project Development Advisor?	
16			Although two activities of: Project Development Advisory and Transaction advisory has not been combined but a provision is being made were the project development advisor will be allowed to bid for transaction advisory services and he will have to forgo 20% of his consultancy charges assigned under KD7, if he is selected as Transaction advisor. In case he is not selected, payment shall be made as per existing scope of work and payment schedule.
17.			In the scope of work in para 2.1 “Prepare a Master plan including shortlisted activities” shall be substituted by “Prepare a Master plan including land use plan and lay out plan for shortlisted activities”.
18.			In the scope of work para 2.1 following shall be added: “Recommend the options for structuring each project on public private partnership basis”.