

F.No.M-13040/32(2)/2019- IDA-Part (1)

Government of India

NITI Aayog

Natural Resources & Environment Vertical

Sansad Marg, New Delhi- 110001

Dated 17.08.20

CORRIGENDUM

Subject: Engagement of Technical Consultant for Preparation of Feasibility Report for Holistic Development of Package IV (10 islands/sites in Andaman & Nicobar Islands) and Package V (5 islands in Lakshadweep Islands).

1. This corrigendum forms an integral part of the RfP documents.
2. Pursuant to the release of the RfP for selection of Consultant for “Preparation of Feasibility Report for Holistic Development of Package IV (10 islands/sites in Andaman & Nicobar Islands) and Package V (5 islands in Lakshadweep Islands) issued by NITI Aayog on 22nd July, 2020, following are the amendments in the RfP. The deletions in the earlier text of the RfP are indicated as strikethrough and the additions are underlined:

SN	Clause No.	Provisions in the RfP	
Notice Inviting Tender			
1.	Last paragraph Notice Inviting Tender	[...] Interested applicants are requested to submit their response to the ‘RfP’ on Central Public Procurement Portal as prescribed and titled as <u>RFP for Preparation of Feasibility Report for Holistic Development of Package IV Islands/Sites in Andaman & Nicobar Islands</u> ” on or before, 7th September <u>17th August</u> , 2020 1100 hrs. [..]	
2.	Notice Inviting Tender	NITI Aayog invites on-line RFP for National Competitive Bidding (NCB) for Package IV Islands/sites in Islands from national international firms/ <u>firms/</u> organisations/ institutions, which have requisite experience in this field as detailed in the RfP. The detail tender notice and RFP can be downloaded from Central Public Procurement Portal at https://eprocure.gov.in/eprocure/app and from the website of NITI Aayog at https://niti.gov.in/tenders .	
Invitation for Proposals			
3.	Glossary (Associate)	Associate As defined in Clause 2.3.3 <u>2.2.3 A</u>	
4.	1.8	Event Description	Date
		Authority response to queries	11 th <u>17th</u> August, 2020

SN	Clause No.	Provisions in the RfP	
	Schedule of Selection Process	Proposal Due Date or PDD	7th September 17th August, 2020
		Opening of Proposals	8th September 18th August, 2020
		Letter of Award (LOA)	14th October 22nd September, 2020
		Signing of Agreement	Within 10 days of LOA
		Validity of Applications	90 days of Proposal Due Date
5.	2.1.1	<p>Detailed description of the objectives, scope of services, Deliverables and other requirements relating to this Consultancy are specified in this RFP. In case an applicant firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process either individually (the “Sole Firm”) or as lead member of a consortium of firms (the “Lead Member”) in response to this invitation. The term applicant (the “Applicant”) means the Sole Firm or the Lead Member, as the case may be, <u>which is a legal entity as per Applicable Laws, who is a company incorporated under the Companies Act, 1956/2013.</u> The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.</p>	
6.	2.1.4 Key Personnel	Team Leader	
		Responsibilities	<u>S/He will lead, co-ordinate and supervise the multidisciplinary team for preparation of the Feasibility Report and act as a focal point to the Authority throughout the duration of the Consultancy. S/He shall spend at least 30 (thirty) days at the Project site/Project Office. [...]</u>
		Project Manager/Urban Planner	
		Responsibilities	<u>S/He will be responsible for assessment of project structuring models. S/He shall spend at least 20 (twenty) days at the Project site/Project Office. [...]</u>
		Economic & Financial Expert	
Responsibilities	<u>S/He shall spend at least 20 (twenty) days at the Project site/Project Office. [...]</u>		

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		Ecological Expert
		Responsibilities S/He shall spend at least 40 (forty) days at the Project site/ <u>Project Office</u> .
		Environmental Expert
		Responsibilities S/He shall be responsible for Environmental Impact Assessment of the Project. S/He shall spend at least [40 (forty)] days at the Project site/ <u>Project Office</u> . [...]
7.	Clause 2.2.2 (A) Technical Capacity Conditions of Eligibility of Applicants	2.2.2 To be eligible for evaluation of its Proposal, the Applicant shall fulfil the following: (A) Technical Capacity: The Applicant shall have, over the past 5 (five) <u>10 (ten)</u> years preceding the PDD, undertaken a minimum of 5 (five) Eligible Assignments under each category as specified in Clause 3.1.4.
8.	2.2.2 (B) Financial Capacity	(B) Financial Capacity: The Applicant shall have received a minimum income of [Rs.100 (hundred) crore or US \$ 13.2 million]* per annum from professional fees during each of the 3 (three) financial years preceding the Proposal Due Date. For the purpose of evaluation, Applicants having comparatively larger revenues from professional fees shall be given added weightage. For the avoidance of doubt, professional fees hereunder refers to fees received by the Applicant for providing advisory or consultancy services to its clients.
9.	2.2.2(D) (Economic and Financial Expert)	MBA (Finance) <u>or equivalent</u> or Masters in Economics or Chartered Accountant.
10.	Conditions of Eligibility 2.2.3	The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors ^s <u>or its Associates' Statutory Auditors</u> stating its total revenues from professional fees during each of the 3 (three) financial years preceding the PDD and the fee received in respect of each of the Eligible Assignments specified in the Proposal. In the event that the Applicant does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered

* ~~The ratio of Rs. 2 (two) crore to US\$ 1 (one) million may be maintained if the amount in rupees is modified.~~

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

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		Accountants that ordinarily audits the annual accounts of the Applicant.
11.	Conditions of Eligibility <u>2.2.3 A</u>	<p><u>In computing the Technical Capacity and Financial Capacity of the Applicant under clauses 2.2.2, 2.2.3 and 3.1, the Technical Capacity and Financial Capacity of their respective Associates would also be eligible hereunder. Applicant shall also enclose with its Proposal, a certificate from its Statutory Auditor/Company Secretary confirming the relationship of its Associate with the Applicant as per the format at Form- 16 of Appendix-I.</u></p> <p><u>For purposes of this RfP, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant (the “Associate”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.</u></p>
12.	2.3.3 Conflict of Interest	<p>For purposes of this RFP, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant (the “Associate”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.</p>
13.	2.5 Cost of Proposal	The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Authority, Project site, <u>Project Office</u> etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.
14.	Clause 2.6 Site visit and verification of information	<p>2.6 Site visit and verification of information</p> <p>Applicants are encouraged to submit their respective Proposals after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, access to the site, availability of drawings and other data with the Authority,</p>

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		applicable laws and regulations or any other matter considered relevant by them. Visits shall be organised for the benefit of prospective Applicants on dates, time and venue as specified in Clause 1.9. Reference may be made to Clause 1.9 in this regard.
15.	2.9 (3) Contents of the RfP	3 Guidance Note on Conflict of Interest Appendices Appendix-I: Technical Proposal Form-1: Letter of Proposal . . . <u>Form 16: Certificate Regarding Associates</u>
16.	2.22.1 Evaluation of Proposals	The Authority shall open the Proposals at <u>1500</u> [1130] hours on 18th August 4 th September, 2020, at the place specified in Clause 1.11.1 and in the presence of the Applicants who choose to attend. The “Technical Proposal” shall be opened first. The “Financial Proposal” shall be opened at a later date
17.	3.1.4. Eligible Assignments	3.1.4. Eligible Assignments For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, advisory/ consultancy assignments, for the following projects shall be deemed as eligible assignments (the “ Eligible Assignments ”): (i) Experience of undertaking projects in India and/or abroad involving creation of holistic vision and integrated master plans related to maritime/island/coastal/riverine/tourism/city development ecosystem including review and assessment of carrying capacity to facilitate sustainable development with each project involving a minimum area of twenty five (25) sq km. with capital costs more than Rs. 500 Crore each. Relevance of the projects to the assignment, size, Capital Cost and nature of the projects i.e. of comparable size, complexity and technical specialty.; AND OR (ii) Projects which involve undertaking techno-economic feasibility, project structuring on PPP basis and development of implementation and marketing plans. In case one project does not cover all the functional elements mentioned under this criterion, Applicants may submit details of one eligible project covering part of each such functional elements for this purpose with capital costs more than Rs. 500 Crore each. Relevance of the projects to the

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		<p>assignment, size, Capital Cost and nature of the projects i.e. of comparable size, complexity and technical specialty; AND-OR</p> <p>(iii) Experience of undertaking projects which involves undertaking ecological/environmental/social assessments of projects related to maritime/island/coastal/riverine/tourism/city development ecosystem involving a minimum area of twenty-five (25) sq km with capital costs more than Rs. 500 Crore each. Relevance of the projects to the assignment, size, Capital Cost and nature of the projects i.e. of comparable size, complexity and technical specialty.</p> <p>Provided that the projects/assignments completed up to 80 percent or more shall only be considered for evaluation. However, the marks awarded for such projects shall only be up to 80 percent of the maximum marks. The Applicant shall provide the proof that the project is completed up to 80 per cent through copy of invoice or payment received till date or through certificate from the respective client <u>for physical completion.</u></p> <p>Provided that the Applicant firm claiming credit for an Eligible Assignment shall have, prior to PDD, received professional fees of at least Rs. 50 (fifty) lakh for such assignment, and where credit is being claimed by a Key Personnel, she/he should have completed the relevant assignment prior to PDD.</p> <p>Provided further that if the Applicant firm is taking credit for an Eligible Assignment which was undertaken for a private sector entity, such assignment shall have been completed prior to PDD and the Applicant shall have received professional fees of at least Rs. 1 (one) crore.</p>
18.	12.3.3(c) Conflict of Interest	such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate <u>or has provided any such subsidy, grant, to any other Applicant, its Member or any Associate thereof;</u> or
Schedule I: Terms of Reference (ToR)		
19.	3.4.5 Broad/Indicative Detailed Project Reports (DPRs)	<p>A broad/indicative Detailed Project Report, as required for obtaining necessary clearances <u>and for potentially engaging concessionaire</u>, would be prepared by the Consultant for the Identified Projects.</p> <p>Further, all the studies required for identification of the projects and preparation of the necessary project details, technical, financial and managerial would be done by the Consultant.</p>

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20.	6.1 Time and Payment Schedule	The total duration for preparation of the Feasibility Report including all deliverables as indicated in clause 4 and Schedules to the Concession Agreement shall be 9 (nine) months, excluding the time taken by the Authority in providing the requisite documents or in conveying its comments on the Draft Feasibility Reports. The Consultant shall deploy its Key Personnel as per the Deployment of Personnel proposed. Intermittent services will be required beyond the 9th (ninth) month and until the end of 52 (fifty-two) weeks or 2 (two) months after the signing of the Concession Agreement, whichever is earlier. The man-days required for the intermittent services shall be provided by the Consultant as per the Agreement.	
21.	8.1 (a) Consultancy Team (TOR)	Team Leader	
		Job responsibilities	S/He will lead, co-ordinate and supervise the multidisciplinary team for preparation of the Feasibility Report and act as a focal point to the Authority throughout the duration of the Consultancy. S/He shall spend at least 30 (thirty) days at the Project site/Project Office. [...]
		Minimum time required on <u>project site/Project Office.</u>	30 (thirty) days.
22.	8.1 (b) Consultancy Team (TOR)	Project Manager/Urban Planner	
		Job responsibilities	S/He will be responsible for assessment of project structuring models. He shall spend at least 20 (twenty) days at the Project site/Project Office. [...]
		Minimum time required on <u>project site/Project Office.</u>	20 (twenty) days
23.	8.1 (c) Consultancy Team (TOR)	Economic & Financial Expert	
		Educational Qualifications	MBA (Finance) <u>or equivalent</u> or Masters' in Economics or Chartered Accountant.
		Job Responsibilities	S/He shall spend at least 20 (twenty) days at the Project site/Project Office. [...]

SN	Clause No.	Provisions in the RfP	
		Minimum time required on <u>project site/Project Office.</u>	20 (twenty) days
24.	8.1 (d) Consultancy Team (TOR)	Ecological Expert	
		Minimum time required on <u>project site/Project Office.</u>	40 (forty) days
25.	8.1 (e) Consultancy Team (TOR)	Environmental Expert	
		Job responsibilities	[..]S/He shall spend at least [40 (forty)] days at the Project site/ <u>Project Office</u> [...]
		Minimum time required on <u>project site/Project Office.</u>	{40 (forty) days}
26.	8.2 Consultancy Team (TOR)	The Consultant shall establish a Project Office at Port Blair, for efficient and coordinated performance of its Services. All the Key Personnel shall be deployed at this office/ <u>project site</u> during the first 16 (sixteen) weeks as specified in the Manning Schedule forming part of the Agreement. The authorised officials of the Authority may visit the Consultant's Project Office any time during office hours for inspection and interaction with the Consultant's Personnel. It is not expected of the Consultant to carry out the operations from the Head/Home Office. However, <u>S/he</u> may do so for the remaining consultancy services beyond the <u>minimum time required on project site/Project Office.</u> first 16 (sixteen) weeks. [§]	
Schedule-2: Agreement for Preparation of Feasibility Report			
27.	3.5.2 Insurance to be taken out by consultant	The Parties agree that the risks and coverages shall include but not be limited to the following: (a) Third Party liability insurance as required under Applicable Laws, with a minimum coverage of [Rs. 1 (one) crore] [‡] ;	
28.	6.3 Mode of Billing and Payment	10% (ten per cent) of the Agreement Value has been earmarked as Final Payment to be made to the Consultant upon execution of the Concession Agreement. In the event the Concession Agreement does not get executed within 1 (one) year of the Effective Date the	

[§]This Paragraph 8.2 shall not apply if the Agreement Value is less than Rs. 50 (fifty) lakh for the Consultancy.

[‡]This amount may be fixed at 1% (one per cent) of the indicative capital cost of the Project, but subject to a maximum of Rs. 20 (twenty) crore.

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		Final Payment shall not become due to the Consultant, save and except the costs incurred for meeting its reimbursable expenses during the period after expiry of 18 (eighteen) weeks from the Effective Date, including travel costs and personnel costs, at the agreed rates.	
29.	Clause 9.4.2 Arbitration	9.4.2 There shall be a sole arbitrator whose appointment / an Arbitral Tribunal of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.	
Appendices			
30.	Appendix – I Form 5 Financial Capacity of the Applicant	Annual Revenue^{§§} (Rs./US \$ in million) : :	
		<u>§§ The Applicant should provide details of its own Financial Capacity or of an Associate as specified in Clause 2.2.3 A.</u>	
31.	Appendix – I Form 8 Abstract of Eligible Assignments of the Applicant	§ The Applicant should provide details of only those projects that have been undertaken by it under its own name <u>and/or by an Associate specified in Clause 2.2.3 A of Instructions to applicants.</u>	
32.	Appendix - I Form 10 Eligible Assignments of Applicant	4.	Length in km <u>Area of project</u> or other particulars
		<u>11.</u>	<u>Whether credit is being taken for the Eligible Assignment of an Associate (Yes/No)</u>
		12.	Brief description of the Project:
33.	Appendix - I Form 11 Eligible Assignments of Key Personnel	4.	Length in km <u>Area of project</u> or other particulars
34.	Appendix – I Form 12 Curriculum Vitae (CV) of Key Personnel	Notes: [..] 2. The names and chronology of assignments included here should conform to the project-wise details submitted in Form-89 of Appendix-I.	
35.	Appendix-I	Man Days (MD)	

SN	Clause No.	Provisions in the RfP	
	Form 13 (Column 4)	At Project Site/ <u>Project Office</u>	Away from Project Site/ <u>Project Office</u> (specify)
36.	Appendix-I Form-16 Certificate regarding Associates	Insertion applicable as per Annexure 'A' of this corrigendum	
37.	Appendix – II Form-2 Financial Proposal (Item 'F')	SERVICE TAX-GST	
38.	Appendix – VI Payment Schedule (4)	4.Final payment of 10% (ten per cent) shall be released upon completion of Services in their entirety, including submission of the Environmental Impact Assessment Report.	

Appendix - I

Form-16

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

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

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

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

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

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

Name of the audit firm:

Seal of the audit firm:

Date:

(Signature, name and designation of the authorised signatory)

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

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