



RFP for Operation, Maintenance and Management of Water Sports Facilities at Rajiv Gandhi Water Sports Complex (RGWSC), Marina Park, Sri Vijaya Puram.

Andaman & Nicobar Islands Integrated Development Corporation Ltd. (ANIIDCO) invites RFP for Operation, Maintenance and Management of Water Sports Facilities at Rajiv Gandhi Water Sports Complex (RGWSC), Marina Park, Sri Vijaya Puram, A & N Islands. Details of the RFP can be obtained from the website <https://eprocure.andamannicobar.gov.in> and <https://aniidco.and.nic.in>

The last date for submission of RFP is 3.00 pm on 02.12.2025.

ANIIDCO reserves the right to annul the process without assigning any reasons whatsoever.

General Manager (Projects)
F. No. 1-1442/ANIIDCO/2018-19/Vol. V/2508 Date: 07.11.2025

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ANIIDCO Ltd., Sri Vijaya Puram

**ANDAMAN AND NICOBAR ISLANDS
INTEGRATED DEVELOPMENT CORPORATION LIMITED
(ANIIDCO)**

A Government Undertaking

UT Administration
Andaman and Nicobar Islands (ANI)

REQUEST FOR PROPOSAL (RFP)

**Operation, Maintenance and Management
of Water Sports Facilities
at Rajiv Gandhi Water Sports Complex (RGWSC), Marina Park,
Sri Vijaya Puram**

RFP DOCUMENT

F. No. 1-1442/ANIIDCO/2018-19/Vol. V/2508

dated: 07/11/2025

07th November, 2025

**ANIIDCO Ltd.
Vikas Bhawan
PB No.180, Sri Vijaya Puram: 744101
Andaman & Nicobar Islands, India**

Disclaimer

The information contained in this Request for Proposal document (the “RFP”) or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the Andaman & Nicobar Islands Integrated Development Corporation Ltd. (“ANIIDCO”) or any of its employees or advisors, is provided to Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by ANIIDCO to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their bid pursuant to this RFP (the “Bid”). This RFP includes statements, which reflect various assumptions and assessments arrived at by ANIIDCO in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for ANIIDCO, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidders is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. ANIIDCO accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

ANIIDCO, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bidding Process.

ANIIDCO also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

ANIIDCO may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that ANIIDCO is bound to select a Bidder or to appoint the Selected Bidder or Operator, as the case may be, for the Project and ANIIDCO reserves the right to reject all or any of the Bidders or Bids without assigning any reason

whatsoever. ANIIDCO reserves all the rights to cancel, terminate, change, or modify this procurement process and/or requirements of bidding stated in the RFP, at any time without assigning any reason or providing any notice and without accepting any liability for the same.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by ANIIDCO or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and ANIIDCO shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

Glossary

<i>A&N Administration</i>	<i>UT Administration of Andaman and Nicobar Islands</i>
<i>Agreement or Rent Agreement</i>	<i>As defined in Clause 1.1.3</i>
<i>ANIIDCO</i>	<i>Andaman and Nicobar Islands Integrated Development Corporation Limited</i>
<i>Annual Rent</i>	<i>As defined in Clause 1.3.5</i>
<i>Bid</i>	<i>As defined in Disclaimer</i>
<i>Bidding Process</i>	<i>As defined in Clause 1.3.2</i>
<i>Bid Security</i>	<i>As defined in Bid Data Sheet</i>
<i>BoQ</i>	<i>Bill of Quantities</i>
<i>Capex</i>	<i>Capital Expenditure</i>
<i>Conflict of Interest</i>	<i>As defined in Clause 1.4.1 (e)</i>
<i>Consortium</i>	<i>As defined in Clause 1.4.1 (a)</i>
<i>e-tender Portal</i>	<i>As defined in Clause 1.3.1</i>
<i>Financial Bid</i>	<i>As defined in Clause 1.3.2</i>
<i>GoI</i>	<i>Government of India</i>
<i>GST</i>	<i>Goods and Service Tax</i>
<i>Highest Bidder</i>	<i>As defined in Clause 1.3.5</i>
<i>INR, Rs.</i>	<i>Indian Rupee(s)</i>
<i>Jt. Bidding Agreement</i>	<i>As defined in Clause 1.4.2 (d)</i>
<i>Lead Member</i>	<i>As defined in Clause 1.4.2 (c)</i>
<i>LLP</i>	<i>Limited Liability Partnership</i>
<i>LoA</i>	<i>Letter of Award</i>
<i>O&M</i>	<i>Operations and Maintenance</i>
<i>OPEX</i>	<i>Operational Expenditure</i>
<i>Operator</i>	<i>As defined in Clause 1.1.3</i>
<i>PoA</i>	<i>Power of Attorney</i>
<i>Project</i>	<i>As defined in Clause 1.1.3</i>
<i>Project Facility</i>	<i>As defined in Clause 1.1.2</i>
<i>Qualification</i>	<i>As defined in Clause 1.3.2</i>
<i>RFP</i>	<i>As defined in Disclaimer</i>
<i>RoW</i>	<i>Right of Way</i>
<i>Selected Bidder</i>	<i>As defined in Clause 2.3.1</i>
<i>Technical Bid</i>	<i>As defined in Clause 1.3.2</i>
<i>Tie Bidders</i>	<i>As defined in Clause 2.3.2</i>
<i>UT</i>	<i>Union Territory</i>

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

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BID DATA SHEET

<i>Description</i>	<i>Details</i>
Project Name	Operation, Maintenance and Management of Water Sports Facilities at the Rajiv Gandhi Water Sports Complex (RGWSC), Marina Park, Aberdeen, Sri Vijaya Puram
Bidding Process	Single-stage bidding process
Type of Bidding	On-line Mode (https://eprocure.andamannicobar.gov.in)
RFP Document Fee	Nil
Bid Security	INR 5,00,000 (Rupees Five Lakh only)
Bidding Parameter	Annual Rent payable to ANIIDCO
Agreement Period	5 Years
Schedule of Bidding Process	
<i>RFP issue date</i>	07 th November, 2025
<i>RFP Document downloading start date</i>	08 th November, 2025
Bid Due Date	02nd December, 2025; 15:00 Hrs
<i>Opening of Technical Bids</i>	02 nd December, 2025; 15:30 Hrs
<i>Opening of Financial Bids</i>	To be informed to the technically qualified bidders
<i>Letter of Award (LoA)</i>	Within 15 days of opening of Financial bids
<i>Signing of Agreement</i>	To be finalized with Selected Bidder
Address for correspondences/ Nodal Officer	For any clarifications, please write to: aniidco@gmail.com General Manager (Projects) Andaman & Nicobar Islands Integrated Development Corporation Ltd. (ANIIDCO); Vikas Bhawan, Post Box No. 180; Sri Vijaya Puram – 744101; Andaman and Nicobar Islands, Tel No. 03192 – 232098
Validity of Bids	120 (one hundred and twenty) days from the Bid Due Date
Selected Bidder	H1 Bidder
Performance Security	Six month Rent

1 INTRODUCTION

1.1 Background

- 1.1.1 The Department of Tourism, Andaman and Nicobar Administration (the “**A&N Administration**”) has leased out Water Sports Facilities located at the Rajiv Gandhi Water Sports Complex (RGWSC), Marina Park, Sri Vijaya Puram to Andaman and Nicobar Islands Integrated Development Limited (“**ANIIDCO**”) for its operation and maintenance.
- 1.1.2 ANIIDCO, is desirous of handing over the Water Sports Facilities Area including Cafeteria and other space as detailed out in Schedule 1 on as-is-where-is basis (“**Project Facility**”) to a private sector operator for its operation, maintenance and management. The objectives is to:
- a) provide safe, high-quality, and sustainable water sports activities for residents and tourists;
 - b) enhance the tourism potential of Sri Vijaya Puram through professional management of water sports infrastructure;
 - c) ensure financial sustainability of the facilities through efficient operations.
- 1.1.3 Accordingly, ANIIDCO invites bids from experienced and reputed agencies/companies for the operation, maintenance, and management of the Project Facility for a period of five (5) years (“**Project**”). The Selected Bidder (“**Operator**”) shall be responsible for procurement of water sports equipment, execution of required civil/electrical/mechanical works, and undertake operation, maintenance and management of the Project Facility ensuring high standards of user experience, facility upkeep, and compliance with Applicable Laws, Good Industry Practice and in accordance with the provisions of the rent agreement (the “**Rent Agreement**” or “**Agreement**”) to be entered into between the Operator and ANIIDCO in the form provided as part of the RFP Documents pursuant hereto.
- 1.1.4 ANIIDCO shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP, and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in “**Bid Data Sheet**” for submission of Bids.

1.2 Scope of Work

- 1.2.1 The Operator shall be responsible for:

Procurement, Operation & Maintenance of Water Sports Equipment

- a) Procurement, operation and maintenance of water sports equipment as per the Andaman & Nicobar Islands Water Sports Guidelines including deployment of certified & trained manpower.

Repair, maintenance & operation of cafeteria & other building & open spaces

- (a) Repair, maintenance & operation of Project Facility i.e. cafeteria, ticketing counter, storage sheds and open spaces, etc. as per Schedule I of the RFP.

The operator shall be permitted to use the building/shed consisting of store room no. 2, kayak shed (after leaving passage), ticketing counter 1, fuel store room, cafeteria, new ticket counter (1 & 2) and Open area 1 for storage of equipment and safe water sports area as per the description of project facility and sketch map enclosed as Schedule I & IA. The Operator shall be authorized to use the facilities such as internal roads and allowed entry into the water sports equipment premises at all times subject to the general control of the ANIIDCO/A&N Administration. The operator shall be allowed to introduce new water sports equipment at the cost of the operator. All the operating expenses, cost of spare parts, maintenance charges, annual maintenance charges, utility charges, taxes and cesses, etc. shall be borne by the operator. Any other operator can also operate water sport & equipment from the complex and the operator shall not have exclusive right. The operator shall allow access to the general public visiting water sports complex. No permanent/semi permanent structure can be provided without permission and a passage to general public to be made available at all times. The operator shall be free to decide user charges for operation of water sports equipment.

1.3 Brief Description of the Bidding Process

- 1.3.1 The RFP Documents is available on the e-tendering website <https://eprocure.andamannicobar.gov.in> (the “**e-tender portal**”) and may be downloaded by the interested Bidders. The aforesaid documents and any addendum/corrigendum issued subsequent to this RFP shall be deemed to form part of the Bidding Documents.
- 1.3.2 ANIIDCO has adopted a single-stage bidding process (collectively referred to as the “**Bidding Process**”) for selection of the Bidder for award of the Project. The first part (the “**Technical Bid**”) of the process involves Qualification (the “**Qualification**”) of interested parties / consortia who submit a Bid in accordance with the provisions of this RFP. The second part of the process involves the financial proposals (the “**Financial Bid**”) of the Bidders qualified in the Technical Bid.
- 1.3.3 The Technical Bids of the Bidders would be evaluated and only those Bidders that are technically qualified shall be eligible for opening and evaluation of their Financial Bids.
- 1.3.4 Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such site visits/ studies as may be required for submitting their respective Bids for award of the Project including implementation thereof.
- 1.3.5 Bids are invited for the annual rent (the “**Annual Rent**”) offered by the Bidder to ANIIDCO for award of the Project. The Annual Rent shall constitute the sole criteria for evaluation of Bids and the Project shall be awarded to the Bidder quoting the highest Annual Rent (“**Highest Bidder**”).
 - a) The Annual Rent shall be exclusive of GST and all other taxes. The GST and all other taxes, if any shall be paid by the Selected Bidder;
 - b) The First Annual Rent offered by the Selected Bidder should be paid on or before 7 (seven) days prior to the Execution Date of the Agreement;

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- c) The Annual Rent shall be payable from the Execution Date till the end of the Contract Period. The Annual Rent shall be payable every year in advance on or before 30 (thirty) days prior to the start of every Financial Year.
 - d) The Annual Rent shall be increased by 5% (five percent) every year over the previous year's Rent on compound basis;
 - e) Selected bidder shall not be entitled to seek any reduction of Annual Rent, claim, damages, compensation or any other consideration on account of any reason except the Force majeure clause as applicable.

1.3.6 The Technical Qualified Bidder whose Financial Bid is determined to be highest and responsive shall be considered as the Selected Bidder.

1.3.7 The Selected Bidder (Operator) shall be allowed to demand, collect and appropriate revenue from the Project Facility, during the Agreement Period at prevailing market rates in accordance with Applicable Laws, Good Industry Practice and more particularly, in accordance with the terms set out under the Agreement.

1.3.8 Interested Bidders are invited to submit their bid in accordance with the terms specified in this RFP.

1.4 Eligibility of Bidders

1.4.1 For determining the eligibility of Bidders for submission of Bids hereunder, the following shall apply:

- a) The Bidder may be a single entity, or a group of entities ("**Consortium**"), coming together to implement the Project. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be a member of another Bidder. The term Bidder used herein would apply to both a single entity and a Consortium;
- b) A Bidder may be a natural person, private entity, government-owned entity, or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium;
- c) For Bidders from a country which shares a land border with India, the Order (Public Procurement No.4) issued by Procurement Policy Division (PPD), Department of Expenditure vide OM No. F.7/10/2021-PPD (1) dated 23.02.2023, as amended from time to time, shall apply;
- d) The Bidder shall be legally competent to enter into an Agreement as per prevailing Indian law;
- e) A Bidder shall not have a conflict of interest (the "**Conflict of Interest**") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, ANIIDCO shall be entitled to forfeit and appropriate the Bid Security or the Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by ANIIDCO;
- f) The bidder should not be black listed for corrupt or fraudulent practices or any other reason by ANIIDCO and or any UT or Central Government Department/ Agencies/ Ministries. The Bidder shall give an undertaking to this effect on Stamp Paper.

1.4.2 In case the Bidder is a Consortium, it shall, comply with the following additional requirements:

- a) Number of members in a Consortium shall not exceed 3 (three) including Lead Member;
- b) the Bid should include a brief description of the roles and responsibilities of individual Members, particularly with reference to financial, technical and operation & maintenance obligations;
- c) Members of the Consortium shall nominate one Member as the lead member (“**Lead Member**”). The nomination(s) shall be supported by a Power of Attorney, as per the format at Form-4: Annexure-I, signed by all the other members of the Consortium;
 - i. The Lead Member shall be responsible for discharging all responsibilities related to the Bidding Process;
 - ii. The Lead Member should confirm unconditional acceptance of full responsibility for executing the Project and meeting of all obligations of this RFP.
- d) members of the Consortium shall have entered into a binding Joint Bidding Agreement, substantially in the form specified at Form-5: Annexure-I (the “**Joint Bidding Agreement**”), for the purpose of submitting a Bid.

1.4.3 To be eligible for this RFP, a Bidder shall fulfil eligibility conditions as specified below:

- a) Technical Capacity:
The Bidder must have minimum 3 years of experience in managing water sports facilities with proven track record in procurement and maintenance of water sports equipment;
Note: The following activities shall be considered towards experience of operation of Water Sports activities: boating, water scooter, kayaking, canoeing, snorkelling, parasailing, water skiing, jet ski, Zip line, scuba diving, etc.
- b) Financial Capacity
The Bidder must have average annual turnover of Rs. 1.00 Crore (Rupees One Crore) in the last three (3) Financial Years, immediately preceding the Bid Due Date from the business of hospitality/water sports.

1.5 Change in composition of the Consortium

1.5.1 Where the Bidder is a Consortium, a change in composition of the Consortium may be permitted, only where:

- a) the Lead Member continues to be the Lead Member of the Consortium;
- b) the substitute is at least equal, in terms of Technical Capacity or Financial Capacity, to the Consortium Member who is sought to be substituted and the modified Consortium shall continue to meet the eligibility criteria for Bidders; and
- c) the new Member(s) expressly adopt(s) the Bid already made on behalf of the Consortium as if it were a party to it originally, and is not a Bidder Member of any other Consortium bidding for this Project.

1.5.2 Approval for change in the composition of a Consortium shall be at the sole discretion of ANIIDCO and must be approved in writing. The option of change in composition of the Consortium which is available under Clause 1.5.1 may be

exercised by any Bidder who is either a Consortium or a single entity. In the case of a single entity, adding a Consortium Member may be permitted subject to the single entity Bidder shall be the Lead Member of the Consortium.

1.6 Number of Bids

- 1.6.1 No Bidder shall submit more than one Bid for the Project.

1.7 Cost of Bid

- 1.7.1 The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and participation in the Bidding Process. ANIIDCO shall not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

1.8 Site Visit and Due Diligence

- 1.8.1 Bidders are encouraged to submit their respective Bids after visiting the Project Facility and ascertaining for themselves the site conditions, infrastructure, location, surroundings, climate, availability of power, water and other utilities, access to site, handling and storage of materials, Applicable Laws, and any other matter considered relevant by them.

1.9 Acknowledgement by Bidder

- 1.9.1 It shall be deemed that by submitting the Bid, the Bidder has:
- made a complete and careful examination of the RFP Document;
 - received all relevant information requested from ANIIDCO;
 - acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP Document or furnished by or on behalf of ANIIDCO or relating to any of the matters referred to in Clause 1.8 above;
 - acknowledged that it does not have a Conflict of Interest; and
 - agreed to be bound by the undertaking provided by it under and in terms hereof.
- 1.9.2 ANIIDCO shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, or the Bidding Process, including any error or mistake therein or in any information or data given by ANIIDCO.

1.10 Right to Accept and Reject any or all Bids

- 1.10.1 Notwithstanding anything contained in this RFP, ANIIDCO reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that ANIIDCO rejects or annuls all the Bids, it may, in its discretion, invite fresh bids hereunder.
- 1.10.2 ANIIDCO reserves the right to reject any Bid if:
- at any time, a material misrepresentation is made or discovered, or
 - the Bidder does not provide, within the time specified by ANIIDCO, the supplemental information sought by ANIIDCO for evaluation of the Bid.
- Such mis-representation/improper response by the Bidder may lead to the disqualification of the Bidder.

- 1.10.3 ANIIDCO reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP. Any such verification or lack of such verification by ANIIDCO shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of ANIIDCO thereunder.

1.11 Amendment of RFP

- 1.11.1 At any time prior to the Bid Due Date, ANIIDCO may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda or Corrigendum. Any Addendum or Corrigendum thus issued by ANIIDCO shall form part of the original RFP Document.

1.12 Language

- 1.12.1 The Bid with all accompanying documents and all communications in relation to or concerning the Bidding Process shall be in English language.

1.13 Submission of Bids

- 1.13.1 The Bidder shall provide all the information sought under this RFP. ANIIDCO would evaluate only those Bids that are received in the specified forms and complete in all respects. Incomplete and/or conditional Bids shall be liable to rejection. It shall be digitally signed by the Authorised Signatory of the Bidder. The documents comprising the Bids shall be serially numbered.
- 1.13.2 The Bid shall be submitted on the document downloaded from e-tender portal. The Bidder shall be responsible for its accuracy and correctness as per the version uploaded by ANIIDCO and shall ensure that there are no changes caused in the content of the downloaded document.
- 1.13.3 The Bidder shall submit the Technical Bid through e-tender (e-procurement) portal <https://eprocure.andamannicobar.gov.in> along with supporting documents as appropriate.

<i>Format</i>	<i>Description</i>	<i>Documents Required</i>
Form 1	Letter comprising the Technical Bid	a. <i>Scanned Copy of Bid Security</i>
Form 2	Particulars of the Bidder	a. <i>Organisational detail;</i> b. <i>Documents certifying Bidder's legal status - Certificate of Incorporation, AoA & MoA in case of Company or other Registration Certificate as applicable based on the type of legal entity;</i> c. <i>PAN and GST Certificate;</i> <i>(in case of Consortium details of all the Members)</i> d. <i>License/ Registration to operate water sports equipment</i>
Form 3	Power of Attorney (PoA) for Authorised Representative for signing the Bid	a. <i>To be certified by a notary public</i> b. <i>copy of appropriate resolution certified by Company Secretary conveying such authority in lieu of the Power of</i>

<i>Format</i>	<i>Description</i>	<i>Documents Required</i>
		<i>Attorney;</i>
Form 4	Power of Attorney (PoA) for Lead Member of the Consortium	a. <i>To be certified by a notary public</i> b. <i>Board Resolution</i>
Form 5	Joint Bidding Agreement	a. <i>Board Resolution</i> b. <i>Copy of the Joint Bidding Agreement</i>
Form 6	Financial Capacity of the Bidder	a. <i>Certificate from Statutory Auditor regarding Annual Turnover for the last three FYs as on Bid Due Date;</i> b. <i>Please attach IT Return Certificates, Audited and Certified Financial Statements for last three (3) FYs preceding Bid Due Date;</i> <i>(in case of Consortium details of all the Members)</i>
Form 7	Details of Similar Experiences	<i>Experience in last three years in similar line of business duly certified by CA</i>
Form 8	Bank Guarantee	<i>Format for Bank Guarantee</i>

1.13.4 The Financial Bid shall be submitted as per the BoQ Format uploaded in the e-tender portal, clearly indicating the bid amount, in both figures and words, in Indian Rupees. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.

1.13.5 The Bidder shall submit the original copy of the following documents physically before opening of Technical Bid:

- a) Power of Attorney (PoA) for signing the Bid, if applicable;
- b) Power of Attorney for Lead Member of Consortium, if applicable;;
- c) Joint Bidding Agreement, in case of a Consortium; and
- d) Original Bid Security

1.13.6 The documents listed at Clause 1.13.5 shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification “*RFP for Operation, Maintenance and Management of Water Sports Facilities at the Rajiv Gandhi Water Sports Complex (RGWSC), Marina Park, Sri Vijaya Puram*” and shall clearly indicate the name and address of the Bidder. The envelope shall be addressed to the General Manager (Projects), ANIIDCO, Vikas Bhawan, Sri Vijaya Puram, A & N Islands, 744101 and shall be submitted at the address as stipulated under Bid Data Sheet.

1.14 Bid Due Date

1.14.1 Bid should be submitted before the Bid Due Date specified in Bid Data Sheet in the manner and form as detailed in this RFP Document. ANIIDCO may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 1.11 uniformly for all Bidders.

1.14.2 ANIIDCO shall not be responsible for any non-receipt/non submission of any bid owing to any technical issue at e-tender Portal. The Bidders are requested to make online submission well in advance.

1.15 Modification/ substitution/ withdrawal of Bids

- 1.15.1 The Bidder may modify, substitute or withdraw its Bid after submission prior to the Bid Due Date. No Bid can be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.

1.16 Bid Security

- 1.16.1 The Bidder shall furnish as part of its Bid, a bid security of Rs. 5,00,000 (Rupees Five Lakh only), in the form of a Bank Guarantee issued by a Nationalized or a Scheduled Bank in India, in favour of ANIIDCO in the format at Annexure-I: Form 8 (the “**Bid Security**”) and having a validity period not less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (Sixty) days. Any Bid not accompanied by the Bid Security shall be summarily rejected as non-responsive.
- 1.16.2 Save and except as provided in Clauses above, the Bid Security of unsuccessful Bidders shall be returned, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by ANIIDCO. Bid security of the Selected Bidder shall be returned on receipt of the Performance Security.
- 1.16.3 ANIIDCO shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified below:
- a) If an Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;
 - b) if the Bidder is found to have a Conflict of Interest as specified in Clause 1.4.1;
 - c) If an Bidder withdraws its Bid during the period of Bid validity as specified in this RFP;
 - d) In the case of Selected Bidder, if it fails within the specified time limit
 - i. to sign and return the duplicate copy of LoA; or
 - ii. to sign the Rent Agreement; or
 - iii. to furnish the Performance Security within the period prescribed therefore in the Rent Agreement.

2 EVALUATION PROCESS**2.1 Opening of Technical Bids**

- 2.1.1 ANIIDCO shall open the Technical Bids at the time, date and the place specified in Bid Data Sheet, in the presence of the Bidders’ representatives who choose to attend the same.
- 2.1.2 Prior to evaluation of Bids, ANIIDCO shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive if:
- a) The Technical Bid is received online as per the format at Annexure-I;
 - b) it is accompanied by the Power of Attorney for Authorized Signatory;

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- c) The Technical Bid is accompanied by the Power of Attorney for Lead Member of the Consortium and the Jt. Bidding Agreement, specific to the Project (in the case of a Consortium);
 - d) it is accompanied with Bid Security as specified in RFP;
 - e) it does not contain any condition or qualification; and
 - f) it is not non-responsive in terms hereof.
- 2.1.3 ANIIDCO reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the ANIIDCO in respect of such Bid.
Provided, however, that ANIIDCO may, in its discretion, allow the Bidder to rectify any infirmities or omissions if the same do not constitute a material modification of the Bid.
- 2.1.4 To facilitate evaluation of Bids, ANIIDCO may, at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by ANIIDCO for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 2.1.5 ANIIDCO reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any Bid without assigning any reasons. ANIIDCO's decision regarding this shall be final and binding on the Bidders.
- 2.2 Opening of Financial Bids**
- 2.2.1 ANIIDCO shall inform the date and time of opening of the Financial Bids to the Technically Qualified Bidders. Financial Bids shall be opened online, in the presence of Bidders' representatives who choose to attend the Financial Bid opening on such date and time which shall be communicated to the Technically Qualified Bidders. ANIIDCO shall prepare a record of opening of Financial Bids. The name of Bidder, Bid rates, etc. will be announced at such opening.
- 2.2.2 In the event that ANIIDCO rejects or annuls all the Bids, it may, in its discretion, invite all Technically Qualified Bidders to submit fresh Bids hereunder or invite fresh bids.
- 2.3 Selected Bidder**
- 2.3.1 ANIIDCO will determine whether the Financial Bids are complete, unqualified and unconditional. The Financial Bids will be evaluated for undertaking the Project on the basis of the Annual Rent to be paid and as quoted by a Bidder as per Clause 1.3.5. The Annual Rent indicated in the Financial Bid shall be deemed as final and the Highest Bidder shall be declared as the Selected Bidder (the "**Selected Bidder**").
- 2.3.2 In the event that two or more Bidders quote the same amount of Annual Rent, as the case may be (the "**Tie Bidders**"), ANIIDCO shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.
- 2.4 Letter of Award**
- 2.4.1 After selection, a Letter of Award (the "**LoA**") shall be issued, in duplicate, to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of

the LoA, sign and return the duplicate copy of the LoA in acknowledgement thereof. In the event the duplicate copy of the LoA duly signed by the Selected Bidder is not received by the stipulated date, ANIIDCO may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as mutually agreed genuine pre-estimated compensation and damages payable to ANIIDCO for, inter alia, time, cost and effort of ANIIDCO on account of failure of the Selected Bidder to acknowledge the LoA, and the next eligible Bidder may be considered.

- 2.4.2 The LoA may be awarded even in the case of a single Technically Qualified Bidder, at the discretion of ANIIDCO.

2.5 Execution of Agreement

- 2.5.1 After acknowledgement of the LoA as aforesaid by the Selected Bidder, it shall execute the Agreement within the period prescribed in Bid Data Sheet. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Agreement.
- 2.5.2 Failure of the Selected Bidder to comply with the requirements of Clause 2.5.1 shall constitute sufficient grounds for the annulment of the LoA, and forfeiture of the Bid Security. In such an event, ANIIDCO reserves the right to take any such measure as may be deemed fit in the sole discretion of ANIIDCO, including annulment of the Bidding Process.

2.6 Confidentiality

- 2.6.1 Information relating to the examination, clarification, evaluation, and recommendation of the Bidders shall not be disclosed to any person who is not officially concerned with the Bidding Process or is not a retained professional adviser advising ANIIDCO in relation to, or matters arising out of, or concerning the Bidding Process.

2.7 Fraud and Corrupt Practices

- 2.7.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, ANIIDCO may reject a bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- 2.7.2 Without prejudice to the rights of ANIIDCO under Clause 2.7.1, if a Bidder is found by ANIIDCO to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Bidder shall not be eligible to participate in any tender or RFP issued by ANIIDCO during a period of 2 (two) years from the date such Bidder is found by ANIIDCO to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

2.8 Proprietary Data

- 2.8.1 All documents and other information supplied by ANIIDCO or submitted by a Bidder to ANIIDCO shall remain or become the property of ANIIDCO. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. ANIIDCO will not return any Bid or any information provided along therewith.

2.9 Other Conditions

- 2.9.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Sri Vijaya Puram in which ANIIDCO has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.
- 2.9.2 ANIIDCO, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - b) consult with any Bidder in order to receive clarification or further information;
 - c) pre-qualify or not to pre-qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;
 - d) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
 - e) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 2.9.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases ANIIDCO, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.
- 2.9.4 The Agreement and RFP are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this RFP, in the event of any conflict between them the priority shall be in the following order:
- a) the Agreement;
 - b) the RFP
- i.e. the Agreement at (a) above shall prevail over the RFP at (b) above

General Manager (Projects)

Annexures

Annexure - I

ANNEXURE - I
Letter comprising the Technical Bid
(On Bidder's letter head)

Dated:

To

**The Managing Director,
Andaman and Nicobar Islands Integrated Development Corporation Ltd.
(ANIIDCO Ltd)
Vikas Bhawan, PB No. 180,
Sri Vijaya Puram, Andaman and Nicobar Islands- 744101**

Sub: RFP for Operation & Maintenance and Management of Water Sports Facilities located at the Rajiv Gandhi Water Sports Complex (RGWSC), Marina Park, Sri Vijaya Puram ("Project")

With reference to your RFP dated _____, I/we, having examined the RFP Documents and understood their contents, hereby submit our Bid for the aforesaid Project.

2. I/ We acknowledge that ANIIDCO will be relying on the information provided in the Bid and the documents accompanying such Bid for selection of the Operator for the aforesaid Project, and we certify that all information provided in the Bid is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
3. I/We shall make available to ANIIDCO any additional information it may find necessary or require to supplement or authenticate the Bid.
4. I/We acknowledge the right of ANIIDCO to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I/We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to bid for the Project, without incurring any liability to the Bidders.
6. I/ We certify that in the last 3 (three) years, I/we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/We declare that:
 - a. I/We have examined and have no reservations to the RFP Document, including any Addendum issued by ANIIDCO; and
 - b. I/We do not have any Conflict of Interest as defined in the RFP; and
 - c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender or request for proposal issued by any public sector enterprise or any government or concerning any agreement entered into with the authority or any other public sector enterprise or any government, Central or State; and

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- d. I/We hereby certify that I/We have taken steps to ensure that, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice;
8. I/We believe that I/we satisfy the eligibility criteria and meet all the requirements as specified in the RFP Document and are/ is qualified to submit a Bid.
9. I/We certify that in regard to matters other than security and integrity of the country, I/We certify that I/we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
10. I/We certify that in regard to matters other than security and integrity of the country, I/we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
11. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into an Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
12. I/We have studied the RFP Document carefully and also surveyed the Project Facility. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by ANIIDCO or in respect of any matter arising out of or relating to the Bidding Process including the award of Project.
13. I/We agree and undertake to abide by all the terms and conditions of the RFP document.
14. I/We herewith submit a Bid Security of Rs. _____ (Rupees _____ only) to ANIIDCO in accordance with the RFP Document through Bank Guarantee No. _____ Date _____ issued by _____
15. The Annual Rent has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, our own estimates of costs and revenue realisation and after a careful assessment of the Project Facility and all the conditions that may affect the Bid.
16. I/We agree and understand that the Bid is subject to the provisions of the RFP Document. In no case, I/we shall have any claim or right of whatsoever nature if the Project is not awarded to us or our Bid is not opened.
17. I/We confirm that the bid shall remain valid for a period of (one hundred and twenty) days from the Bid Due Date.
18. The Bid is unconditional and unqualified.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature of the Authorised signatory)

(Name and designation of the of the Authorised signatory)

Name and seal of Bidder

Date:

Place:

ANNEXURE - I
Particulars of the Bidder

1.	Name of the Bidder	
2.	Legal status (please tick)	Sole Proprietorship/ Company/ Partnership Firm/ Limited Liability Partnership
3.	Date of incorporation and/ or commencement of business	
4.	Registration No. and Certificate	
5.	Registered Address	
6.	Permanent Account Number (PAN)	<i>(attach copy of PAN)</i>
7.	GST registration certificate	<i>(attach copy of GST & Copy of Trade License)</i>
8.	Trade License (if any)	<i>(attach copy of trade license)</i>
9.	Brief description of the Bidder	<i>Provide a brief on current business</i>
10.	Has the Bidder been barred by the [Central/ State/UT] Government, or any entity controlled by it, from participating in any project?	Yes / No
11.	If the answer to 10 is yes, does the bar subsist as on the Bid Due Date?	Yes / No
12.	Particulars of the Authorised Signatory	Name: Designation: Address: Mobile Number: E-Mail Address:
13.	Supporting documents regarding having license/ registered to operate any type of water sports equipment	
14.	Experience in last three years in similar line of business duly certified by CA	
15.	I/We hereby certify that the information furnished above is full and correct to the best of our knowledge. I/We understand that in case found any deviation in the above statement at any stage, our company/organization can be black-listed and will not have any deal with ANIIDCO in future.	

Please attach:

Copy of Certificate of Incorporation and Memorandum of Association (in case of Company); or Partnership Deed and valid registration certificate with the Registrar of Firms in case of Partnership Firms or LLP; or any other relevant Certificate to claim legal entity of the Bidder;

In case of a Consortium - The information above should be provided for all the Members of the Consortium;

(Signature of the Authorised signatory)

(Name and designation of the of the Authorised signatory)

Name and seal of Bidder

Date:

Place:

ANNEXURE - I
Power of Attorney for signing the Bid

Know all men by these presents, We, _____ (name of the Bidder and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr/Ms _____ son/daughter/wife and presently residing at _____ (Address), who is presently employed with us/ the Lead Member of our Consortium and holding the position of _____ as our true and lawful attorney (hereinafter referred to as the “**Authorised Signatory**”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for **Operation & Maintenance and Management of Water Sports Facilities located at the Rajiv Gandhi Water Sports Complex (RGWSC), Marina Park, Sri Vijaya Puram (“Project”)** proposed or being developed by **Andaman and Nicobar Islands Integrated Development Corporation Ltd. (“ANIIDCO”)** including but not limited to signing and submission of Bid and other documents and writings, participating in Pre-Bid and other conferences and providing information/ responses to ANIIDCO, representing us in all matters before ANIIDCO, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our Bid and generally dealing with ANIIDCO in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us till the entering into of the Agreement with ANIIDCO.

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

IN WITNESS WHEREOF WE, _____ THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____, 2025.

For

(Signature, name, designation and address)

Witnesses:

1.

2.

Notarised

Accepted

.....

(Signature, name, designation and address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure;*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder;*

ANNEXURE-I
Power of Attorney for Lead Member of Consortium

Whereas the **Andaman and Nicobar Islands Integrated Development Corporation Ltd. (“ANIIDCO”)** has invited bids for **Operation & Maintenance and Management of Water Sports Facilities located at the Rajiv Gandhi Water Sports Complex (RGWSC), Marina Park, Sri Vijaya Puram (“Project”)**.

Whereas,

_____,
 _____ and

(collectively the **“Consortium”**) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal (RFP) and other connected documents in respect of the Project, and

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

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, _____ having our registered office at _____, M/s. _____, having our registered office at _____, M/s. _____, having our registered office at _____, [the respective names and addresses of the registered office] (hereinafter collectively referred to as the **“Bidder”**) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s _____, having its registered office at _____, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the **“Attorney”**) and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Project, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all bids and other documents and writings, participate in bidders’ and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with ANIIDCO, and/or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and/ or upon award thereof till the Agreement is entered into with ANIIDCO.

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

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____ 2025.

For	
(Signature, Name & Title)	
For	
(Signature, Name & Title)	
For	
(Signature, Name & Title)	

(To be executed by all the Members of the Consortium)

Accepted Notarized

(Signature, name, designation and address of the Attorney)

Witnesses:

- 1.
- 2.

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure;*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder;*
- *An international Bidder bidding as a member of a Consortium shall ensure that Power of Attorney is legalised/ Apostille by appropriate authority notarised in the jurisdiction where the Power of Attorney is being issued and requirement of Indian Stamp Act is duly fulfilled;*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

ANNEXURE-I**Joint Bidding Agreement for Consortium**

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 2025.

AMONGST

1. {.....} and having its registered office at (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {.....} and having its registered office at (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {.....} and having its registered office at (hereinafter referred to as the “**Third Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)}

The above mentioned parties of the FIRST, SECOND, THIRD PART are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”

WHEREAS,

- A. **The Andaman and Nicobar Islands Integrated Development Corporation Ltd. (ANIIDCO)**, represented by its Managing Director and having its principal office at Vikas Bhawan, PB No. 180, Sri Vijay Puram, Andaman and Nicobar Islands- 744101 (hereinafter referred to as the “**ANIIDCO**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bids (the “**Bid**”) by its Request for Proposal No. dated(the “**RFP**”) for **Operation & Maintenance and Management of Water Sports Facilities located at the Rajiv Gandhi Water Sports Complex (RGWSC), Marina Park, Sri Vijaya Puram (“Project”).**
- B. The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP and other bid documents in respect of the Project, and
- C. It is a necessary condition under the RFP that the members of the Consortium shall enter into a Joint Bidding Agreement (“**Consortium Agreement**”) and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:
1. Definitions and Interpretations

In this Consortium Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

- 2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process for the Project.
- 2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Role of the Parties

- 3.1 The Parties hereby undertake to perform the roles and responsibilities as described below:
 - a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and perform all the obligations under the Agreement of the Operator shall become effective;
 - b) Party of the Second Part shall be {the };
 - c) Party of the Third Part shall be the {the } of the Consortium.

4. Joint and Several Liabilities

- 4.1 The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Agreement.

5. Representation of the Parties

- 5.1 Each Party represents to the other Parties as of the date of this Consortium Agreement that:
 - a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
 - b) The execution, delivery and performance by such Party of this Consortium Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Consortium Agreement for the delegation of power and authority to execute this Consortium Agreement on behalf of the Consortium Member is annexed to this Consortium Agreement, and will not, to the best of its knowledge:
 1. require any consent or approval not already obtained;
 2. violate any Applicable Law presently in effect and having applicability to it;
 3. violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 4. violate any clearance, permit, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage

agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

5. create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

- c) this Consortium Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Consortium Agreement.

6. Termination

- 6.1 This Consortium Agreement shall be effective from the date hereof and shall continue in full force and effect during the Agreement Period and in accordance with the Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not qualified for the Project or does not get selected for award of the Project, the Consortium Agreement will stand terminated in case the Bidder is not selected or upon return of the Bid Security by ANIIDCO to the Bidder, as the case may be.

7. Miscellaneous

- 7.1 This Consortium Agreement shall be governed by laws of India.
- 7.2 The Parties acknowledge and accept that this Consortium Agreement shall not be amended by the Parties without the prior written consent of ANIIDCO.

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

SIGNED, SEALED AND DELIVERED		SIGNED, SEALED AND DELIVERED	
For and on behalf of			
LEAD MEMBER by:		SECOND PART	
(Signature)		(Signature)	
(Name)		(Name)	
(Designation)		(Designation)	
(Address)		(Address)	
SIGNED, SEALED AND DELIVERED		SIGNED, SEALED AND DELIVERED	
For and on behalf of		For and on behalf	
THIRD PART			
(Signature)			
(Name)			
(Designation)			
(Address)			
In the presence of:			
1.			

Notes:

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

ANNEXURE - I
Financial Capacity of Bidder

(On Statutory Auditor's Letterhead)

[In case of Consortium, all Members should provide Annual Turnover Certificate]

I hereby declare that I have scrutinized and audited the financial statement of M/s _____.

	2024-25	2023-24	2022-23
Annual Turnover (Rs Crore)			
Average Annual Turnover (Rs Crore)			

- (a) The Bidder/Consortium Members shall attach copies of the audited and certified Financial statements/ Income Tax Returns and other financial data for the immediately preceding three years for 3 (three) years preceding the Bid Due Date for experience in similar water sports activity.
- (b) The financial capacity must be certified by Statutory Auditor/Chartered Accountant.

(Signature of the Authorised signatory)

(Name and designation of the of the Authorised signatory)

Name and seal of Bidder/Lead Member

Date:

Place:

ANNEXURE - I
Details of Similar Experience

1.	Project Details	
2.	Project Location	
3.	Brief Description of the Project	<i>Please provide a brief on the project/details of the water sports equipment operated</i>
	<i>Date of Commencement</i>	
	<i>Operation Period</i>	
	<i>Current status of the Project</i>	
4.	Address & contact details	
5.	Copy of the license/registration issued for operation of water sports equipment	
6.	Certificate issued by Chartered Accountant regarding experience in similar line of business as per the eligibility criteria	
7.	Water Sports Equipment proposed to be used (type)	

In case of a Consortium, all the Members of the Consortium shall provide the experience of Eligible Projects (as applicable);

(Signature of the Authorised signatory)

(Name and designation of the of the Authorised signatory)

Name and seal of Bidder/Lead Member

Date:

Place:

ANNEXURE - I**Format for Bank Guarantee***{Guarantor letterhead or SWIFT identifier code}*

Guarantor (Bank)	<i>insert Bank's Name, and Address of Issuing Branch or Office</i>
Beneficiary	Andaman and Nicobar Islands Integrated Development Corporation Ltd. (ANIIDCO) Vikas Bhawan, PB No. 180, Sri Vijay Puram Andaman and Nicobar Islands- 744101
Issuance Date	
BG No	

1. We have been informed that _____ *[name of Firm/Company]* (hereinafter called the “**Bidder**”) has applied for the **RFP No.:**/...../2025, **dated:** 2025, for the **Operation & Maintenance and Management of Water Sports Facilities located at the Rajiv Gandhi Water Sports Complex (RGWSC), Marina Park, Sri Vijaya Puram (“Project”)**.
2. Furthermore, we understand that, according to the conditions of the RFP, a Bank Guarantee in the sum of **Rupees** _____ **only (Rs. _____,00,000)** is to be made as Bid Security.
3. At the request of the Bidder, we, hereby unconditionally and irrevocably undertake to pay ANIIDCO an amount of Rupees _____ only (Rs. _____,00,000) hereinafter referred to as the “**Guarantee**”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
4. Any such written demand made by ANIIDCO stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
5. We, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of ANIIDCO is disputed by the Bidder or not, merely on the first demand from ANIIDCO stating that the amount claimed is due to ANIIDCO by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. (Rupees only).
6. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between ANIIDCO and the

Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

7. We, the Bank, further agree that ANIIDCO shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of ANIIDCO that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between ANIIDCO and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.
8. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
9. In order to give full effect to this Guarantee, ANIIDCO shall be entitled to treat the Bank as the principal debtor. ANIIDCO shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to ANIIDCO, and the Bank shall not be released from its liability under these presents by any exercise by ANIIDCO of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of ANIIDCO or any indulgence by ANIIDCO to the said Bidder or by any change in the constitution of ANIIDCO or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
10. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
11. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim. It shall not be necessary for ANIIDCO to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which ANIIDCO may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
12. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of ANIIDCO in writing.

13. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
14. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. (Rupeesonly). The Bank shall be liable to pay the said amount or any part thereof only if ANIIDCO serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [..... (indicate date falling 180 days after the Bid Due Date)].

Signed and Delivered by Bank

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

(Signature of the Authorised Signatory)

ANNEXURE - II
Format for Financial Bid

**Operation & Maintenance and Management of
Water Sports Facilities
located at the
Rajiv Gandhi Water Sports Complex (RGWSC), Marina Park, Sri Vijaya Puram**

Annual Rent	
INR _____	In figures

- a) The Annual Rent shall be exclusive of GST and all other taxes. The GST and all other taxes, if any shall be paid by the Selected Bidder;*
- b) The First Annual Rent offered by the Selected Bidder should be paid on or before 7 (seven) days prior to the Execution Date of the Agreement;*
- c) The Annual Rent shall be payable from the Execution Date till the end of the Contract Period. The Annual Rent shall be payable every year in advance on or before 30 (thirty) days prior to the start of every Financial Year.*
- d) The Annual Rent shall be increased by 5% (five percent) every year over the previous year's Rent on compound basis;*
- e) Operator shall not be entitled to seek any reduction of Annual Rent, claim, damages, compensation or any other consideration on account of any reason except the Force majeure clause as applicable.*

(Signature of the Authorised signatory)

(Name and designation of the of the Authorised signatory)

Name and seal of Bidder

Date:

Place:

The Rent Agreement

RENT AGREEMENT

This Agreement is made at Sri Vijaya Puram on this day of 2025

by and between

Andaman & Nicobar Islands integrated Development Corporation Limited (ANIIDCO), represented by the Managing Director with its principal office at Vikas Bhawan, Sri Vijaya Puram, Andaman & Nicobar Islands, India (hereinafter referred to as the “**ANIIDCO**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and permitted assigns) of One Part.

AND

....., a company incorporated under the provisions of the Companies Act, 1956/2013, having its Registered Office at (hereinafter referred to as “**Operator**” represented by the Shri.....which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns), of the OTHER PART,

The ANIIDCO and the Operator shall collectively be referred to as “**Parties**” and individually as a “**Party**”.

WHEREAS:

- A. ANIIDCO, is desirous of handing over the Water Sports Facilities as detailed out in Schedule 1 on as-is-where-is basis to a private sector operator for it’s operation, maintenance and management for a period of five (5) years (“**Project**”)
- B. ANIIDCO has accordingly invited proposals under its [Request for Proposal No. _____] dated [_____] (the “**RFP**”) for selection of a Operator for undertaking the Operation, Maintenance, and Management of the Kiosk. The Selected Bidder M/s _____(mentioned as applicable) was one of the bidders who had submitted its bid (the “**Bid**”).
- C. Following the evaluation of the bids submitted by the bidders, including that of the Selected Bidder, ANIIDCO had accepted the Bid. Subsequently, the ANIIDCO had issued the letter of award no. [_____] dated [_____] (the “**Letter of Award**” or “**LoA**”) to the Selected Bidder, inter alia, requiring it to execution of this Agreement within [30 (thirty)] days of the date of issue thereof.
- D. The Selected Bidder has, in compliance with the terms of the LoA and as per the RFP, made the following payments to ANIIDCO:
 - a) ‘Annual Rent’ - As amount of INR _____/-. (Rupees _____ only), by means of demand draft dated _____, bearing number _____

-
- _____ on _____ (name of bank), in the name of ANIIDCO, payable at Sri Vijaya Puram]; and
- b) An irrevocable, unconditional, bank guarantee, in the name of ANIIDCO, issued by _____, _____, [name & address of the issuing bank] for an amount equal to INR _____/- (Rupees _____ only), as a guarantee for the performance of its obligation under this Agreement by the Operator (herein the “**Performance Security**”).

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the adequacy of which is hereby acknowledged and confirmed, the terms and conditions of this Agreement are set out below:

3 DEFINITIONS

3.1 Definitions

3.1.1 The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning ascribed thereto herein, and the words and expressions defined in the Schedules and used therein shall have the meaning ascribed thereto in the Schedules.

“Access Road”	means road connecting the Project Facility
“Accounting Year”	shall mean the Financial Year commencing from the first day of April of any calendar year and ending on the thirty-first day of March of the next calendar year
“Agreement” or “Rent Agreement”	means this Agreement, its Recitals, the Schedules, hereto, the RFP and any amendments thereto made in accordance with the provisions contained in this Agreement
“Annual Rent”	shall have the meaning as set forth in Clause 5.9
“Applicable Laws”	means all laws, brought into force and effect by GoI or the A&N Administration including rules, regulations and notifications made there under, and judgments, decrees, injunctions, writs and orders of any court of record, applicable to this Agreement and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect on or before the Bid Date;
“Applicable Permits”	shall mean all clearances, licences, permits, authorisations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained under Applicable Laws in connection with the operation, maintenance and management of the Project during the subsistence of this Agreement and upon termination, the transfer of the Project to ANIIDCO
“Arbitration Act”	shall mean the Arbitration and Conciliation Act, 1996 and shall include amendments, modifications to or any re-enactment thereof, as in force from time to time
“Associate” or “Affiliate”	shall mean, in relation to either Party {and/or Consortium Members}, a person who controls, is controlled by, or is under the common control with such Party {or Consortium Member} (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, whether by operation of law or by contract or otherwise)
“Authority Representative”	shall mean such person or persons as may be authorised in writing by ANIIDCO to act on its behalf under this Agreement and shall include any person or persons having authority to exercise any rights or perform and fulfil any obligations of ANIIDCO under this Agreement;
“Bank”	shall mean a bank incorporated in India and having a minimum net worth of Rs 1,000 crore (Rupees one thousand crore) or any other bank acceptable to Senior Lenders, but does not include a

	bank in which any Senior Lender has an interest;
“Bank Rate”	means the rate of interest specified by the Reserve Bank of India from time to time in pursuance of Section 49 of the Reserve Bank of India Act, 1934 or any replacement of such Bank Rate for the time being in effect;
“Bid”	shall mean the documents in their entirety comprised in the bid submitted by the Selected Bidder in response to the Request for Proposal in accordance with the provisions thereof;
“Bid Security”	shall mean the security provided by the Selected Bidder to ANIIDCO along with the Bid in accordance with the Request for Proposal, and which is to remain in force until substituted by the Performance Security;
“Business Day”	means day (other than a Sunday) on which banks in the UT where the Project is situated are generally open for business
“Change in Law”	shall mean the occurrence of any of the following after the date of Bid: <ul style="list-style-type: none"> a) the enactment of any new Indian law as applicable to the Project; b) the repeal, modification or re-enactment of any existing Applicable Law; c) the commencement of any Indian law which has not entered into effect until the Bid Date; d) a change in the interpretation or application of any Indian law by a judgement of a court of record which has become final, conclusive and binding, as compared to such interpretation or application by a court of record prior to the date of Bid; or e) any change in the rates of any of the Taxes that have a direct effect on the Project;
“Companies Act”	shall mean, as applicable, the Companies Act, 1956 and the Companies Act, 2013 as amended from time to time;
“Operator Default”	shall have the meaning as set forth in Clause 7.3.1
“Contractor”	shall mean the person or persons, as the case may be, with whom the Operator has entered into any of the EPC Contracts, the O&M Contracts, or any other material agreement for the construction, operation and/or maintenance of the Project or matters incidental thereto, but does not include a person who has entered into an agreement for providing financial assistance to the Operator;
“Emergency”	shall mean a condition or situation that is likely to endanger the security of the individuals on or about the Project, including Users thereof, or which poses an immediate threat of material damage to any Project Assets;
“Encumbrances”	means, in relation to the Project Facility any encumbrances such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations, and shall include any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project

“Force Majeure” or “Force Event”	shall have the meaning ascribed to it in Clause 7.2;
“Good Industry Practice”	shall means the practices, methods, techniques, designs, standards, skills, diligence, efficiency, reliability and prudence which are generally and reasonably expected from a reasonably skilled and experienced developer or operator engaged in similar type of undertaking as envisaged under this Agreement and which would be expected to result in the performance of its obligations by the Operator in accordance with this Agreement, Applicable Laws and Applicable Permits and includes prudent Water Sports practices generally accepted by the Water Sports industry for ensuring reliable, safe, economical and efficient construction, operation and maintenance of the Project Facility;
“Government Instrumentality”	means any department, division or sub-division of the Government of India or the UT Administration and includes any commission, board, authority, agency or municipal and other local authority or statutory body, including panchayat, under the control of the Government of India or the UT Administration, as the case may be, and having jurisdiction over all or any part of the Project or the performance of all or any of the services or obligations of the Operator under or pursuant to this Agreement
“Material Adverse Effect”	shall mean a material adverse effect of any act or event on the ability of either Party to perform any of its obligations under and in accordance with the provisions of this Agreement and which act or event causes a material financial burden or loss to either Party;
“O&M”	shall mean the operation and maintenance of the Project and includes all matters connected with or incidental to such operation and maintenance, provision of services and facilities, and collection of Revenue in accordance with the provisions of this Agreement;
“Performance Security”	means a Bank Guarantee for an amount as defined in Clause 4.2 of Agreement
“Project”	shall mean the operation, maintenance and management of the Project Facility and undertaking the obligations in accordance with the provisions of this Agreement, and includes all works, services and equipment relating to or in respect of the Project Facility;
“Project Facility”	Means all water sports facilities and amenities designed, and developed as a part of the Project and as described in greater detail in Schedule 1& 1A.
“Rs.” or “Rupees” or “INR”	shall mean the lawful currency of the Republic of India
“Specifications and Standards”	shall mean the specifications and standards relating to the quality, quantity, capacity and other requirements for the Project Facility;
“Taxes”	shall mean any Indian taxes including excise duties, customs duties, value added tax/GST, sales tax, local taxes, cess and any impost or surcharge of like nature (whether Central, State or

	local) on the goods, materials, equipment and services incorporated in and forming part of the Project charged, levied or imposed by any Government Instrumentality, but excluding any interest, penalties and other sums in relation thereto imposed on any account whatsoever. For the avoidance of doubt, Taxes shall not include taxes on corporate income
“Termination”	shall mean the expiry or termination of this Agreement;
“Users”	means a person who uses or intends to use Project or any part thereof or in accordance with the provisions of this Agreement and Applicable Laws; Explanation: For avoidance of doubt, it is clarified that the term “person” referred in the definition of “User” above shall also include any company, corporation, unincorporated organization, or any other legal entity or their agents etc.

4 AGREEMENT

4.1 Agreement Period

- 4.1.1 The Agreement Period is five (5) Year from the date of signing of this Rent Agreement (**“Execution Date”**).
- 4.1.2 The Project Facility in Schedule 1 shall be handed over by ANIIDCO to the Operator on “as is where is” basis within 7 (seven) days of Execution Date, free from all charges and encumbrances.
- 4.1.3 In the event of any delay by ANIIDCO in handing over the Project Facility (or any part thereof) to the Operator beyond the Scheduled Date of Handing Over as referred in Clause 3.1.2, the Agreement Period shall stand extended by a period equal to the duration of such delay, without any additional cost or liability to the Operator. Such extension shall be deemed automatic and binding, and the revised Agreement Period shall be construed accordingly.
- 4.1.4 The Operator shall start operation of the Project within one hundred and twenty (120) days from the date of handover of the Project Facility. In case, the operation of the Project Facility is not achieved within the said period, ANIIDCO shall consider it as an Operator’s Event of Default and the Agreement stands terminated.

4.2 Performance Security

- 4.2.1 The Operator shall, for the due and faithful performance of its obligations hereunder during the Agreement Period, provide to ANIIDCO, 7 (seven) days before the Execution Date, an irrevocable and unconditional bank guarantee from a Schedule or Nationalized Bank for a sum equivalent to six (6) month Rent (the **“Performance Security”**). Until such time the Performance Security is provided by the Operator pursuant hereto and the same comes into effect, the Bid Security shall remain in force and effect, and upon such provision of the Performance Security pursuant hereto, ANIIDCO shall release the Bid Security to the Selected Bidder. A format for performance security is at Schedule 2.

- 4.2.2 Upon occurrence of a Operator Default or failure to meet any obligations or failure to make any payment which becomes due and payable to ANIIDCO under and in accordance with this Agreement, ANIIDCO shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the amounts due and payable as liquidated damages from the Performance Security as Damages for such Operator Default under and in accordance with the provisions of this Agreement. Upon such encashment and appropriation of the Performance Security, the Operator shall, within 15 (fifteen) days thereof, replenish, in case of partial appropriation, the Performance Security to its original level, and in case of appropriation of the entire Performance Security provide a fresh Performance Security, as the case may be, failing which ANIIDCO shall be entitled to terminate this Agreement.
- 4.2.3 The Operator shall maintain and keep in force the Performance Security for the entire duration of the Agreement Period. The Performance Security shall be released by ANIIDCO within thirty (30) days after expiry of the Agreement Period.

5 OBLIGATIONS OF THE OPERATOR

5.1 General Obligations of the Operator

- 5.1.1 Subject to and on the terms and conditions of this Agreement, the Operator shall, at its own cost and expense, implement the Project, procure finance for and undertake the development, engineering, procurement, equipping, operation and maintenance of the Project and observe, fulfil, comply with and perform all its obligations set out in this Agreement or arising hereunder.
- a) The Operator shall arrange for and procure, at its own cost and risk, all water sports equipment and related facilities/infrastructure for the Project.
 - b) The Operator shall arrange for and procure, at its own cost and risk, all infrastructure facilities and utilities for the operation and maintenance of the Project;
 - c) The Operator shall obtain from the relevant Government Instrumentality, the Applicable Permits and keep in force and comply with the conditions of all Applicable Permits for the operation and maintenance of the Project and upon Termination, the transfer of the Project Facility to ANIIDCO;
 - d) The Operator shall follow the applicable acts, norms, guidelines and regulations laid down by the A&N Administration, Government of India.
 - e) The Operator cannot sub-lease the operation, maintenance and management of the Project Facility.
 - f) Under no circumstances, shall the Project Facility or any part constructed or installed at the Project Facility be mortgaged, charged or otherwise put under any lien (including negative lien), nor shall any charge or encumbrance be created or agreed to be created in favour of any person, including the lenders/ financial institution (s)/ banks etc.;
 - g) The Operator shall not be allowed to develop any additional permanent/semi permanent construction on the Project Facility. However, the Operator may be permitted to develop installation temporary structures at its own cost, with prior written approval of ANIIDCO, provided it does not violate any Applicable Law and/or cause any damage to the existing structure of the Project Facility. The Operator shall be solely responsible at its own cost for

-
- any dismantle and/or removal of the temporary structure thus developed and shall have no right to claim from ANIIDCO any compensation for any damage caused to the Project Facility during the Term of the Agreement;
 - h) The Operator shall be responsible for all annual maintenance contracts of the selected assets in consultation with ANIIDCO, compiled during handing over of the Project Facility to the Operator;

5.1.2 The Operator shall, at its own cost and expense, in addition to and not in derogation of its obligations elsewhere set out in this Agreement:

- a) procure, as required, the appropriate proprietary rights, licences, agreements and permissions for materials, methods, processes and systems used or incorporated into the Project;
- b) make reasonable efforts to maintain harmony and good industrial relations among the personnel employed by it or its Contractors in connection with the performance of its obligations under this Agreement;
- c) not do or omit to do any act, deed or thing which may in any manner violates any provision of this Agreement;
- d) adhere to Good Industry Practices for ensuring good quality of User experience and ensure that the Users are treated with due courtesy and consideration and provided with ready access to services and information;
- e) always act in a manner consistent with the provisions of this Agreement and not cause or fail to do any act, deed or thing, whether intentionally or otherwise, which may in any manner violate any of the provisions of this Agreement or Applicable Laws and Applicable Permits including A & N Islands water sports guidelines;
- f) procure that all equipment and facilities comprising the Project are developed, operated and maintained in accordance with the Specifications and Standards, Maintenance Requirements, Safety Requirements and Good Industry Practice;
- g) support, cooperate with and facilitate ANIIDCO in the implementation and operation of the Project in accordance with the provisions of this Agreement;
- h) The Operator shall comply with the timings of opening of the Water Sports Facilities as per the Applicable Laws of A&N Administration;
- i) The Operator shall abide by / comply with any instructions of ANIIDCO, Police/Securities Agencies/Government Instrumentality from time to time;

5.2 Engagement of Trained Personnel

5.2.1 The Operator shall ensure that the personnel engaged by it or by its Contractors in the performance of its obligations under this Agreement are duly qualified and at all times properly trained with adequate and adequately skilled as per Good Industry Practice for their respective functions.

5.2.2 The Operator shall recruit trained, experienced and competent staff for the smooth functioning of the Project Facility and to maintain the level of service as required for the Project Facility.

- a) All employees of the Operator will always be in proper uniform identification badges and will carry photo identity cards while on duty;
- b) The Operator shall be solely responsible for the administration of its employees as regard general discipline and courteous behavior;
- c) The Operator shall get all his workers medically examined from approved registered medical practitioner recognized by Indian Medical Council, to be free from communicable diseases;

-
- d) The Operator shall employ only such staff above 18 years of age and it shall also furnish to ANIIDCO in writing the name, age, residence, specimen signature or thumb mark;

5.3 Sole Purpose

- 5.3.1 The Operator shall not, except with the prior written consent of ANIIDCO, be or become directly or indirectly engaged, concerned or interested in any business other than the business incidental or consequential to the provisions of this Agreement or any similar business related to water sports facilities.

- 5.3.2 In case the Project Facility is used for any other purpose other than the purpose indicated in Clause 5.3.1, the Agreement is liable to be terminated automatically and the Operator shall vacate the Project Facility immediately within a period of 15 (fifteen) days failing which the ANIIDCO will have the liberty to charge penalty four times than the daily rental as damages till such time the Project Facility vacated by the Operator.

5.3.3 Any other operator can also operate water sport & equipment from the complex and the operator shall not have exclusive right. The operator shall allow access to the general public visiting water sports complex.

- 5.3.3 The Operator shall develop and implement advertising, marketing, promotion, publicity, and other similar programs for the Project Facility at its own expenses.

5.4 Prohibition of Conflicting Activities

- 5.4.1 The Operator shall not engage, and shall cause its employees not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Agreement.

- 5.4.2 The Operator shall not do anything in or outside the Project Facility which may create nuisance or may cause annoyance to the neighbour and or to ANIIDCO.

- 5.4.3 The following activities shall be strictly prohibited in the Project Facility:

- a) Gambling, Smoking and Sale/purchase of Tobacco and Liquor Products;
- b) any activities that is unlawful/illegal or deemed unlawful under any Indian Act or legislation.

5.5 Facilities for physically challenged and elderly persons

- 5.5.1 The Operator shall, in conformity with the guidelines issued from time to time by the Ministry of Social Justice and Empowerment, GoI or a substitute thereof and any policy issued by the concerned UT Administration, procure a barrier free environment for the physically or visually challenged and for elderly persons using the Project Facility.

5.6 Medical Aid Post

- 5.6.1 For providing aid and assistance in medical emergencies relating to the Project Facility, the Operator shall set up and operate a medical aid post (the “**Medical Aid Post**”) equipped to render first aid and to assist in accessing Emergency medical aid from hospitals in vicinity.

5.7 Waste Disposal

- 5.7.1 The Operator shall not discharge any waste in sea and comply with the standards laid down by the Pollution Control Board and/or by the Government Instrumentality. The Operator will ensure clearance of all the rubbish and the waste generated at their low outlet and ensure safe and quick disposal of all such material.

5.8 Environment and Health Guidelines

- 5.8.1 The Operator shall comply with the requirement of Health Guidelines of Government Instrumentality and the Operator shall at its own cost maintain the Project Facility in a purpose of state of cleanliness and abide by such directions as may be given by the ANIIDCO and or such other Government Instrumentality as may be entrusted by the rules and regulations with the work or inspections and enforcement about the conditions of sanitation a cleanliness and hygiene. When the Project Facility is not maintained in a reasonably clean condition by the Operator, the authorized representative of the ANIIDCO shall have powers to get the Project Facility cleaned at the risk and cost of the Operator and recover liquidated damages and can also take any other action including termination of the Agreement.
- 5.8.2 The Operator shall not abuse the water sources and draining facility in the Project Facility so as to create a nuisance or in sanitary situation prejudicial to the public health.
- 5.8.3 The Operator shall ensure the maintenance of hygiene conditions and will ensure that eatable items sold / served from the Project Facility be of requisite hygienic and quality standards and conform to the provision of the prevention of food adulteration Act. The Operator shall be solely responsible for any action/penalty imposed by relevant authorities in this regard.
- 5.8.4 The Operator will be solely liable for any loss and expenses due to food poisoning/contamination.
- 5.8.5 The Operator shall ensure that hazardous or inflammable or any intoxicated material is not stored in Project Facility.

5.9 Annual Rent

- 5.9.1 The Operator agrees to pay to ANIIDCO, for every year of the Agreement Period, commencing from the Execution Date, a non-refundable Annual Rent plus applicable Taxes; increased at 5% (five per cent) year on year basis.
- a) All statutory taxes, statutory dues, local levies, as applicable shall be charged extra and will have to be remitted for onward remittance to the ANIIDCO;
 - b) The First Annual Rent offered by the Selected Bidder should be paid on or before 7 (seven) days prior to the Execution Date of the Agreement;
 - c) The Annual Rent shall be payable from the Execution Date till the end of the Contract Period. The Annual Rent shall be payable every year in advance on or before 30 (thirty) days prior to the start of every Financial Year.
 - d) In the event of delay beyond such period the Operator shall pay interest for the period of delay, calculated at the rate 3% above bank rate;
 - e) If because of any strike, force majeure event or lockout, the Operator is unable to function or its business is affected; ANIIDCO shall not be liable for any

losses, which the Operator may suffer and in such an event, the Operator shall not be entitled to any adjustment of the Annual Rent payable to the ANIIDCO or any compensation receivable from ANIIDCO.

5.10 Utilities

5.10.1 The Operator shall pay the followings in addition to the Annual Rent:

- a) Electricity charges to be paid on Monthly basis on demand as per actual consumption against the sub meter installed by ANIIDCO;
- b) Any other tax/levy/cess etc. prevailing on and, as and when levied by the Government Instrumentality;
- c) Any additional requirements of utilities will be met by the Operator.

5.11 Taxes payable

5.11.1 The Operator shall liable to pay all Central, State and local taxes including GST, or any other tax, cess or levy as may become payable in accordance with various laws / rules prevalent in Andaman & Nicobar Islands.

5.12 Safety & Security Requirements

5.12.1 The Operator shall comply with the provisions of this Agreement, Applicable Laws, Applicable Permits and Good Industry Practice for securing the safety of the Project Facility, safety of the Users and other persons present in the Project Facility.

- a) The Operator shall undertake all safety and precautionary measures for the proper management of the Project Facility;
- b) The Operator shall ensure that the proposed development within the Project Facility is not a safety hazard for ANIIDCO civil structures and public/User at large;
- c) The Operator shall install and operate a closed circuit television system to monitor the Project Facility as may be necessary and expedient for safe operations of the Project Facility in accordance with Good Industry Practice;
- d) The Operator shall engage and depute trained personnel for maintaining the security and safety of Users inside the Project Facility in accordance with Good Industry Practice.

5.12.2 The Operator shall strictly comply with the safety procedure, measurement, specification and guidelines for execution of electrical & mechanical works, approved list of materials, etc. as per Good Industry Practice. All materials used for development of structures must be fire retardant. If it is noticed at any stage that Operator has compromised with the safety procedure, measurements, specifications, guidelines and quality of materials, a penalty up to Rs. 5000/- (Rupees Five Thousand only) per instance shall be imposed on the Operator.

5.13 Indemnity and Insurance

5.13.1 The Operator shall indemnify ANIIDCO against any claim, proceedings, damages suffered by ANIIDCO by reasons of any default on the part of the Operator or its employees in the due performance of the Agreement and provision of any law which may be related to the purpose of this Agreement. ANIIDCO shall not be responsible in any way for any loss or damages by a means caused to the stock, property of the Operator as well as to its Users /visitors.

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- a) The Operator shall indemnify ANIIDCO from any serious accident caused due to negligence of the Operator, resulting in injury, death to commuters or SAI employees or loss to ANIIDCO Property;
- 5.13.2 The Operator hereby undertakes that ANIIDCO shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of Operator or any of his contractors/ sub-contractors/ sub-Operators. The Operator shall indemnify and keep indemnified ANIIDCO against all such damages and compensation; all claims proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.
- 5.13.3 The Operator must strictly comply with all the provisions of The EPF Act 1952, The ESI Act, Minimum Wages Act 1948, Labour Laws & regulation in force including but not limited to the Contract Labour (Regulation & Abolition) Act-1976 including any subsequent amendment thereof and the rules made there under as per prevalent Government orders and ensure timely payment under these Acts. Failure to comply these acts shall attract penalty as per provisions. Operator shall indemnify ANIIDCO for any loss and damages suffered due to violation of its provision.
- 5.13.4 Operator shall bear all salaries, wages, bonuses, payroll taxes or accruals including gratuity, superannuating, pension and provident fund contributions, contributions to worker's compensations funds and employees state insurance and other taxes and charges and all fringe and employee benefits including statutory contributions in respect of such personnel employed/deployed by the Operator. These personnel shall at no point of time be construed to be employees of ANIIDCO and the Operator shall be solely responsible for compliance with all labour laws which shall include all liabilities of the Provident Fund Act, ESI Act, Workmen's Compensation Act, Minimum Wages Act and other Labour Welfare Act in respect of its personnel. The Operator shall indemnify ANIIDCO from any claims that may arise in connection with above.
- 5.13.5 The Operator shall effect and maintain at its own cost, during the Agreement Period, such insurances for such maximum sums as may be required under the Applicable Laws, and such insurances as may be necessary or prudent in accordance with Good Industry Practice. The Operator shall also effect and maintain such insurances as may be necessary for mitigating the risks that may devolve on ANIIDCO as a consequence of any act or omission of the Operator during the Agreement Period.
- 5.13.6 The Operator shall obtain the comprehensive Insurance Policy and provide the copy to ANIIDCO;
- 5.14 Miscellaneous Obligations**
- a) The Operator shall be solely responsible for the redressal of grievances /resolution of disputes relating to persons engaged by them. ANIIDCO shall, in no way responsible for settlement of such issues.
- b) The Operator shall not damage the Project Facility or any part thereof. In the event of any damage being caused to the Project Facility by the Operator, its employees or Users, ANIIDCO shall be entitled to repair the damage and the Operator shall reimburse the cost thereof in which the Operator undertakes to pay for the same on demand;

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- c) The Operator shall follow the color scheme and design for hoardings / display boards as approved by ANIIDCO.

5.15 Handing over the Project Facility

On completion of the rent period the Operator shall deliver the Projects Assets including the building and vacant land allowed to be used, without any encumbrances and liabilities to the ANIIDCO. The security deposit shall be withheld/forfeited if the Projects Assets are not returned to the ANIIDCO. In such an event, right in respect of the building, equipment and all the improvements thereupon for the smooth working of the water sports equipment shall absolutely vest with the ANIIDCO. However the Operator can return any equipment not proposed to be used before the expiry of the rent period.

On completion of the rent period or termination of Rent Deed, the Operator shall settle all the claims and liabilities of all the parties/authority including the employees/ labourers employed by them. The ANIIDCO shall not guarantee any employment to any of the employees/labourers who are employed by the Operator for the project and the Operator will be solely responsible for redeploying or suitably compensating them upon completion of rent period or termination of the Rent Agreement. The ANIIDCO will not and shall not regularize or take over any of the appointments made by the Operator for the project. As in the case of termination of Deed, the Operator shall not be entitled for any compensation. If the Operator does not transfer the Project Assets on completion of rent period or on termination of Rent Agreement, whichever is earlier, the Operator will be liable to pay damage @ double the normal rent per year along-with penal interest @ 18% per annum for occupying the rented premises till it is vacated. This does not mean that the Operator can occupy the premises by paying penalty charges and the Operator shall be evicted by invoking the provisions of Public Premises Act.

- 5.15.1 No terminal value will be paid by ANIIDCO to the Operator on transfer of the Project Facility on expiry of Agreement Period.

6 ANIIDCO OBLIGATIONS

6.1 General Obligations

- 6.1.1 Subject to and in accordance with the provisions of this Agreement and Applicable Laws, ANIIDCO agrees to provide support to the Operator and undertakes to observe, comply with and perform the following:
 - a) upon written request from the Operator, and subject to the Operator complying with Applicable Laws, provide reasonable support and assistance to the Operator in procuring Applicable Permits required from any Government Instrumentality for implementation and operation of the Project;
 - b) upon written request from the Operator, provide reasonable assistance to the Operator in obtaining access to all necessary infrastructure facilities and utilities, including water and electricity at rates and on terms no less

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- favourable to the Operator than those generally available to commercial customers receiving substantially equivalent services;
 - c) handover the Project Facility (as defined in Schedule 1) free from Encumbrance to the Operator and ensure that no barriers are erected or placed on or about the Project Facility by any Government Instrumentality or persons claiming through or under any Government Instrumentality, except for reasons of Safety Requirements, Emergency, national security, or law and order;
 - d) not do or omit to do any act, deed or thing which may in any manner violate the provisions of this Agreement;
 - e) support, cooperate with and facilitate the Operator in the implementation and operation of the Project in accordance with the provisions of this Agreement;
- 6.1.2 ANIIDCO or its Authorized Representative shall inspect the Project Facility anytime to check compliance with the conditions specified in the RFP & Agreement and general condition of the maintenance from time to time and can take appropriate action in case the Project Facility is not operational in accordance with the terms of the Agreement.
- 6.1.3 ANIIDCO reserves the right to withdraw / temporarily suspend the specified area of the Project Facility due to security reasons, VIP movement, for some special event or for meeting of any other statutory obligations without any compensation.

7 OTHER PROVISIONS

7.1 Penalty Provision

- 7.1.1 The operator shall ensure compliance of the A & N Islands water sports guidelines failing which penalty as per the guidelines shall be imposed. Further, it is the sole responsibility of the operator to maintain the Project Facility and ANIIDCO shall in no way shall responsible/accountable for any mishappening in the Project Facility.

7.2 Force Majeure

- 7.2.1 An event of “Force Majeure” shall mean the following events or circumstances, to the extent that they delay or otherwise adversely affect the performance beyond the reasonable control of the Operator, or its contractors, or their duties and obligations under this Agreement, or the performance by ANIIDCO of their respective duties and obligations under this Agreement:
- a) Acts of God, pandemic, epidemic, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, tsunami, chemical or radioactive contamination or ionisation radiation, fire or explosion (to the extent of contamination or radiation or fire or explosion originating from a source external to the Project Facility);
 - b) Acts of a public enemy, acts of war, terrorism, effects of nuclear radiation, blockages, insurrections, riots, civil disturbances, or national or international calamities; and
 - c) Any temporary restraining order, preliminary injunction or permanent injunction, unless based in whole or in part on the actions or failure to act of the Operator.
- 7.2.2 At any time after the Execution Date, if any Force Majeure Event occurs:
- a) the Agreement Period shall be extended by a period equal in length to the duration for which such Force Majeure Event subsists;

- 7.2.3 Save and except as expressly provided in Clause 6.1.1, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereto.
- 7.2.4 If a Force Majeure Event subsists for a period of 180 (one hundred and eighty) days or more within a continuous period of 365 (three hundred and sixty five) days, either Party may in its discretion terminate this Agreement by issuing a Termination Notice to the other Party without being liable in any manner whatsoever, and upon issue of such Termination Notice, this Agreement shall, notwithstanding anything to the contrary contained herein, stand terminated forthwith.

7.3 Termination

- 7.3.1 Subject to Applicable Laws and save as otherwise provided in this Agreement, in the event that any of the defaults specified below shall have occurred, and the Operator fails to cure the default within a Cure Period of 15 (fifteen) days, the Operator shall be deemed to be in default of the Agreement (the “**Operator Default**”), unless the default has occurred as a result of any breach of this Agreement by ANIIDCO or due to Force Majeure. The defaults referred to herein shall include the following:
- a) The Performance Security has been encashed and appropriated in accordance with Clause 4.2 and the Operator fails to replenish or provide fresh Performance Security within a Cure Period of 15 (fifteen) days;
 - b) the Operator does not start the commercial operation of the Project Facility and continues to be in default for 30 (thirty) days;
 - c) the Operator abandons or manifests intention to abandon the operation of the Project Facility without the prior written consent of ANIIDCO;
 - d) the Operator is in breach of the Maintenance Requirements or the Safety & Security Requirements, as the case may be;
 - e) the Operator has failed to make any payment to ANIIDCO including the Annual Rent within the period specified in this Agreement;
 - f) the Operator creates any Encumbrance in breach of this Agreement;
 - g) the Operator issues Termination Notice in violation of the provisions of this Agreement;
- 7.3.2 Without prejudice to any other rights or remedies which ANIIDCO may have under this Agreement, upon occurrence of a Operator Default, ANIIDCO shall be entitled to terminate this Agreement by issuing a Termination Notice to the Operator; provided that before issuing the Termination Notice, ANIIDCO shall by a notice inform the Operator of its intention to issue such Termination Notice and grant 15 (fifteen) days to the Operator to make a representation, and may after the expiry of such 15 (fifteen) days whether or not it is in receipt of such representation, issue the Termination Notice.
- ### **7.4 Dispute Resolution**
- 7.4.1 In the event of any Dispute between the Operator and ANIIDCO, either Party may require such dispute to be referred to the Managing Director, ANIIDCO and the [Managing Director/Owner] of Operator for amicable settlement.

7.5 No claim in the Change in Law

- 7.5.1 Notwithstanding anything to the contrary contained in this Agreement, any increase in costs or reduction in net after tax or other financial burden due to Change in Law has to be borne by respective Parties and neither Party shall be liable for any payment/ reimbursement.

7.6 Applicable Law

- 7.6.1 This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Sri Vijaya Puram and Calcutta High Court shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

7.7 Severability

- 7.7.1 If for any reason whatsoever, any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the Dispute Resolution Procedure set forth in Clause 6.3 or otherwise.

7.8 No partnership

- 7.8.1 This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties, or to impose any partnership obligation or liability upon either Party, and neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

7.9 Third parties

- 7.9.1 This Agreement is intended solely for the benefit of the Parties, and their respective successors and permitted assigns, and nothing in this Agreement shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to this Agreement.

7.10 Successors and assigns

- 7.10.1 This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

7.11 Language

- 7.11.1 All notices required to be given by one Party to the other Party and all other communications, Documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

7.12 Amendment to Agreement

- 7.12.1 No variation in or modification of the terms of the Agreement shall be made except by written amendment signed by both parties to the Agreement.

7.13 Currency of Payments

7.13.1 Any payment transaction shall be made in Indian Rupees (INR) only.

7.14 Compliance with Laws

7.14.1 The Operator shall comply with the laws in force in India in the course of performing the Agreement.

7.15 Notices

7.15.1 Unless otherwise stated, notices to be given under this Agreement shall be in writing and shall be given by hand delivery/ recognized international courier, mail, telex or facsimile and delivered or transmitted to the Parties at their respective addresses set forth below:

<i>If to ANIIDCO</i>	<i>If to the Operator</i>
(Name of the Concerned Official)	(Name of the Concerned Official)
Detailed Address: e-mail id: Mobile No.	Detailed Address: e-mail id: Mobile No.

7.16 Counterparts

7.16.1 This Agreement may be executed in two counterparts, each of which when executed and delivered shall constitute an original of this Agreement.

IN WITNESS WHEREOF, ANIIDCO and the Operator have put their respective hands on the original and duplicate thereof the day and year first hereinabove written.

Signed and delivered by the within named

**For and on behalf of ANIIDCO
(Authorized Representative)**

Witnesses:

- 1.
- 2.

Signed and delivered by the within named

**Operator (.....)
(Authorized Representative)**

Witnesses:

- 1.
- 2.

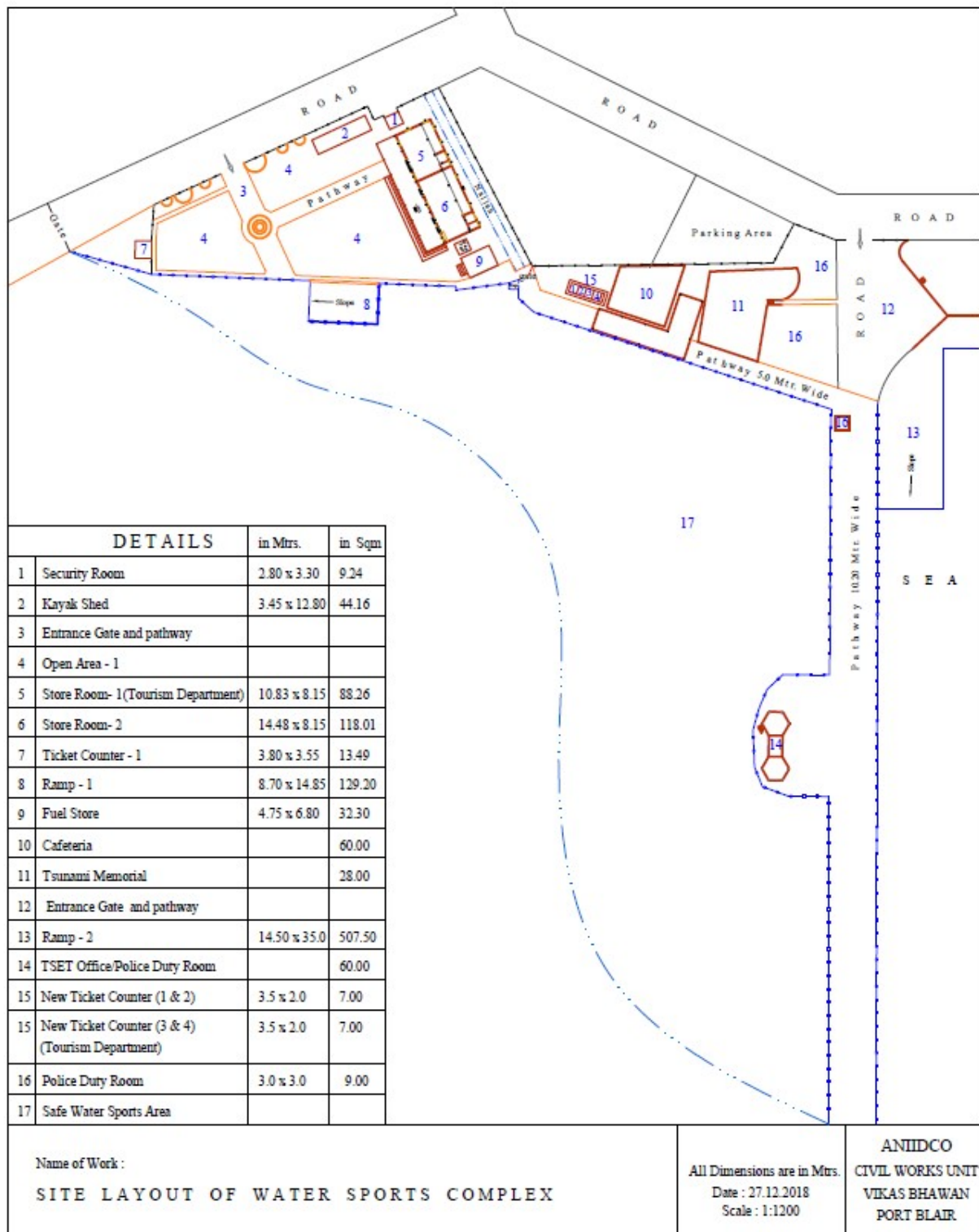
Schedule - 1**Description of project facility**

The operator shall be permitted to use the following building/shed/open space, as per the sketch map enclosed as Schedule 1 A:

- a) Safe water sports area (Sl. no.17)
- b) Store room (no. 2), (Sl. No. 06)
- c) Kayak shed (after leaving passage) (Sl. No. 02)
- d) Ticketing counter 1 (Sl. No. 07)
- e) Fuel store room (Sl. No. 09)
- f) Cafeteria, (Sl. No. 10)
- g) New ticket counter (1 & 2) (Sl. No. 15)
- h) Open area 1 for storage of equipment (Sl. No. 04)

The operator shall be authorized to use the facilities such as internal roads and allowed entry into the water sports equipment premises at all times subject to the general control of the ANIIDCO/A&N Administration.

Layout Plan of the Project Facility



Schedule 2

Format for Performance Security

WHEREAS

- A. _____, (the “**Operator**”) and the UT Administration of Andaman and Nicobar Islands (ANI Administration) represented by the Managing Director, Andaman and Nicobar Islands Integrated Development Limited (the “**ANIIDCO**”) and having its principal offices at ANIIDCO Ltd., Vikas Bhawan, PB No. 180, Sri Vijaya Puram, Andaman & Nicobar Islands: 744101 have entered into a Rent Agreement dated _____ (the “**Agreement**”) whereby ANIIDCO has agreed to the Operator for undertaking the **Operation & Maintenance and Management of Water Sports Complex Area including Cafeteria and other spaces located at the Rajiv Gandhi Water Sports Complex (RGWSC), Marina Park, Sri Vijaya Puram (“Project”)**, subject to and in accordance with the provisions of the Agreement.
- B. The Agreement requires the Operator to furnish a Performance Security to ANIIDCO in a sum of INR _____ (Indian Rupees _____ Only) (the “**Guarantee Amount**”) as security for due and faithful performance of its obligations, under and in accordance with the Agreement.
- C. We, through our Branch at (the “**Bank**”) have agreed to furnish this Bank Guarantee by way of Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

1. The Bank hereby unconditionally and irrevocably guarantees and undertakes to pay to ANIIDCO upon occurrence of any failure or default in due and faithful performance of all or any of the Operator’s obligations, under and in accordance with the provisions of the Agreement, on its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Operator, such sum or sums up to an aggregate sum of the Guarantee Amount as ANIIDCO shall claim, without ANIIDCO being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
2. A letter from ANIIDCO under the hand of its Authorized Representative, that the Operator has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that ANIIDCO shall be the sole judge as to whether the Operator is in default in due and faithful performance of its obligations during the Agreement Period under the Agreement and its decision that the Operator is in default shall be final, and binding on the Bank, notwithstanding any differences between ANIIDCO and the Operator, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Operator for any reason whatsoever.

3. In order to give effect to this Guarantee, ANIIDCO shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Operator and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for ANIIDCO to proceed against the Operator before presenting to the Bank its demand under this Guarantee.
5. ANIIDCO shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfilment and/or performance of all or any of the obligations of the Operator contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by ANIIDCO against the Operator, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to ANIIDCO, and the Bank shall not be released from its liability and obligation under these presents by any exercise by ANIIDCO of the liberty with reference to the matters aforesaid or by reason of time being given to the Operator or any other forbearance, indulgence, act or omission on the part of ANIIDCO or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by ANIIDCO in respect of or relating to the Agreement or for the fulfilment, compliance and/or performance of all or any of the obligations of the Operator under the Agreement.
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by ANIIDCO on the Bank under this Guarantee, no later than 30 (thirty) days from the date of expiry of this Guarantee (“**Claim Period**”), all rights of ANIIDCO under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
8. The Performance Security shall cease to be in force and effect after expiry of a period of 30 (thirty) days from the Agreement Period, and provided the Operator is not in breach of this Agreement. Upon request made by the Operator for release of the Performance Security along with the particulars required hereunder, duly certified by a statutory auditor of the Operator, ANIIDCO shall release the Performance Security forthwith.
9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of ANIIDCO in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.

10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred Branch, which shall be deemed to have been duly authorised to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of ANIIDCO that the envelope was so posted shall be conclusive.
11. This Guarantee shall come into force with immediate effect and shall remain in force and effect until the date which is 30 (thirty) days after the occurrence of Expiry Date under the Agreement as notified to the Bank by ANIIDCO.

IN WITNESS WHEREOF THE BANK HAS SET ITS HANDS HEREUNTO ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN SIGNED AND DELIVERED

Signed and sealed this [] day of [] 20 [] at []

SIGNED, SEALED AND DELIVERED

For and on behalf of the BANK by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

NOTES:

- a) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
- b) The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.